



Balcia
I N S U R A N C E

TRAVEL INSURANCE TERMS AND
CONDITIONS NO LT-003.01

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General Terms and Conditions

1. Terms and Definitions

- 1.1. **"Accident"** shall mean a sudden and unexpected event beyond the will of the Insured Person, which occurs to the Insured Person during validity period of Insurance contract and results in a harm to the Insured Person's life or health.
- 1.2. **"Accompanying Person"** shall mean another person going on the same trip with the Insured Person if the travel is ordered for not more than two persons and the fact of travelling together is supported by the tourism services contract or documents of purchase of the travel tickets.
- 1.3. **"Assistance Company"**- an Assistance Partner authorized by the Insurer to assist with the organization of assistance in the event of an insured event.
- 1.4. **"Business Partners"** shall mean employees, officers, servants or representatives authorised in writing of different legal persons (businessmen) linked by business relationship going on the same business trip and to the same destination point.
- 1.5. **"Business Trip"** shall mean a trip undertaken in the interests of a legal person (businessman) where such type of the trip is supported by written documents.
- 1.6. **"Baggage Loss"** shall mean loss, theft, destruction of, total damage to the belongings of the Insured Person approved by the documents issued by the carrier, police or other related institutions.
- 1.7. **"Beneficiary"** shall mean the person specified in the Insurance Contract or the person appointed by the Policyholder and, in the cases specified in the Insurance Contract, also the person appointed by the Insured Person who is entitled to the insurance indemnity.
- 1.8. **"Being under the Influence of Alcohol"** shall mean being of the Insured Person under the influence of alcohol. If the medical documents support that at the moment of the insured event alcohol content in the Insured Person's biological media of the body did not exceed 0.40 per mile, the Insured Person shall be deemed to be sober within the meaning of these Rules.
- 1.9. **"Civil Liability of the Insured Person"** shall mean the Insured Person's obligation to compensate the damage caused by its own faulty actions (omission of action) or faulty actions (omission of action) of his/her children (adoptive children) under 14 years old during the term of the Insurance Contract in the Insurance Coverage Territory if such damage is a result of the actions (omission of action) of the Insured Person or his/her children (adoptive children) under 14 years old.
- 1.10. **"Costs of Necessary Repatriation in Case of Foreigner Medical Expense Risk"** shall mean the costs of preparation of the remains of the Insured Person and transportation from the Republic of Lithuania to the country of origin of the Insured Person or the costs of burial of a Foreign National in the Republic of Lithuania.
- 1.11. **"Claim in Case of Civil Liability Risk"** shall mean a written document requesting for compensation of the damage caused by the Insured Person and prepared and submitted by a third party.
- 1.12. **"Close relative"**- Policyholder (Insured, Beneficiary) spouse or person living together and running a joint household (cohabitant), children (adopted children) and their spouses (cohabitants), grandchildren, parents, brothers, sisters and grandparents as well as employees and persons, to whom the Policyholder (the Insured, the Beneficiary) has

assigned or otherwise legitimately entrusted to guard the object of insurance, to take care of it, as well as others authorized persons as defined by the relevant legislation.

- 1.13. **"Damage in Case of Civil Liability Risk"** shall mean damage to or destruction of the property belonging to a third party, death, health disorder (injury) of a third party and direct costs. In case of death or health disorder of a third party, the concept of the damage shall also not include non-pecuniary damage.
- 1.14. **"Damage in Case of Accident Risk"** shall mean injuries, which are assessed by the particular amount of money established in the Insurance Contract or calculated in accordance with the procedure established therein.
- 1.15. **"Delayed Delivery of Baggage"** shall mean delay of the baggage of the Insured Person for more than 6 hours according to the baggage carriage schedule which is coordinated by the carrier and the Insured Person and supported by the documents issued by the carrier's company or related institutions.
- 1.16. **"Deductible"** shall mean a part of the loss incurred during the Insured Event irrespective of the amount of the loss, which shall be deducted from the insurance indemnity payable to each Insured Person. The Deductible shall be indicated in the Insurance Policy as the particular amount and/or percentage of the amount of the loss calculated according to these Rules depending on the chosen Insurance Risk. Where more than one person is insured by the same Insurance Contract, the Deductible shall be applicable to each Insured Person.
- 1.17. **"Disability and Trauma"** shall mean cases of accidents. An externality within the meaning of this Section of these Rules shall mean a sudden unexpected external impact occurring beyond the will of the Insured Person.
- 1.18. **"Delay at Departure in Case of Travel Financial Loss Risk"** shall mean an inability of the Insured Person to start the travel due to an event which occurred while he/she was travelling to the place of the start of the travel for reasons beyond the Insured persons ability to control the reasons.
- 1.19. **"Emergency Medical Assistance"** shall mean official and generally accepted medicine-based emergency continuous and urgent medical assistance aimed at avoiding a threat to the Insured Person's life or serious complications and lasting till the earliest event: stability of the condition of the Insured Person; Medical Repatriation of the Insured Person; death of the Insured Person. The Emergency Medical Assistance shall not include rehabilitative, resort or sanatorium treatment and unconventional medical practices.
- 1.20. **"End of the Travel in Case of Travel Financial Loss Risk"** shall mean that the travel is deemed to be finished from the moment of return of the Insured Person to his/her country of domicile but not later than on the date of expiry of the Insurance Contract.
- 1.21. **"Foreign Nationals"** shall mean citizens of other countries who arrive to the Republic of Lithuania and whose property interests are insured. In case of foreigner medical expense risk, a citizen of the country other than the Republic of Lithuania shall be deemed to be the Insured Person.
- 1.22. **"Foreign State"** shall mean any country except for the Republic of Lithuania (except for the cases of foreigner medical expense risk) and the Insured Person's citizenship country or of its origin.
- 1.23. **"Gross Negligence"** shall mean the person's actions (actions and/or omission of action) which would not be carried out if the person observed at least minimum attentiveness and care requirements.

- 1.24. **“Loss of the Travel Document”** shall mean an event occurring during the travel where the Insured Person cannot lawfully continue his/her travel or return to his/her country of domicile as a result of loss of the travel document. Travel Documents shall mean such documents, which confirm the person’s identity (for example, passport, and identity card) or driving licence.
- 1.25. **“Insured Person”** shall mean the person indicated in the insurance contract and in relation to whom the Insurer must pay an insurance indemnity if an insured event occurs in the life of the Insured Person. For the purposes of the insurance contract, the Insured Persons may be:
- 1.25.1. indicated natural persons;
- 1.25.2. employees on postings abroad;
- 1.25.3. in case of foreigner medical expense risk, the specified natural persons, not residents of the Republic of Lithuania coming to the Republic of Lithuania for the purposes of temporary or permit residence, study or work.
- 1.26. **“Insurer”** shall mean Balcia Insurance SE acting through Balcia Insurance SE Lithuanian Branch (hereinafter referred to as “Balcia” or “Insurer”).
- 1.27. **“Insurance Policy”** shall mean a document evidencing the fact of conclusion of the Insurance Contract issued by the Insurer.
- 1.28. **“Insurance Object”** shall mean the property interests of the Insured Person arising during the travel abroad and related to the life, health, property or civil liability of the Insured Person.
- 1.29. **“Insurance Risk”** shall mean a possible danger threatening the Insurance Object beyond the will of the Insured Person.
- 1.30. **“Insurance Contract”** shall mean the contract under which the Insurer undertakes to pay out an insurance indemnity calculated in accordance with the procedure established in the Insurance Contract to the Insured Person, the Beneficiary or the Third Party for the established insurance premium in accordance with the procedure established herein.
- 1.31. **“Insurance Coverage Territory”** shall mean the geographical territory in which the insurance coverage is valid if an Insured Accident occurs.
- 1.32. **“Insured Event”** shall mean an occurrence described in the Insurance Rules and specified in the Insurance Policy for which the Insurer is obliged to pay the insurance indemnity. The Insured Events shall be deemed to be only such events which occur in the Insurance Coverage Territory (indicated in the contract) specified in the Insurance Contract during the insurance coverage period.
- 1.33. **“Insurance Rules”** shall mean the standard terms and conditions of the prepared Insurance Contract.
- 1.34. **“Intermediate Travel Point in Case of Travel Financial Loss Risk”** shall mean a place in which the Insured Person boards another public transport indicated in the ticket leaving according to the pre-established schedule after the moment of the start of the Travel within 24 hours from arrival of the public transport; the period of changing the public transport vehicles shall not be shorter than 90 minutes.
- 1.35. **“Missed Travel Connection”** shall mean an inability of the Insured Person to continue the travel due to an event, which occurred after the moment of the start of the travel while the Insured Person was travelling to the Intermediate Travel Point.
- 1.36. **“Medical Repatriation”** shall mean returning of the Insured Person to his/her country of domicile for further inpatient medical treatment.

- 1.37. **“Non-Insured Event”** shall mean an accident indicated in the Insurance Rules and/or laws upon occurrence of which the Insurer does not pay an insurance indemnity .
- 1.38. **“Official Competitions and Trainings”** shall include events occurring while the Insured Person participates in any officially organised sports competitions and trainings unless the individual terms and conditions of the Insurance Contract provide for otherwise. The officially organised sports competitions and trainings shall be such as organised by sports organisations, sports clubs, sports schools, sports centres, sports facilities, sport federations, associations and societies and other organisations and institutions engaged in sports activities having legal personality which create conditions for practicing physical education and sports, preparing sportsmen, organising sports competitions and other physical education and sports events. Officially organised sports competitions shall be conducted according to the regulations of the competitions which must correspond to the rules of sports competitions. The regulations must indicate the organisers of the competitions and the terms and conditions, procedure for conducting competitions and directions for security, awards of any type are also received.
- 1.39. **“Policyholder”** shall mean a natural or legal person who addresses the Insurer or its representative for conclusion of an insurance contract or to whom Balcia offered to conclude an insurance contract or who concluded an insurance contract with Balcia and must pay insurance premiums.
- 1.40. **“Person Maintaining a Common Household”** shall mean a person with whom the Insured Person has maintained a common household at least for one year. Maintaining of a common household shall be evidenced by such documents as the jointly purchased dwelling, joint mortgage loan, common child, joint tenancy contract etc.
- 1.41. **“Period of validity of insurance cover for a foreign national”** - the insurance cover in the Republic of Lithuania shall be valid from the moment of payment of the insurance premium, for the period specified in the insurance policy or from the moment when the Insured enters from the Republic of Lithuania to a Schengen State and stays there for a period that covers the period specified in the insurance policy.
- 1.42. **“Representative of the Insurer”** shall mean the person acting in the name of the Insurer.
- 1.43. **“Risk Increase”** shall mean a change in the circumstances after conclusion of the Insurance Contract which result in a substantial change in the Insurance Risk. The changed travelling conditions (for example, the change in the number of the Insured Persons; the change in the purpose of the travel; the change in the type of activities; the Insured Person engages in sports or the particular kind of sports although this is not indicated in the Insurance Contract, at the moment of conclusion of the Insurance Contract; the Insured Person has a high risk leisure), an increase in the risk of the Insured Person (for example, the Insured Person becomes disabled, contracts an incurable or mental illness, is recognised as an incapacitated subject by the court or has left Lithuania at the moment of conclusion of the contract) and other cases which the Insurer recognises as a risk increase may be recognised as such circumstances.
- 1.44. **“Start of the Travel in Case of Travel Financial Loss Risk”** shall mean that the travel is deemed to have started from the moment of the departure of the first public transport indicated in the travel ticket by which the Insured Person travels abroad according to the pre-established schedule but not earlier than from the moment of entry into force of the Insurance Contract.
- 1.45. **“Sum Insured”** shall mean the sum of money specified in the Insurance Contract or amount of money calculated in accordance with the procedure prescribed in the Insurance Contract, which shall be equal to the maximum insurance indemnity, which

may be paid out according to the Insurance Contract, except for the cases provided for in the Insurance Contract.

- 1.46. **"Sports Activities"** shall mean participation in any sports activities, trainings or competitions of any type held by the sports organisation. Sports organisations include public and private sports clubs, sports centres, sports schools, sports facilities, sport federations, associations and societies, other organisations and institutions engaged in sports activities having legal personality which create conditions for practicing physical education and sports, preparing sportsmen, organising sports competitions and other physical education and sports events. Individual or group sporting activities which are not organised by a sports organisation and are only leisure of the Insured Person shall not be considered as sports activities and they are not rewarded with any type of reward. Insurance coverage applies to those sports covered by the insurance policy.
- 1.47. **"Terrorist Acts (Terrorism)"** shall mean endangering life or health of many people, property through the use or threatening to use force (for example, by exploding, setting on fire, spreading radioactive, biological or chemical harmful substances, preparations, microorganisms etc.) in pursuit of religious, ideological, political and ethnic goals and in order to influence or intimidate the government, society or a part thereof.
- 1.48. **"Travel Price in Case of Travel Financial Loss Risk"** shall mean an amount of documented expenses which shall include the travel tickets and prepaid costs of overnight accommodation, rental of a vehicle and excursions in case of travelling on one's own. In case of travelling according to the tourist services contract or tour operator contract, the price shall mean the price of the paid travel voucher.
- 1.49. **"Travel Baggage/Baggage Item"** shall mean personal belongings at the disposal of the Insured Person during the travel and belonging to him/her by the ownership right (or taken as a whole) including the items transported as gifts or different sport facilities.
- 1.50. **"Travel Cancellation"** shall mean inability of the Insured Person to start his/her travel due to an event which has occurred before the moment of the start of the travel for the reasons beyond the will of the Insured Person as specified in the paragraph "Insured Events of Travel Financial Loss".
- 1.51. **"Travel Interruption"** shall mean an inability of the Insured Person to continue his/her travel due to an event which occurs for the reasons beyond the will of the Insured Person which he could not foresee in advance and which occurred after the moment of the start of the travel.
- 1.52. **"Travel (in Case of Foreigner Medical Expense Insurance)"** shall mean arrival of the Insured Person (foreign national) to the Republic of Lithuania lasting at least for 1 (one) day.
- 1.53. **"Travel in a Foreign State"** shall mean then the Insured Person's moment of crossing the border of the Republic of Lithuania and the period of stay in the Foreign State.
- 1.54. **"Temporary disability"** - a case where the insured's functions are partially impaired.

2. Travel Insurance Contract

2.1. Insurance Object

2.1.1. The object of the travel insurance shall be the property interests of the Insured Person, the Policyholder in relation to the Insured Person's life, health, property or civil liability while the Insured Person is abroad during the travel (except for the Travel financial loss insurance risk where the Insured Person cannot leave for the reasons attributable to insured events) and, in case of Foreigner Medical Expense Risk, while staying in Lithuania or in Lithuania or the Schengen States.

2.1.2. The Insurance Object shall be separately specified in the Insurance Policy.

2.2. Documents of the Insurance Contract

2.2.1. The Insurance Contract shall consist of the following documents:

2.2.1.1. the Application for conclusion of the Insurance Contract in written or other form submitted by the Policyholder or his representative to the Insurer. If the Insurer is provided with a sufficient amount of data for risk assessment, a separate application may be not provided. The Insurer accepting the application shall not be obliged to conclude the Insurance Contract; it shall be entitled to refuse to conclude the Insurance Contract without specifying the reason;

2.2.1.2. these Travel Insurance Rules (hereinafter referred to as the "Rules");

2.2.1.3. the Insurance Policy which may include annexes, for example, if more than six persons are ensured, a list of the Insured Persons.

2.2.2. The Insurance Contract shall be concluded for the insurance period agreed by the Policyholder and the Insurer and indicated in the Insurance Policy.

2.2.3. The fact of conclusion of the Insurance Contract shall be evidenced by the Insurance Policy issued by the Insurer.

2.2.4. By signing the Insurance Contract or paying the total insurance premium or the first instalment thereof (if payment of the insurance premium is arranged in instalments) the Policyholder shall certify that he has familiarised himself with the Rules, received a copy thereof and concludes the Insurance Contract.

2.3. Policyholder's Duty to Disclose Information

2.3.1. Before concluding the Insurance Contract, the Policyholder shall be obliged to furnish the Insurer with all information necessary for assessment of the policy risk which is available to him and requested by the Insurer.

2.3.2. If the Policyholder intentionally provides information known to be false or fails to disclose all necessary information, the Insurer shall be entitled to request to annul the Insurance Contract.

2.3.3. If the Policyholder fails to provide the information specified in this Section or provides false information through negligence, the Insurer:

2.3.3.1. shall be obliged to offer to the Policyholder to amend the Insurance Contract within two months from the date of finding out the afore-mentioned circumstances and if the latter refuses or fails to respond to the proposal put

forward by the Insurer within 1 (one) month from the date of sending the proposal, terminate the Insurance Contract;

2.3.3.2. in case of an Insured Event, to pay out a part of the insurance indemnity under the procedure established by the law.

2.3.4. In case if the Insurer would not have concluded the Insurance Contract if he was aware of the circumstances of which the Policyholder has failed to notify, he shall be entitled to request to terminate the Insurance Contract within two months from the date of finding out about such circumstances.

2.4. Validity of the Insurance Coverage

2.4.1. The insurance coverage, i.e. the Insurer's obligation to pay an insurance indemnity in case of an Insured Event, shall be applicable from the start of the insurance period indicated in the Insurance Policy, except for the cases where entry into force of the insurance coverage is associated with payment of the insurance premium or the first instalment thereof. If the Policyholder fails to pay the insurance premium or the first instalment thereof the payment of which is associated with entry into force of the Insurance Contract (the indicated premium due date is earlier or coincides with the date of entry into force of the Insurance Contract), the Insurance Contract shall not be valid from the effective date indicated in the Insurance Contract.

2.5. Amendments to the Insurance Contract

2.5.1. The Insurance Contract may be amended and/or supplemented by written mutual agreement between the Insurer and the Policyholder.

2.5.2. All amendments and supplements to the Insurance Contract shall come into force as of the date of signature thereof unless another date of entry into force is indicated in such amendments and supplements.

2.6. Expiry of the Insurance Contract

2.6.1. The Insurance Contract shall expire:

2.6.1.1. upon expiry of the Insurance Contract;

2.6.1.2. if the Insurer pays out all insurance indemnities indicated in the Insurance Contract;

2.6.1.3. in case of liquidation of the Policyholder (in case of a legal person) where no assignee of its rights and duties exists. In this case, the Insurance Contract shall be deemed to have expired from the first day of the period for which the insurance premiums have not been paid;

2.6.1.4. in case of death of the Insured Person or in the event of redundancy of the insured post if there are no more employees;

2.6.1.5. on the initiative of the Policyholder, by giving a written notice to the Insurer 15 (fifteen) calendar days to the expected day of termination of the Insurance Contract;

2.6.1.6. if the Insurance Contract is terminated on the initiative of the Insurer under the procedure established in the law or if the Policyholder materially breaches (for example, improper performance of the duty to pay the insurance premium) the terms and conditions of the Insurance Contract;

2.6.1.7. on other grounds set out in the law.

- 2.6.2. In case of termination or expiry of the Insurance Contract, the Policyholder's duty to pay the insurance premium for the insurance coverage period till termination/expiry of the Insurance Contract shall remain.
- 2.6.3. In case of termination of the Insurance Contract before the Insurance period set forth therein, at written request of the Policyholder, the insurance premium for the remaining not used Insurance Period of the Insurance Contract shall be repaid to the Policyholder after deduction of the costs of conclusion and performance of the Insurance Contract incurred by the Insurer. The afore-mentioned costs shall made 30 per cent of the amount of the insurance premium repaid to the Policyholder minimum EUR 20). If it is impossible to deduct the costs of conclusion and performance of the Insurance Contract, the afore-mentioned costs must be paid by the Policyholder.
- 2.6.4. The Insurer shall calculate the amount of the repayable insurance premium in proportion with the duration of the not used insurance coverage period considering that each starting day start be considered as a full day.

3. Procedure for Calculation and Payment of the Insurance Premium

- 3.1. The Insurer shall calculate the amount of the insurance premium on the basis of the information provided by the Policyholder including the duration of the travel, the Sum Insured, chosen insurance risks, insurance coverage territory, type of the travel and other relevant information.
- 3.2. The total insurance premium shall be paid by one-off-payment at the moment of conclusion of the Insurance Contract, except for the cases where the Insurance Policy indicates another method of payment of the insurance premium, time limits and schedule; in such case, the payment shall be arranged in instalments and full information shall be indicated in the Insurance Policy.
- 3.3. The insurance premium or a part thereof where the insurance premium is made in instalments shall be deemed to be paid after making the transfer to the bank account of the Insurer or his representative. The date of crediting the funds in the bank account of the Insurer or his representative shall be deemed to be the date of payment of the insurance premium.
- 3.4. Only payment of the total insurance premium or total instalment thereof where the insurance premium is made in instalments shall be considered as proper fulfilment of the Policyholder's duty to pay the insurance premium.
- 3.5. If the Policyholder fails to pay the insurance premium or a part thereof where the insurance premium is paid in instalments within the time limit indicated in the Insurance Policy, at the request of the Insurer, the Policyholder shall pay the default interest at the rate of 0.02 (two hundredths) per cent upon the outstanding amount for each day of delay to pay.
- 3.6. If the Policyholder fails to pay the insurance premium or a part thereof where the payment is made in instalments within the time limit indicated in the Insurance Policy and the Insurance Contract expires, the Insurer shall be entitled to subcontract the companies performing the debt collection services for collection of the debt and the Policyholder shall undertake to indemnify the Insurer against the costs related to collection of the debt under the Insurance Contract.

4. Insured Events

- 4.1. According to these Rules, the costs incurred by the Insured Person or related to the Insured Person while he/she is abroad (in case of Foreigner Medical Expense Risk, in Lithuania or in Lithuania or the Schengen States) arising as a result of sudden and unexpected events which could not be foreseen in advance, before concluding the contract shall be deemed to be an insured event.
- 4.2. Exceptions from paragraph 5.1 of these Rules shall not be considered as Non-Insured Events for which the Insurer shall not pay the insurance indemnities referred to in Section 6 hereof.

5. Non-Insured Events

- 5.1. The following events shall be deemed to be Non-Insured Events:
 - 5.1.1. occurring due to or resulting from war, invasion, hostile acts by a foreign state, military operations or operations equivalent to them such as civil war (whether war is declared or not), riot, strike, rebellion, insurrection, revolution, declared state of emergency, marauding, vandalism, sabotage, strike, lockout, public order disturbances to the extent considered as a revolt or 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 are also not compensated;
 - 5.1.2. occurring due to or resulting from a direct or indirect impact of nuclear explosion, nuclear energy or radioactive substances, direct or indirect radioactive pollution and any radiation (electromagnetic, heat, light etc.) and use of chemical, biological substances not for the intended purpose;
 - 5.1.3. occurring due to or resulting from terrorist acts which shall be perceived as different actions expressed as using power or threatening to use it by any person or a group of persons who act in solitude or on behalf of any organisation or government for political, economic, religious, ideological or similar purposes with a view to affecting the government or intimidating the society or a part thereof; and all other losses or costs directly or indirectly incurred due to prevention of such actions are also not compensated;
 - 5.1.4. occurring due to intentional actions of the Policyholder, the Insured Person or the Beneficiary;
 - 5.1.5. where the Insured Person or his relatives used a firearm and this was a reason for arising of damage;
 - 5.1.6. which occurred (or the consequences of them arose) not during the Insurance Period of the Insurance Contract and/or not in the Insurance Coverage Territory or during the period of suspension of the insurance coverage where the insurance coverage was not applicable;
 - 5.1.7. which are directly or indirectly related to the Insured Person's epileptic seizures, pathological bone fractures, mental disorders or depression;
 - 5.1.8. health disorders which are the consequence of consumption of alcohol and/or other psychotropic substances;

- 5.1.9. a suicide or a suicide attempt or intentional self-injury by the Insured Person;
- 5.1.10. which occurred when the Insured Person was driving a vehicle when the Insured Person did not have the right to drive it or was under the influence of alcohol, narcotic or other toxic substances or let a person who did not have the right to drive or was under the influence of alcohol, narcotic or other toxic substances drive it;
- 5.1.11. which occur due to engagement in physical work, sports or extreme sports except for the cases where insurance of such activities is indicated in the Insurance Contract;
- 5.1.12. which occur due to a health disorder resulting from treatment of congenital and/or chronic diseases and/or aggravations thereof and related direct and indirect expenses;
- 5.1.13. medical expenses incurred as a result of pregnancy (including health disorders of the pregnant woman and/or foetus, giving birth, abortion, complications after giving birth, natal, postnatal disorders etc.) except for the expenses necessarily incurred after entry into force of the Insurance Contract due to elimination of pregnancy complications not exceeding the amount of EUR 300 per day for the entire Insurance Period of the Insurance Contract;
- 5.1.14. which occur when the Policyholder/Insured Person violates the occupational safety requirements through gross negligence;
- 5.1.15. where the Insured Person consumed alcohol or other toxic substances after the event which can be recognised as an insured event or the moment of occurrence of damage till examination by a physician or avoided an alcohol or intoxication test;
- 5.1.16. which occur to the Insured Person as a passenger travelling by a vehicle driven by a person who was under the influence of alcohol or did not have the right to drive the vehicle if the Insured Person was aware or had to be aware that the driver did not have the right to drive the vehicle or was under the influence of alcohol;
- 5.1.17. which occurred during the individually organised hikes or expeditions into locations with extreme climate conditions (such as desert, open sea, polar zone etc.);
- 5.1.18. the occurrence of which was influenced by the Insured Person's diseases (traumas) due to which public institutions have established the Insured Person's working capacity (disability) level including mental disease;
- 5.1.19. which have occurred during military service of the Insured Person in the army or another similar unit, during war, military activities or peacekeeping mission;
- 5.1.20. which occurred during the period of probation, remand custody, arrest of the Insured Person, service of a custodial sentence by the Insured Person or application of forced medical measures in respect of the Insured Person and while the Insured Person is under supervision of a special education institution;
- 5.1.21. damage arisen as a result of order or decision of public authorities (confiscation, seizure, destruction, expropriation, detention etc.)
- 5.1.22. which occurred as a result of a failure to comply with lawful directions of law enforcement officers or other authorised officers by the Insured Person;
- 5.1.23. damage in relation to the started or carried out physical works unless the Insurance Contract provides for otherwise;
- 5.1.24. damage arisen while doing sports unless the Insurance Contract provides for otherwise;

damage arisen by reason that the Insured Person was engaged in extreme sports unless the Insurance Contract provides for otherwise;

5.1.25. which occurred due to force majeure circumstances provided for in the legal acts of the Republic of Lithuania.

6. Insurance Coverage Territory

6.1. Insurance Coverage Territory:

6.1.1. For the citizens of the Republic of Lithuania: the territory indicated in the insurance policy except for the Republic of Lithuania and the country of domicile of the Insured Person unless the Insurance Contract provides for otherwise. In case of Travel Cancellation and delay at departure, in addition to the territory indicated in this paragraph, the Insurance Coverage Territory shall also include the Republic of Lithuania and the country of domicile of the Insured Person.

6.1.2. For non-nationals (non-residents) of the Republic of Lithuania, one of the following Insurance Coverage Territories: Lithuania or Lithuania and the Schengen States, the insurance coverage shall not be valid in the country from which the Insured Person originates or the country of domicile of the Insured Person unless the Insurance Contract provides for otherwise.

7. Sum Insured

7.1. The Sum Insured shall mean the amount of money indicated in the Insurance Contract or calculated under the procedure established in the Insurance Contract which cannot be exceeded by the insurance indemnities except for the cases set out in the Insurance Contract.

7.2. The Sum Insured shall be set for each Insured Person and each chosen insurance risk unless the Insurance Contract provides for otherwise.

7.3. The Sum Insured shall be reduced by an amount of insurance indemnities paid out to each Insured Person. After payment of all sums insured provided for in the Insurance Contract, the Insurance Contract shall expire.

8. Rights and Duties of the Policyholder

8.1. **The Policyholder shall be entitled**

8.1.1. to familiarise himself/herself with the Rules and the insurance product information document and receive a copy thereof from the Insurer;

8.1.2. to submit an application for conclusion of the Insurance Contract to the Insurer;

8.1.3. to amend, supplement and/or terminate the Insurance Contract under the procedure established in the laws and/or the Insurance Contract;

8.1.4. subject to written consent of the Beneficiary indicated in the Insurance Contract, to request that the Insurer paid out an insurance indemnity;

8.1.5. to receive information on the progress of an investigation of the Insured Event without violating the applicable legal acts;

8.1.6. in case of a decrease in the insurance risk, the Policyholder shall be entitled to request that the Insurer amended the terms and conditions of the Insurance Contract or decreased the insurance premium.

8.2. **The Policyholder shall be obliged:**

8.2.1. at the instruction of the Insurer, to submit a written application for conclusion of the Insurance Contract;

8.2.2. to furnish the Insurer with correct information on all circumstances concerning the insurance object of which he/she is aware and indicated in the Insurer questionnaire or in other documents before conclusion of the Insurance Contract and set out in these Rules as well as other circumstances which may have a substantial impact on assessment of the insurance risk. The afore-mentioned requirement shall also be applicable in case of an insured event and an event which may be recognised as an insured event;

8.2.3. during the Insurance Period of the Insurance Contract, the Policyholder and/or the Insured Person shall be obliged to immediately but not later than within 3 working days, notify the Insurer of any changes in the circumstances which may influence occurrence of an insured event and/or damage to the Insurance Object and the amount of possible losses (increase or decrease in the Insurance Risk) including but not limited to the cases provided for in paragraph 12.1 hereof;

8.2.4. the Policyholder or the Insured Person shall be obliged to notify the Insurer of all insurance contracts concerning the same risks concluded or to be concluded with other insurance companies and the terms and conditions thereof before conclusion of the insurance contract and during the Insurance Period of the insurance contract;

8.2.5. to pay the insurance premium within the time limits set out in the Insurance Policy;

8.2.6. to notify the Insurer of a change in the contact details (address, telephone number, e-mail address) in writing not later than within 3 working days from the moment the information changes;

8.2.7. to cooperate with the Insurer in exercise of the right of recourse against the person responsible for the Insured Event by the latter.

9. **Rights and Duties of the Beneficiary**

9.1. If the Insurance Contract is concluded for the indemnity of another person, the Beneficiary shall be entitled to receive an insurance indemnity if it is not contrary with the mandatory legal rules and the Insured Person has furnished the Insurer with a written request for transfer of the insurance indemnity to another person.

9.2. The Beneficiary shall be entitled to receive information on the progress of investigation of the Insured Event and other related information without prejudice to the applicable legal acts.

9.3. In case of an Insured Event, the Beneficiary shall be obliged to furnish the Insurer with all available documents and/or information on the circumstances and consequences of the Insured Event.

10. Rights and Duties of the Insurer

10.1. The Insurer shall have the right

- 10.1.1. to request and receive all information necessary for risk assessment from the Policyholder;
- 10.1.2. having received information on an increase in the Insurance Risk, the Insurer shall be entitled to amend the terms and conditions of the Insurance Contract and request to pay an additional insurance premium;
- 10.1.3. if the Insurance Contract is concluded through the representative of the Policyholder, familiarise him and not directly the Policyholder with the Rules. Familiarisation of the representative of the Policyholder with the Rules and provision of a copy thereof to the representative of the Policyholder shall be considered as duly fulfilled duty of the Insurer to disclose the terms and conditions of the Insurance Contract to the Policyholder;
- 10.1.4. in case of a change in the Insurance Risk, to request for amendment of the terms and conditions of the Insurance Contract or early termination of the Insurance Contract under the procedure prescribed herein;
- 10.1.5. to refuse to enter into the Insurance Contract without specifying the reasons;
- 10.1.6. the Insurer shall be entitled to decrease the amount of the insurance indemnity or refuse to pay the insurance indemnity if the Policyholder or the Insured Person (if he/she was aware of conclusion of the Insurance Contract for his/her indemnity) fails to notify the Insurer of the insured event which occurred within the afore-mentioned time limits intentionally or through gross negligence if such breach results in an increase in damage or the Insurer could not establish the circumstances and consequences of the event;
- 10.1.7. the Insurer shall be entitled to decrease the amount of the insurance indemnity or refuse to pay the insurance indemnity if the Policyholder or the Insured Person, ignoring his duty, has failed to assume actions which can minimise or eliminate the caused damage intentionally or through gross negligence.

10.2. The Insurer shall undertake:

- 10.2.1. in case of occurrence of an Insurance Event, to pay insurance indemnities under the procedure and within the time limits established in the legal acts and these Rules;
- 10.2.2. not to disclose the confidential information of the Policyholder, the Insured Person, the Beneficiary and other persons related to the Insurance Contract to third parties without a prior written consent, except for the cases set out in the legal acts;
- 10.2.3. to process the personal data of the Policyholder, the Insured Person, the Beneficiary and other persons related to the Insurance Contract received at the moment of conclusion of the Insurance Contract and performance of the Insurance Contract in accordance with the provisions of the legal acts and these Rules;
- 10.2.4. to notify the Policyholder and the Beneficiary of the progress of the Insured Event under the procedure established in the legal acts.

11. Change in the Insurance Risk

- 11.1. During the Insurance Period of the Insurance Contract, the Policyholder shall be obliged to immediately notify the Insurer of all circumstances which may influence occurrence of an insured event and the amount of possible losses as a result of which the insurance risk may increase in writing. The circumstances which must be reported shall be as follows:
- 11.1.1. the Insured Person starts to do physical work;
 - 11.1.2. the Insured Person decides to engage in sports activities and/or extreme sports and participate to official sports competitions or trainings;
 - 11.1.3. the Insured Person decides to travel to the territory which is not chosen in the Insurance Policy;
 - 11.1.4. the Insured Persons is already abroad at the moment of the Insurance Contract and fails to notify the Insurer.
- 11.2. Having received information on an increase in the Insurance Risk, the Insurer shall be entitled to amend the terms and conditions of the Insurance Contract and request to pay an additional insurance premium. In the event of a decrease in the Insurance Risk, the Policyholder shall be entitled to request that the Insurer amended the terms and conditions of the Insurance Contract or decreased the insurance premium.
- 11.3. If the Policyholder does not accept the offered amendments to the Insurance Contract or fails to provide his position within one month from the date of sending the new terms and conditions Insurance Contract, the Insurer shall be entitled to terminate the Insurance Contract upon expiry of the time limit indicated in this sentence without giving a separate notice.
- 11.4. In case if the Insurer would not have concluded the Insurance Contract if he was aware of the increased risk, the Insurer shall be entitled to request to terminate the Insurance Contract within 2 (two) months from the date of finding out about the increased risk.

12. Upon Occurrence of an Insured Event

- 12.1. Upon occurrence of an insured event, the Policyholder or the Insured Person shall be obliged:
- 12.1.1. to assume all reasonable and available measures to minimise the amount of losses;
 - 12.1.2. to immediately notify the competent authorities of an insured event (report a theft or a traffic accident to the police, a fire to the fire service, a communication emergency to the emergency service, an explosion to the police and emergency service etc.);
 - 12.1.3. to notify the Insurer or its assistance company of an insured event and furnish it with detailed information on all circumstances of such event of which the Policyholder/Insured Person is aware within 1 day (excluding rest days and public holidays) and, at the request of the Insurer, confirm such event and complete the documents of the form established by the Insurer in writing within 3 working days;
 - 12.1.4. to correctly and fully complete the notice (questionnaire) concerning the event which may be recognised as an insured event sent by the Insurer and immediately send it to the Insurer and provide the Insurer with all documents

related to the event and/or indicated by the Insurer and comply with all lawful requirements of the Insurer;

12.1.5. to assist the Insurer to exercise the right of subrogated claim, furnish the Insurer with all information on the person/company responsible for the caused damage of which the Policyholder is aware;

12.1.6. the Policyholder/Insured Person must enable the Insurer to examine the place of a possibly insured event, carry out an investigation and question the witnesses and carry out other claim handling actions with a view to establishing if the event is insured, the reason of the loss and assess the amount of the loss.

12.2. If the Policyholder, the Insured Person or the Beneficiary fails to comply with the duties provided for herein intentionally or through gross negligence, the Insurer shall be entitled to decrease the insurance indemnities or refuse to pay it.

13. Determination of Damage

13.1. Having received initial information, the Insurer shall carry out an investigation of an event which may be recognised as an insured event during which enquiries shall be made to the respective justice, law enforcement, personal health care, social security, medical examination bodies, institutions in which the lists of psychoneurological, toxicological, narcological records are compiled and other institutions to which data on the fact, circumstances and consequences may be available. When recording the circumstances of the event, the Insurer shall be entitled to take photos and make video (audio) records. The Insurer shall be entitled to engage institutions, experts, specialists or researchers of the respective area for investigation of the Insured Event.

13.2. Having received initial information on the event, the Insurer shall immediately furnish the Policyholder or the Insured Person with a form of the report of the insured event (questionnaire) for completion and the Policyholder or the Insured Person must complete it and provide it to the Insurer within the time limits set out herein.

13.3. The Insurer's conclusions shall be binding if it is not proved that they do not correspond to the real situation.

14. Payment of the Insurance Indemnity

14.1. The insurance indemnity or the first instalment thereof shall be paid out not later than within 30 days from the date of receipt of all information relevant to determination of the fact of the Insured Event, the circumstances, consequences of the Insured Event and the amount of the insurance indemnity.

14.2. If the event is an Insured Event and the Policyholder and the Insurer fail to reach an agreement on the amount of the insurance indemnity, at the request of the Policyholder, the Insurer shall be obliged to pay out the insurance indemnity equal to the insurance indemnity not disputed by the Parties if determination of the exact amount of the damage lasts longer than 3 months.

14.3. If the insurance indemnity under insurance against accidents is paid by instalments, the second and third instalments shall be paid within 30 days from the medical documents evidencing the effectiveness of rehabilitation of the Insured Person and other relevant

information on the health condition of the Insured Person, the date of receipt but not earlier than after two or three years from the date of the insured event.

- 14.4. If the Insurer delays to pay the insurance indemnity through its own fault, the Insurer shall pay interest at the rate of 3 per cent per annum for the insurance indemnity or a part thereof the time limit for payment of which has been missed.

15. Reduction or Non-Payment of the Insurance Indemnity

- 15.1. The Insurer shall be entitled to decrease or refuse to pay the insurance indemnity if:
- 15.1.1. at the moment of conclusion of the Insurance Contract the Policyholder provided false information on the Insurance Object and circumstances which are essential to assessment of the Insurance Risk and/or possible damage (expenses);
 - 15.1.2. the Policyholder, the Insured Person or the Beneficiary has failed to notify the competent bodies and institutions, the representative of the Insurer and, in case of baggage insurance, the carrier or administration of the place of accommodation, of an insured event in due time;
 - 15.1.3. the Policyholder, the Insured Person or the Beneficiary has failed to notify the Insurer of the insured event which has occurred and, therefore, the Insurer or its representative cannot determine the exact amount of the incurred expenses;
 - 15.1.4. the Policyholder, the Insured Person or the Beneficiary knowingly fails to perform all or any obligations or legally substantiated requirements of the Insurer;
 - 15.1.5. the Policyholder, the Insured Person or the Beneficiary has received total or partial compensation of losses from the person responsible for the damage unless the laws provide for otherwise;
 - 15.1.6. the incurred costs are a consequence of non-insured event;
 - 15.1.7. the Policyholder, the Insured Person or the Beneficiary or their representatives intentionally furnished the Insurer with false information or documents having a substantial impact on assessment of the Insurance Risk and/or possible losses or unlawfully increased the amount of the loss. In case of such suspicions, the Insurer shall be entitled to address the responsible pre-trial investigation institutions with a view to establishing the features and fact of a possible criminal act;
 - 15.1.8. if an insurance indemnity is due to the Policyholder, the Insured Person or the Beneficiary for compensation of the same losses under several Insurance Contracts, the Insurer shall be entitled to reduce the payable insurance indemnity in proportion with the decrease in the Sum Insured under the respective Insurance Contract. In any case, the insurance indemnity which must be paid by each insurance company shall be reduced in a proportionate manner under each Insurance Contract so that the total insurance indemnity did not exceed the total amount of the incurred losses to be compensated. The above condition shall not be applicable to the Accident Risk;
 - 15.1.9. if after payment of the insurance indemnity or a part thereof it becomes evident that the indemnity did not have to be made or the paid out indemnity had to be lower, at written request of the Insurer, the insurance indemnity or the overpaid amount shall be repaid to the Insurer within 30 calendar days from the request of the Insurer, except for the cases set out in the laws;

- 15.1.10. if the Policyholder, the Insured Person or the Beneficiary fail to comply with the duties set out herein, whether intentionally or through gross negligence, the Insurer shall be entitled to reduce the insurance indemnity or refuse to pay it;
- 15.1.11. The insurance indemnity shall not be paid if its payment would violate the regulation of trade, economic or other sanctions or embargoes established by the Republic of Lithuania, the EU or international organizations or other national or international legal acts applicable to the Insurer's activities.
- 15.1.12. other terms and conditions for refusal to pay an insurance indemnity provided for in the Insurance Contract or the respective legal acts.

16. Terms and Conditions of Amendment, Supplement and Termination of the Insurance Contract

- 16.1. The terms and conditions of the Insurance Contract may be supplemented or amended only by a mutual written agreement between the Insurer and the Policyholder.
- 16.2. The Policyholder shall be entitled to terminate the Insurance Contract at any time by giving a 15 days' written notice to the Insurer. In such case, the Insurance Contract shall be deemed to be terminated on the date indicated in the notice but not earlier than on the 15th (fifteenth) day from the receipt of the notice of termination. In such case:
- 16.2.1. if the insurance indemnity is not paid out or no claims are brought during the Insurance Period of the Insurance Contract, the Insurer shall repay to the Policyholder a part of the insurance premium less the contract conclusion and performance costs (30% upon the repayable amount minimum EUR 20) within 20 (twenty) calendar days from the receipt of the Policyholder's notice.
- 16.2.2. if the insurance indemnity was paid out and/or reserved or claims were brought during the Insurance Period of the Insurance Contract, the Insurer shall repay the part of the insurance premium which is equal to the difference between not used part off the insurance premium for the insurance period of the Insurance Contract and the paid out insurance indemnity less the contract conclusion and performance costs (30% upon the repayable amount minimum EUR 20) within 20 (twenty) calendar days from the receipt of the Policyholder's notice.
- 16.3. The Insurance Contract can also be terminated on other grounds set forth in the legal acts of the Republic of Lithuania governing legal insurance relationship.

17. Obligation of Confidentiality

- 17.1. 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 the legal acts;
- 17.2. For the purposes of provision of insurance services, the Insurer shall be entitled to disclose confidential information to independent experts and experts hired by the Insurer, reinsurance companies, legal representatives and advisors of the Insurer, Assistance company, companies related to the Insurer, courts or arbitral tribunal, the Beneficiary and in other cases set out in the laws without infringing the Policyholder's interests. The afore-mentioned obligation shall not be applicable where the parties must

provide information to competent public authorities in accordance with the requirements of the legislation of the Republic of Lithuania.

18. Assignment of the Rights and Duties of the Insurer under the Insurance Contract

- 18.1. If the Insurer receives an authorisation from the supervisory authority under the procedure established in the law, it shall be entitled to assign his rights and duties arising out of the insurance contracts to other insurers.
- 18.2. The Insurer shall be obliged to notify the Policyholder of his intention to assign his rights and duties by giving a 2 months' notice by publishing in at least 2 national newspapers.
- 18.3. If the Policyholder does not give his consent to assignment of the rights and duties of the Insurer, he shall be entitled to terminate the Insurance Contract on this basis within 1 (one) month from the date of assignment of the rights and duties in accordance with the procedure for termination of the Insurance Contract established therein. In such case, the insurance premiums paid by the Insured Person for the remaining Insurance Period of the Insurance Contract shall be repaid to the Insured Person. The Insurer shall calculate the amount of the repayable insurance premium in proportion with the duration of the not used insurance coverage period considering that each starting day is considered as a full day.

19. Processing of Personal Data

- 19.1. The personal data of the Policyholder, the Insured Person and the Beneficial Owner shall be processed in accordance with the valid legal acts and the privacy notice approved by the Insurer published on the Insurer's website at www.balcia.lt.

20. Governing Law and Dispute Resolution Procedure

- 20.1. The Insurance Contract shall be concluded on the basis of these Rules. In case of a conflict with the individual insurance conditions specified in the Insurance Policy and the terms and conditions set out in these Rules, the individual insurance conditions shall prevail.
- 20.2. The Policyholder, the Insured Person, the Beneficiary and other persons who acquire rights on the basis of the Insurance Contract must comply with the duties set forth herein;
- 20.3. The Rules shall be published on the Insurer's website at <http://www.balcia.lt>;
- 20.4. The Insurance Contract and any legal relationship arising out of the Insurance Contract shall be governed by the law of the Republic of Lithuania.
- 20.5. All disputes between the Insurer and the Policyholder arising out of the Insurance Contract shall be resolved by negotiations and, in the event of a failure to reach an

agreement, in the courts of the Republic of Lithuania under the procedure established in the law.

- 20.6. The disputes between the customers and the Insurer shall be resolved by the Supervision Service of the Bank of Lithuania located at the address with the Žirmūnų g. 151, LT-09128 Vilnius, website www.lb.lt, in accordance with the procedure established in the legal acts.
- 20.7. These Rules are in Lithuanian and English. In case of discrepancies between the Lithuanian and the English version of the Rules, the Lithuanian version shall prevail.

21. Procedure for Provision of Information

- 21.1. All notices given by the Insurer and the Policyholder to each other shall be given in writing in any of the following ways:
- 21.1.1. by delivery to the other Party at the addresses indicated in the Insurance Policy or other documents;
- 21.1.2. by sending a correspondence item by registered mail;
- 21.1.3. by e-mail- this option shall be marked in the Insurance Policy;
- 21.1.4. by other means agreed between the Policyholder and the Insurer.
- 21.2. The notices by one Party to another Party shall be deemed to be given a reasonable period from sending them by the means agreed between the Parties.

Special Terms and Conditions

Medical Expense Insurance

22. Medical Expense Insurance Risk

22.1. Insurance Object

- 22.1.1. The property interests related to the Insured Person's health disorders shall be insured in accordance with these terms and conditions.

23. Insured Events

- 23.1. The Policyholder and the Insurer shall agree to consider the cases (except for non-insured events and not compensated expenses) where during the Insurance period of the Insurance Contract the Insured Person suddenly and unexpectedly suffers from a health disorder/injury as a result of which the Insured Person suffers the damage specified in this Section hereof beyond his/her will in the Insurance Coverage Territory as Insured Events.

24. Non-Insured Events

24.1. Non-Insured Events and Not Compensated Expenses

- 24.1.1. The Policyholder and the Insurer shall agree that Non-Insured Events shall include the following:

- 24.1.1.1. the cases provided for in Section 6 and Section 16 of the General Terms and Conditions of the Rules;

- 24.1.1.2. the events incurred while the Insured Person was doing physical work (construction, agricultural, forest management, wood, metal processing, oil production, carriage of goods and/or passengers by road, air or sea, physical protection, warehousing and/or stevedoring, repair of machinery, construction of roads and/or bridges and similar work) except for the cases where the risk was chosen and this is indicated in the Insurance Contract;

- 24.1.1.3. addictions, oncological diseases, sexually transmitted diseases (including the HIV virus) and health disorders resulting from the diseases provided for in this paragraph or consequences thereof;

- 24.1.2. In addition to the events set out in paragraph 24.1.1. hereof, the Policyholder and the Insurer shall also agree that the following expenses are not compensated under the Insurance Contract:

- 24.1.2.1. medical services exceeding the scope of the emergency medical assistance and expenses of removal of cosmetic defects, medical examination conclusions and certificates, disinfection, vaccination, purchase of food additives and supplements, articles for personal hygiene;

- 24.1.2.2. expenses of medical examination, pregnancy treatment, abortion, birth giving, postnatal illnesses except for expenses of emergency medical assistance due to pregnancy complications which were not and could not be foreseen by the Policyholder or the Insured Person before the date of conclusion of the Insurance Contract or the moment

- of departure to a Foreign State if the date of departure is later than the date of conclusion of the Insurance Contract;
- 24.1.2.3. 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;
 - 24.1.2.4. expenses of purchased or rented crutches or splints if the medical aids were used not due to an insured event and/or without prescription of the physician;
 - 24.1.2.5. expenses of psychoanalytic therapy or psychotherapy;
 - 24.1.2.6. expenses of diagnostics and treatment of congenital chronic diseases, complications thereof and diseases which started before the start of the insurance coverage irrespective of whether they were treated before the event or not except for the expenses of removal of severe pains and life threatening conditions;
 - 24.1.2.7. expenses of dental treatment except for pain relieving treatment;
 - 24.1.2.8. expenses incurred by the Insured Person in the Republic of Lithuania or country of the place of domicile. The afore-mentioned condition is not valid if the Foreigner Medical Expense Risk is chosen;
 - 24.1.2.9. expenses of the person accompanying the Insured Person in case of medical repatriation incurred in his/her country of domicile;
 - 24.1.2.10. expenses of search for the body of the Insured Person;
 - 24.1.2.11. other expenses referred to in paragraph 24.1. hereof.

25. Duties of the Insured Person in Case of an Insured Event

- 25.1. The Insured Person shall be obliged:
- 25.1.1. to fulfil the duties set out in the General Terms and Conditions;
 - 25.1.2. in case of an event, to immediately address a personal health care institution and comply with all directions of the physician;
 - 25.1.3. in case of inpatient treatment, to address the personal health care institutions belonging to the public health system and, if this is impossible or such health system is not available in the visited country, the personal health care institutions which have a licence for such activities issued by public authorities;
 - 25.1.4. if the Insured Person is insured with compulsory health insurance in the country of domicile, studies or works before receipt of inpatient treatment services, to submit a request for use of the medical services (fully or partially) paid by the funds of the budget of the Compulsory Health Insurance Fund and the document supporting such right to the personal health care institution and, in cases where the Insured Person does not have the afore-mentioned document with himself/herself, submit a request for obtaining of the document to the medical institution and comply with the directions of the Insurer or its representative in order to obtain such document;
 - 25.1.5. to notify the Insurer of a health disorder as soon as possible but not later than within 30 calendar days, except for the cases of death or hospitalisation in an inpatient personal health care institution. The Insurer must be notified of the case of death of the Insured Person immediately but not later than within 48 hours and of the case of

hospitalisation of the Insured Person in an inpatient personal health care institution, till receipt of inpatient treatment services. A notice must be given in writing in one of the following ways: by registered mail or e-mail; by completing the questionnaire at www.balcia.lt. In case of death or hospitalisation in an inpatient personal health care institution, where it is impossible to notify in writing within the time limits indicated in this paragraph, the Insured Person shall be obliged to immediately notify the Insurer by telephone **19001** or, in case of calling from abroad, by telephone **+370 5 2119 119**, and notify in writing within 30 calendar days if the Insurer fails to send a notice of the insured event earlier for completion;

- 25.1.6. to furnish the Insurer with medical documents supporting the health disorder, the circumstances and consequences thereof;
- 25.1.7. to furnish the Insurer with the original invoices for the provided medical services specifying the rates for each medical service separately. If according to the legal acts of the visited country, the original invoices are kept by the personal health care institutions, certified copies thereof must be provided;
- 25.1.8. to furnish the Insurer with the medical documents supporting the necessity for medical repatriation if payment of the medical repatriation expenses is requested;
- 25.1.9. to provide the Insurer with the medical documents evidencing the fact of death, the reasons and circumstances thereof if payment of the expenses of repatriation, cremation or burial of the body of the Insured Person is requested;
- 25.1.10. the Policyholder, the Insured Person or the Beneficiary shall not carry out the following actions without a prior written approval of the Insurer or a representative thereof:**
 - 25.1.10.1. shall not order the services of repatriation or burial of the body of the Insured Person;
 - 25.1.10.2. shall not take a decision on accompanying or visiting of the Insured Person;
 - 25.1.10.3. shall not use the services of an inpatient personal health care institution except for the cases where any delay is not justifiable in medical terms.

26. Insurance Indemnities, Procedure for Calculation and Payment Thereof

26.1. In case of an Insured Event, the indemnity shall be entitled to the expenses set out in this paragraph not exceeding the Sum Insured indicated in the Insurance Policy. In case of separate expenses, the Insurance Contract shall specify the maximum compensated amounts which shall be expressed as the particular figure or are calculated under the procedure prescribed in the Insurance Contract and arising of the right of the Policyholder or the Insured Person to compensation of the incurred expenses may be associated with existence of the circumstances and/or agreement specified in the Insurance Contract.

26.2. The Insured Person's treatment expenses shall include the following:

26.2.1. expenses of transportation of the Insured Person to the nearest personal health care institution and back to his/her place of residence in the Foreign State during his/her travel;

26.2.2. expenses of dental treatment provided by the personal health care institution in order to relieve toothache which cannot exceed EUR 150 during the entire Insurance Period of the Insurance Contract and, in cases where the Insurance Period of the Insurance Contract is not shorter than one year, the amount cannot exceed EUR 250 during the Insurance Period of the Insurance Contract;

26.2.3. expenses of purchase the medicinal products, dressings prescribed by physicians;

26.2.4. expenses of medical repatriation to the country of domicile of the Insured Person if the medical institution which provided Emergency Medical Assistance supports the necessity for medical repatriation in writing and treatment of the Insured Person is continued in an inpatient personal health care institution of his/her country of domicile or head office of his/her employer. The afore-mentioned expenses cannot exceed the expenses of medical repatriation to the Republic of Lithuania irrespective of the place of domicile of the Insured Person or head office of the employer;

26.2.5. expenses of the accompanying person which shall include the expenses of his/her subsistence in the Foreign State and travelling from the country of the place of hospitalisation of the Insured Person to the country of the domicile of the Insured Person or the head office of his/her employer and back to the country of domicile of the accompanying person if the necessity for accompanying of the Insured Person is supported by medical documents. The compensated expenses of travelling of the accompanying person shall not exceed the expenses of plane (economy class) and the subsistence expenses shall be compensated for not more than 7 calendar days not exceeding EUR 80 per day.

26.2.6. The expenses of transportation (burial) of the body of the Insured Person shall include the following:

26.2.6.1. the expenses of cremation of the body of the Insured Person and repatriation thereof to his/her country of domicile in case of his/her death. The compensated expenses shall not exceed the following amounts: EUR 10,000; expenses of repatriation of the body to the Republic of Lithuania. According to these Rules, repatriation of the body shall be transportation of the body of the Insured Person to his/her country of domicile;

26.2.6.2. the expenses of burial of the Insured Person in the Foreign State not exceeding the lower of the following amounts: EUR 10,000; expenses of repatriation of the body to the Republic of Lithuania.

26.2.6.3. The expenses of additional assistance to the Insured Person shall include the following:

26.2.6.3.1. the amount of EUR 25 per day in an inpatient personal health institution not exceeding EUR 100 per insured event if the Insured Person has a valid document evidencing his/her compulsory health insurance on the date of the insured event with him/her, provide it to the responsible employees of the afore-mentioned institution and his/her treatment is fully or partially paid from the budget of the Compulsory Health Insurance Fund;

26.2.6.3.2. expenses of telephone conversations not exceeding EUR 25 per Insurance Period if the Insured Person is treated in an inpatient personal health care institution;

26.2.6.3.3. expenses of travelling of a close relative or family member indicated by the Insured Person whose place of domicile is in the Republic of Lithuania or natural person residing in the country of the place of the inpatient personal health care institution in which the Insured Person is hospitalised to both directions (by train, bus or plane (economy class) if travelling by train or bus exceeds 12 hours) and expenses of accommodation in the country of the place of hospitalisation up to EUR 80 per day but for not more than 7 (seven) calendar days if the Insured Person in whose interests the Insurance Contract is concluded for the period not longer 30 calendar days travels alone or with a minor person and the duration of hospitalisation of the Insured Person exceeds 7 (seven) calendar days;

26.2.6.3.4. expenses of accommodation of a family member or close relative of the Insured Person in the country of the place of hospitalisation of the Insured Person till medical repatriation of the Insured Person to the Republic of Lithuania but not more than EUR 80 per day and for not more than 7 (seven) calendar days and expenses of travelling (not exceeding

the expenses of airfare (economy class) to the Republic of Lithuania if the Insured Person in whose interests the Insurance Contract is concluded for the period not longer than 30 calendar days, travels with the natural person mentioned in this paragraph and hospitalisation of the Insured Person in the inpatient health care institution lasts after the date of expiry of the Insurance Contract;

26.2.6.3.5. expenses of return of the Insured Person's children under 16 years old to the country of domicile of the Insured Person not exceeding the expenses of travelling by plane (economy class) to the Republic of Lithuania if they remain without supervision of minor children due to the Insured Person's health disorder or death;

26.2.6.3.6. the expenses provided for in paragraphs 26.2.6.3.3., 26.2.6.3.4. hereof shall not be compensated if the Insured Person requests to pay the expenses of the accompanying person provided for in paragraph 26.2.6.3.5. hereof. If the Insurer has already paid the expenses provided for in paragraph 26.2.6.3.3 or paragraph 26.2.6.3.4. but the Insured Person supports that participation of the medical personnel of the foreign health care institution in medical repatriation is necessary by medical documents, the paid expenses shall be deducted from the payable insurance indemnity.

Accident Insurance

27. Accident Insurance Risk

27.1. The Insurance Object shall be insured property interests in relation to the accidents suffered by the Insured Person.

28. Insured Events

28. 1. The Policyholder and the Insurer shall agree to consider the cases (except for non-insured events) where the Insured Person incurs an accident in the Insurance Coverage Territory during the Insurance period of the Insurance Contract as Insured Events.

29. Non-Insured Events

29.1. The Insurer shall not pay an insurance indemnity for accidents which, according to the General Terms and Conditions of these Rules, are deemed to be non-insured events.

29.2. The Insurer shall also not pay an insurance indemnity for the damage:

29.2.1. resulting from treatment or treatment procedures irrespective of who carried out such procedures except for the cases where the damage has arisen as a result of treatment of direct consequences of an accident;

29.2.2. resulting as a consequence of any disease even an unexpected disease;

29.2.3. resulting from accidents related with treatment of bodily injuries or health care procedures of the Insured Person including the cases of treatment of direct consequences of an accident;

29.2.4. arising after a trauma of the Insured Person, consequences and/or complications thereof due to the traumas and/or diagnosed diseases occurring before conclusion of the

Insurance Contract (e.g. osteoporosis, recurrent bone (joint) displacements (subluxation) or degenerative changes in joints/ligament disease/breaks and/or displacements of joint prostheses);

29.2.5. resulting from accidents while the Insured Person performs his/her work-related obligations threatening the Insured Person's health or life, in performance of which special qualified preparation and the respective permit issued by the competent authorities and which the Insured Person does not have (e.g. work with high voltage equipment, works at height and underground works, works with specialised machines, explosive substances, drilling of wells etc.) are required;

29.2.6. incurred as a result of infectious agents or other agents which get into the body of the Insured Person not due to external impact or through small lesions (bruising, scratches) of the skin or mucosa except for the cases of rabies, tetanus agents and cases where infectious agents got due to a surgery carried out or (radiotherapy, physiotherapy or pharmaceutical) treatment applied due to an accident;

29.2.7. arising as a result of an abdominal and/or abdominal cavity hernia;

29.2.8. sustained as a result of mental or disturbances of the state of consciousness, apoplexy, epilepsy or other convulsive seizures of the whole body of the Insured Person if such seizures occurred not due to external impact on the body of the Insured Person and due to mental reactions (in the state of affect) irrespective of the reason;

29.2.9. incurred as a result of chronic, congenital diseases;

29.2.10. sustained as a result of (radiotherapy, physiotherapy or pharmaceutical) treatment or surgeries carried out by the Insured Person himself/herself and allowed other persons to carry out if the treatment or surgery were not necessary due to an accident;

29.2.11. sustained while operating or using any aerial vehicles with or without motor, motor aeroplanes, light aircrafts, space vehicles and other gliding or flying air vehicles except for the cases where the Insured Person used an air transport vehicle classified as public transport while travelling from one place to another place and is not a member of crew of the vehicle;

29.2.12. sustained as a result of the actions of third parties if the Insurer being under the influence of alcohol and/or narcotic substances, potent medicinal products, toxic, psychotropic or other psychoactive substances provokes such actions by his/her actions;

29.2.13. the court decision on declaring the Insured Person missing shall not be considered as an accident.

30. Reduction or Non-Payment of the Insurance Indemnity

30.1. The Policyholder and the Insurer shall agree that the Insurer shall be entitled to reduce the insurance indemnity in the following cases:

30.1.1. in the cases set out in the General Terms and Conditions;

30.1.2. 40% (forty per cent) if the Insured Person sustains damage which would be lower if he/she had fastened safety belts, in the motor vehicle;

30.1.3. 40% (forty per cent) if emergence caused by external impact is direct consequence of the injuries incurred before the date of the accident, consequences of improperly provided medical assistance, carried out reconstructive plastic surgeries or diseases except for the diseases (traumas) due to which the public

authorities have established working capacity (disability) level and mental diseases for the Insured Person;

- 30.1.4. 40% (forty per cent) in case of a temporary disability except for injuries classified as disability;
- 30.1.5. in case of temporary disability, the Insurer shall not pay the second and/or third instalments of the insurance indemnity if, on the basis of the data on the effectiveness of rehabilitation of the Insured Person and other relevant information in the medical documents, it is determined that the body functions of the Insured Person impaired by external impact have restored or the Insured Person has improperly complied with the duty provided for in paragraph 31 hereof;

31. Duties of the Insured Person in Case of an Insured Event

31.1. The Insured Person shall be obliged:

- 31.1.1. to fulfil the duties provided for in the General Terms and Conditions;
- 31.1.2. to immediately but not later than within 48 hours address the personal health care institution;
- 31.1.3. to indicate the exact date of the accident and the circumstances thereof to the physician providing treatment;
- 31.1.4. to comply with the directions of the physician and assume available reasonable measures to minimise the consequences of the accident;
- 31.1.5. to immediately but not later than within 30 calendar days notify the Insurer of each accident except for the case of death. The Insurer must be notified of the case of death of the Insured Person within 48 hours in writing irrespective of whether the accident was reported or not. A notice shall be given in writing in one of the following ways: by registered mail or by e-mail; by completing documents on the website at www.balcia.it or to the Insurer by telephone **19001** or, in case of calling from abroad, by telephone **+370 5 2119 119**.

32. Cases of Accidents

- 32.1. The Policyholder and the Insurer shall agree that the insurance coverage may be provided in cases of death, disability, traumas. The risks the insurance of which has been agreed shall be expressly indicated in the Insurance Policy.
- 32.2. In case of death, the Beneficiary shall be entitled to request for an insurance indemnity in case of death if the Insured Person died as a result of an external impact on his/her body within one year from the date of the accident or the court declared the Insured Person dead and indicated in the decision that the Insured Person is missing in the circumstances allowing to believe that he has died as a result of an external impact on his body during the Insurance period of the Insurance Contract.
- 32.3. In case of disability, the Insured Person shall be deemed to have incurred an injury due to an external impact on his/her body enduring at least for 12 months from the date of the accident and evidenced by the medical documents issued not later than within 15 months from the date of the accident. In case of disability, an injury shall also be incurred by the Insured Person before expiry of the period of 12 months from the date of the accident if the medical documents support that the injuries would definitely

endure at least for 12 months from the date of the accident. A decrease in (loss of) working capacity of the Insured Person, the confirmed level of working capacity (disability) or assessment of the working capacity (disability in another form shall not be considered as a medical document supporting disability within the meaning of these terms and conditions).

- 32.4. In case of trauma - bone fractures or bodily injury incurred by the Insured Person as a result of which the Beneficiary becomes entitled to request for an insurance indemnity, must have occurred as a result of an external impact on his/her body and based on objective instrumental studies (X-ray image, computerised tomography scan or magnetic resonance images).
- 32.5. The Insurer and the Policyholder shall agree that the Insurer shall establish the Insured Person's injuries in accordance with the procedure for calculation of the damage prescribed in paragraphs 27–31 hereof, Annex 1 hereto and the medical documents of the Insured Person.

33. Procedure for Calculation and Payment of the Insurance Indemnity

- 33.1. In case of an insured event, the Beneficiary shall be entitled to an insurance indemnity for the fact of an accident (death, disability, trauma) indicated in the Insurance Policy and incurred by the Insured Person if the Insurer and the Policyholder have agreed on payment of the afore-mentioned insurance indemnities in cases of insured events at the moment of conclusion of the Insurance Contract and confirmed this in the Insurance Policy.
- 33.2. The insurance indemnity calculated in accordance with the provisions of this Section may be reduced on the grounds provided for in the Insurance Contract. In case of the particular injuries and/or insurance indemnities, additional rules of calculation and/or payment of the insurance indemnity may be established in the Insurance Contract.
- 33.3. The insurance indemnity cannot exceed the established Sum insured provided for in the Insurance Contract.
- 33.4. In case of death of the Insured Person, the Sum Insured payable in case of death of the Insured Person indicated in the Insurance Policy shall be paid out. In case of an injury, the insurance indemnity shall be calculated for each incurred injury and shall be equal to the percentage upon the Sum Insured determined for the particular accident case according to Annex 1.
- 33.5. If more than one injury has occurred in the same part of the body of the Insured Person due to an external impact, the Insurer shall pay an insurance indemnity only for the most serious injury and no insurance indemnity shall be paid for other less serious injuries.
- 33.6. If more than one injury occurs due to an external impact and all injuries are provided for in the same table of injuries laid down in Annex 1, the insurance indemnity shall be calculated by summing up the insurance indemnities for each injury but not exceeding the Sum Insured set for the injuries listed in the table.
- 33.7. If the Beneficiary requests to pay out an insurance indemnity payable for disability if the Insured Person dies within one year from the date of the accident but not from the accident or after more than one year from the date of the accident irrespective of the reason, when calculating the insurance indemnity in case of disability, the Insurer shall follow the percentage indicated in Annex 1 hereto for the last injury which was diagnosed under the procedure prescribed in paragraph 32.3. hereof in case of disability.

- 33.8. If the Insured Person incurs a temporary disability in case of disability, the Insurer, following the data on the effectiveness of the rehabilitation of the Insured Person and other relevant information on the health status of the Insured Person provided in the medical documents, shall be entitled to determine an injury of the Insured Person once a year within the first 36 months from the date of the accident. In such cases, the insurance indemnities shall be paid in instalments: the first and second instalments of the insurance indemnity shall be each equal to 30% and the third instalment shall be equal to 40% from the calculated insurance indemnity.
- 33.9. If the Insured Person dies from an accident on the date of the accident or within one year from the date of the accident, he/she shall be entitled to request only for an insurance indemnity for the fact of the death, i.e. other insurance indemnities provided for in the Insurance Contract shall not be paid and the paid out insurance indemnities shall be deducted from the insurance indemnity for the fact of the death.

Civil Liability Insurance

34. Civil Liability Insurance Risk

- 34.1. The Insurance Object shall be insured property interests related to the damage caused to a third party by the Insured Person during the Travel in a Foreign State.

35. Insured Events

- 35.1. The Policyholder and the Insurer shall agree to consider the cases (except for the Non-Insured Events) where during the Travel damage is caused to third parties or property thereof during the period of validity of the insurance coverage in the territory indicated in the Insurance Contract as Insured Events if:
- 35.1.1. a claim for compensation of damage is brought by a third party during the Insurance period of the Insurance Contract or not later than within 6 (six) months from the expiry of the Insurance Contract;
- 35.1.2. the Insured Person must compensate the caused damaged according to the valid applicable legislation.

36. Non-Insured Events

- 36.1. The Policyholder and the Insurer shall agree that the Insurer shall not pay for the events which, according to the General Terms and Conditions hereof, are deemed to be non-insured events.
- 36.2. In addition to the events provided for in paragraph 36.1 hereof, non-insured events shall also be deemed to be the cases where the Insured Person's civil liability arises for the following:

- 36.2.1. The damage caused to relatives, the Policyholder by the Insured Person, damage caused to the Insured Person by the Policyholder and if the damage is caused by the Policyholder or the Insured Person to the persons travelling together;
- 36.2.2. the damage caused by the Insured Person to the property of the Insured Person (by he/she himself/herself) or the Policyholder;
- 36.2.3. the damage related to loss of the property of the Insured Person or the Policyholder;
- 36.2.4. the damage which has been caused as a result of non-performance or improper performance of the contractual obligations (contractual civil liability);
- 36.2.5. the damage in relation to management of the company or any other professional activities irrespective of the legal ground of management thereof and the damage caused by the articles manufactured or supplied by the Insured Person or works carried out or services provided thereby;
- 36.2.6. the damage which is not related to the direct losses incurred by a Third Party including not received income and non-pecuniary damage;
- 36.2.7. the damage in relation to physical work, office work, profession activities or commercial activities or similar actions aimed at receipt of income or other material indemnity carried out by the Insured Person;
- 36.2.8. the damage in relation to any possession, driving, use and starting of any mechanical vehicles, aircrafts, steamers and self-propelled work and agricultural machinery;
- 36.2.9. the damage to the property of Third Parties which was possessed, used or operated by the Policyholder / Insured Persons at the moment of the event on the basis of the rent, loan-for-use, leasing, custody or another contract;
- 36.2.10. the damage related to destruction of, damage to or loss of money, identity documents, software, data carriers, data, electronic payment instruments, valuable coins, shares and other securities, articles with precious stones, articles of precious metals and collections, works of art, antiques, other articles of artistic, historical or cultural value;
- 36.2.11. the damage in relation to transmission of the diseases of the Insured Person and/or pets in care of the Insured Person to others or related to keeping of any pets and/or animals;
- 36.2.12. the damage caused to the property of third parties of which the Insured Person took possession with malicious intent;
- 36.2.13. the damage in the form of fines, administrative fines, penalties imposed by the court and other economic sanctions including the fines in relation to compensation of damage imposed on the Insured Person;
- 36.2.14. the damage which is compensated according to the compulsory civil liability insurance of any type;
- 36.2.15. the damage which has arisen during hunting and/or due to the impact on wild animals caused by the Insured Person;
- 36.2.16. the damage arising out of long-term (continuous) spread of temperature, gas, vapour, steam, moisture or precipitation (e.g. soot, dust etc.) and an (sudden or continuous) impact thereof;

- 36.2.17. the damage arising out of use of high energy content ionising radiation (e.g. alfa, beta and gamma radiation from radioactive substances and neutrons or radiation formed in particle accelerators);
- 36.2.18. the damage resulting from deterioration of natural environment or elements thereof, caused noise;
- 36.2.19. the damage resulting from use of asbestos;
- 36.1.20. the damage arising through gross negligence;
- 36.2.21. compensation of the damage of criminal nature (punitive damages, multiplied damages or exemplary damages).

37. Unconditional Deductible. Insurance Indemnities

- 37.1. In case of occurrence of an Insured Event, the Insurer shall each time deduct an unconditional deductible in the amount of EUR 60 from the payable insurance indemnity.
- 37.2. An insurance indemnity for compensation of non-property damage and/or not received income cannot exceed 15% (fifteen per cent) of the Sum Insured indicated in the Insurance Policy unless the Insured Policy provided for otherwise.
- 37.3. An insurance indemnity shall be calculated according to the valid laws governing civil liability of the Insured Person but it cannot exceed the lower of the following amounts: the amount of damage caused to a third party and reasonable costs intended for minimisation or avoidance of damage and/or related to assessment of civil liability and damage; the Sum Insured indicated in the Insurance Policy.
- 37.4. If the case concerning compensation of damage is heard in court, the insurance indemnity cannot exceed the lower of the following amounts: the damage caused to a third party, reasonable costs intended for minimisation or avoidance of damage.

38. Duties of the Insured Person in Case of an Insured Event

- 38.1. The Insured Person shall be obliged:
 - 38.1.1. to fulfil the duties set out in the General Terms and Conditions;
 - 38.1.2. to notify the Insurer of the event as a result of which civil liability of the Insured Person may arise in writing within 3 calendar days. If an investigation into the event is initiated, a summons is served or other legal activities are carried out or the Insured Person has already received a claim or demand, the Insured Person shall immediately notify the Insurer and provide copies of the received documents;
 - 38.1.3. the Insured Person shall be obliged to comply with the directions of the Insurer and take care of minimisation of expenses and make every effort to find out the circumstances and receive data and necessary documents for assessment of damage;

- 38.1.4. not to fully or partially admit own guilt and not to satisfy the claims for civil liability of the Insured Person during the Travel brought by third parties without agreement with the Insurer;
- 38.1.5. in case of damage to the person's health or life, to report the event to the police;
- 38.1.6. at the request of the Insurer, to authorise the Insurer to make statements in relation to satisfaction or rejection of claims of third parties in writing on behalf of the Insured Person;
- 38.1.7. to authorise the Insurer or the attorney-at-law indicated thereby to represent the Insured Person if an action is brought in court;
- 38.1.8. if the Insured Person fails to comply with any of the conditions provided for in paragraph 39.1. hereof, the Insurer shall be entitled to reduce the amount of the insurance indemnity or refuse to pay out the insurance indemnity.

Baggage Insurance

39. Baggage Insurance Risk

- 39.1. The Insurance Object shall be the insured property interests of the Insured Person in relation to loss, destruction of or damage to the travel baggage of the Insured Person and/or delayed delivery of the Travel Baggage during the travel in the Foreign State.

40. Insured Events

- 40.1. The Policyholder and the Insurer shall agree to consider the cases (except for Non-Insured Events) where the travel baggage of the Insured Person is lost, fully destroyed, damaged and/or delayed as a result of a sudden unexpected external impact beyond the will of the Insured Person in the Insurance Coverage Territory during the insurance period in the circumstances set out below and the Insured Person sustains the damage defined in this Section as the travel baggage insured events:

- 40.1.1. If the baggage item is lost, fully destroyed or damaged during the Travel at the moment of its transfer to the carrier or professional keeper. If the travel baggage is transferred to the carrier by air, it shall be deemed to be lost where the carrier fails to deliver the travel baggage by air within 20 days, upon expiry of the time limit for delivery of the baggage agreed between the Insured Person and the carrier by air;

- 40.1.2. the travel baggage/baggage item is lost, fully destroyed or damage while the baggage item/baggage is in a protected vehicle or protected premises and under supervision of the Insured Person at least for one of the following reasons: robbery, theft; malicious actions of third parties; accident involving the vehicle whereby the Insured Person travels; fire; explosion; natural disasters; *force majeure*;

- 40.1.3. delivery of the travel baggage transferred to the carrier during the travel to the destination is delayed for more than 6 hours and it is impossible to collect it on the date of arrival of the Insured Person.

41. Non-Insured Events

- 41.1. The Policyholder and the Insurer shall agree that the Insurer shall not pay for the damage arising out of the events which, according to the General Terms and Conditions of the Rules, are deemed to be non-insured events;

41.2. In addition to the events referred to in paragraph 42.1 hereof, the following events shall also be deemed to be non-insured events:

41.2.1. if the baggage item/baggage was left unattended by the Insured Person except for the cases where the baggage item/baggage is in protected premises (protected vehicle) or transferred to the carrier (professional keeper);

41.2.2. where the carrier is not liable for loss, destruction of or damage to baggage items/baggage under the procedure prescribed in the legislation or is released from liability;

41.2.3. where carriage of the particular baggage item is insured according to the applicable baggage carriage rules;

41.2.4. where the baggage item/baggage is used while the Insured Person commits a criminal act or an administrative offence;

41.2.5. where the civil circulation of a baggage item/baggage is restricted or prohibited;

41.2.6. where the articles intended for professional or commercial activities and articles intended for sale (including samples and specimens of products);

41.2.7. where the carried articles are fragile or cracking except for the cases of a fire or accident;

41.2.8. where the damage is caused to jewellery except for the cases where it is stored by a professional keeper or the jewellery is on the body of the Insured Person;

41.2.9. where the damage is caused to securities, tickets, money, documents of all types (except when Travel documents insurance risk is insured/covered) and stamps and data irrespective of the form in which they are stored;

41.2.10. where the damage is caused to electronic data processing machinery, software, computer hardware and accessories thereof unless the Insurance Contract provides for otherwise;

41.2.11. where the damage is caused to land, air or water vehicle, parts and accessories thereof;

41.2.12. where damage is caused to sports or leisure facilities where they are transferred to the carrier not in a rigid packaging or at the moment of use thereof;

41.2.13. where the damage is caused to a work of art, musical instrument, article of fur, antique work, collection of articles, pharmaceuticals, glasses, contact lenses and any other prostheses, animal, plant, food products, guns;

41.2.14. where the damage is caused to a mobile phone, camera, video camera, video equipment and accessories thereof if they are transferred to the carrier;

41.2.15. where delay of the travel baggage, loss, full destruction or damage to the item is determined by one of the following reasons: normal depreciation, improper quality of the travel baggage item; shortcomings or defects existing before the event; laundering or cleaning processes; minor damages; scratches; scrapes; depression; dent; delamination; stain or another change in external appearance as a result of which functionality of the travel baggage item does not change;

41.2.16. where the value of the travel baggage item decreases.

42. Duties of the Insured Person in Case of an Insured Events

42.1. The Insured Person shall be obliged:

42.1.1. to fulfil the duties set out in the General Terms and Conditions;

42.1.2. to notify the Insurer of the insured event in writing (by completing the questionnaire in the insurance website at www.balcia.it, by e-mail) or by telephone **19001** or, in case of calling from abroad, by telephone **+370 5 2119 119** not later than within 7 (seven) calendar days;

42.1.3. in case of loss, full destruction of or damage to the travel baggage item transferred to the carrier (professional keeper), to immediately notify the carrier or professional keeper, request to issue a document evidencing the facts mentioned in this paragraph and bring a written claim for compensation of damage. In case where loss, full destruction or damage to the travel baggage are evident, the Policyholder (Insured Person) shall be obliged to fulfil the afore-mentioned duty within the time limit for bringing a claim set by the carrier or professional keeper or within 7 (seven) calendar days from the date of transfer of the travel baggage item to the Insured Person if the time limit for bringing a claim is not set;

42.1.4. in case of loss, full destruction of or damage to the travel baggage item due to malicious actions of third parties, robbery or theft, to immediately notify the police and furnish it with a list of lost, fully destroyed or damaged items and request to issue a document evidencing the facts mentioned in this paragraph;

42.1.5. in case of delay of the travel baggage, to address the carrier, request to issue a document evidencing the fact of delay of the travel baggage in writing and furnish the Insurer with the documents supporting the expenses incurred as a result of recovery of the travel baggage and/or purchase of the items intended for personal use and first aid goods during the travel;

42.1.6. to provide the Insurer with a list of the travel baggage items, values and the supporting documents and indicate the dates of purchase;

42.1.7. in case of receipt of a compensation for loss, full destruction of or damage to the travel baggage or baggage item or a part thereof from third parties, to repay the compensation or a part thereof to the Insurer. Furthermore, if a compensation for delay of the travel baggage is received from third parties, to return the amount not exceeding the amount of the insurance indemnity paid out by the Insurer to the Insurer.

43. Sum Insured. Unconditional Deductible/ Insurance Indemnities

43.1. The Sum Insured of the baggage shall mean the market value of the travel baggage indicated in the Insurance Policy. The Sum Insured of the baggage may be determined for each Insured Person unless the Insurance Policy indicates otherwise.

43.2. In case of occurrence of an insured event where the travel baggage or the item belonging thereto is lost, fully destroyed or damaged at the moment when it was not transferred to the carrier, the Insurer shall each time deduct an unconditional deductible in the amount of EUR 25 which shall be deemed to be a part of liability of the Insured Person from the payable insurance indemnity.

43.3. In case of loss, full destruction of or damage to baggage, travel bag, packaging and accessories thereof irrespective of whether the afore-mentioned item is transferred to the carrier or not, an unconditional deductible in the amount of EUR 25 shall be applicable.

- 43.4. In case of delay of the travel baggage, the insurance indemnity cannot exceed EUR 180.
- 43.5. The groups of baggage items shall be set out below. In case of loss, full destruction of or damage to the travel baggage items set out below, the insurance indemnity cannot exceed the following percentages:
- 43.5.1. Outer clothing – 60% of the Sum Insured of the travel baggage;
 - 43.5.2. Underwear – 20% of the Sum Insured of the travel baggage;
 - 43.5.3. Cosmetics and hygiene preparations – 30% of the Sum Insured of the travel baggage;
 - 43.5.4. Souvenirs or gifts – 15% of the Sum Insured of the travel baggage;
 - 43.5.5. Skiing or sports facilities – 30% of the Sum Insured of the travel baggage;
 - 43.5.6. Baby stroller – 50% of the Sum Insured of the travel baggage;
 - 43.5.7. Mobile phones and video equipment and accessories thereof, cameras, video cameras – 50% of the Sum Insured of the travel baggage;
 - 43.5.8. Travel baggage items which is not referred to in paragraphs 43.5.1- 43.5.7. hereof – 25% of the Sum Insured of the travel baggage.
- 43.6. The Sum Insured for each separate baggage item cannot exceed EUR 160 if there are two or more items of one type; the Sum Insured cannot exceed EUR 280 for each group of items except for skiing facilities.
- 43.7. In case of an insured event, if the Beneficiary brings claims for delay of the travel baggage or loss (destruction) of the travel baggage irrespective of the moment of time of bringing of claims in respect of each other, the insurance indemnity shall be paid out only for a higher requested amount and, in cases where the amount of money is paid out, the insurance indemnity is decreased by the paid out part of the amount of money.
- 43.8. The Policyholder and the Insurer shall agree to determine the value of the travel baggage items on the date of the insured event according to the principle described herein below except for the cases where the Policyholder provides the documents supporting a different value of the travel baggage items on the date of the insured event. A decrease in the value of the item shall be calculated from the value of the new item:
- 43.8.1. if the age of the item is up to 1 year, a 5% decrease in the value shall be applicable;
 - 43.8.2. if the age of the item is 1 year, a 10% decrease in the value shall be applicable;
 - 43.8.3. if the age of the item is 2 years, a 20% decrease in the value shall be applicable;
 - 43.8.4. if the age of the item is 3 years and more, the principle of a 10% decrease in the value for each year shall be applicable.
- 43.9. The Insurer and the Policyholder shall agree that if the Insured Person cannot provide documents supporting the actual value of the Baggage before the insured event, the Insurer shall be entitled to determine such amount of the actual value of the Baggage for which the item could be purchased before occurrence of the insured event by applying 20% annual depreciation.

Travel Financial Loss Insurance

44. Travel Financial Loss Insurance Risk

44.1. The Insurance Object shall be insured property interests of the Insured Person in relation to cancellation or interruption of the Travel of the Insured Person, Delay at Departure, Missed Travel Connection.

45. Insured Events

45.1. The Policyholder and the Insurer shall agree to consider the following cases as insured events of cancellation and interruption of the travel:

45.1.1. a sudden unexpected event defined below beyond the will of the Insured Person where damage is incurred as a result of it during the last seven calendar days to the moment of the start of the travel (the date of the start of the travel shall be included in the afore-mentioned period) or events occurring during the travel:

45.1.1.1. a health disorder of the Insured Person or any one of the following persons going on the same trip with the Insured Person: the spouse (Person Maintaining a Common Household), child (adoptive child), one parent (adoptive parent) of the Insured Person; the Accompanying Person; business partner of the Insured Person;

45.1.1.2. a health disorder of at least one of the following persons irrespective of whether they go on the travel or not if they are hospitalised in the inpatient personal health care institution due to a health disorder: the spouse (Person Maintaining a Common Household), child (adoptive child), one parent (adoptive parent) of the Insured Person;

45.1.1.3. death of the Insured Person, his/her business partner, Accompanying Person or at least one of the following persons related by family or kinship ties: the spouse, a child (adoptive child), one of the parents (adoptive parents); brother; sister; grandfather/grandmother; grandchild;

45.1.1.4. a fire, explosion or natural disaster determining in a decrease in the construction value of the commercial or residential premises belonging to the Insured Person by ownership right or on other lawful grounds at least by 30%;

45.1.1.5. cancellation or interruption of the travel due to a theft or robbery from the residential or commercial premises possessed by the Insured Person on lawful grounds where the damage to the property sustained as a result of the theft or robbery exceeds EUR 7,000 and the criminal act was committed during the last two days to the date of the start of the travel (the date of the start of the travel shall be included in the afore-mentioned period) or during the travel;

45.1.1.6. cancellation of the travel due to objective inability of the Insured Person to receive the identity card or/and passport if such documents have been lost due to the criminal acts or administrative offences committed by third parties against the Insured Person;

45.1.1.7. cancellation of the travel due to dismissal of the Insured Person from work or service on the employer's initiative through no fault of the Insured Person if the uninterrupted record of service of the Insured Person is not shorter than one year and at the moment of conclusion of the Insurance Contract the Insured Person was not aware and could not be aware of his/her dismissal.

45.2. The Policyholder and the Insurer shall agree to consider the following events of the Missed Travel Connection and the Delay at Departure as insured events:

45.2.1. the Delay at Departure or the Missed Travel Connection due to delay at departure or non-departure of the public transport vehicle leaving according to the pre-established schedule for the reasons beyond control of the Insured Person or involvement of the Insured Person in a road traffic accident;

45.2.2. the Delay at Departure due to the committed criminal act or administrative offence where the Insured Person is acknowledged as a victim of such criminal act or administrative offence under the procedure prescribed in the legislation;

45.2.3. the Missed Travel Connection due to a breakdown of the vehicle whereby the Insured Person travels to the Intermediate Travel Point.

46. Non-Insured Events

46.1. The Policyholder and the Insurer shall agree that the Insurer shall not be liable for the damage arising due to the events which, according to the General Terms and Conditions of the Rules, are deemed to be non-insured events.

46.2. The non-insured events due to which the travel shall be cancelled or interrupted, delay at departure occurs or the travel connection is missed shall be deemed to be the following events:

46.2.1. a strike which is officially published before the start of the travel;

46.2.2. pregnancy, abortion, giving birth and related complications;

46.2.3. a health disorder incurred during the last 12 months before the date of conclusion of the Insurance Contract;

46.2.4. a mental, oncological, sexually transmitted disease;

46.2.5. faulty actions or omission of action, bankruptcy or insolvency of the tour operator, agency and/or carrier;

46.2.6. any reasons if the period between arrival of the public transport vehicle by which the Insured Person travelled to the Intermediate Travel Point and departure of the public transport vehicle by which the Insured Person must leave the Intermediate Travel Point is longer than 24 hours;

46.2.7. the circumstances and/or consequences corresponding to insured events which emerge before the moment of conclusion of the Insurance Contract;

46.2.8. the Insured Person's claims for compensation of other expenses not indicated in this Section hereof shall be deemed to be non-insured events.

47. Sum Insured. Unconditional Deductible. Insurance Indemnities

- 47.1. The Sum Insured shall be deemed to be equal to the price of the travel for each person indicated in the Insurance Policy. If the Insurance Policy indicates the total price of the travel for all Insured Persons and there is no objective evidence of the travel price for each Insured Person, it shall be deemed to be equal to the part of the travel price which is proportionate to the number of the Insured Persons.
- 47.2. If the travel price is fully or partially paid by the monetary value equivalents provided under the airline loyalty programme (e.g. points, vouchers, receipts etc.), at the moment of conclusion of the Insurance Contract the travel price shall be the lowest travel market price paid for a similar travel on the date of conclusion of the Insurance Contract or purchase of the Travel (the travel price shall be set according to the price on the earlier date indicated in this paragraph).
- 47.3. In case of cancellation or interruption of the travel due to a health disorder (injury), a 20% unconditional deductible shall be applicable unless the Insurance Policy indicates otherwise.
- 47.4. In case of cancellation of the travel as an Insured Event, the insurance indemnity cannot exceed the price of the travel of the Insured Person and the amounts of money, i.e. the monetary obligations arising till the moment of emergence of the circumstances which have resulted in cancellation of the travel in relation to payment for the services included in the price of the travel.
- 47.5. In case of Trip Cancellation as an Insured Event, the insurance indemnity cannot exceed the costs of exchange of the travel tickets or purchase of new tickets travelling to the country of domicile by similar type of public transport vehicle (economy class).
- 47.6. In case of Delay at Departure where the Insured Persons go on the travel: the lower of the following amounts shall be compensated by the Insurer: the expenses of exchange of the travel tickets or purchase of new tickets to a Foreign State by a similar type of public transport vehicle (economy class) or 75% of the price of the travel of the Insured Person.
- 47.7. In case of Delay at Departure where the Insured Person refuses the travel: the lower of the following amounts shall be compensated by the Insurer: the amount of the services included in the travel price and paid before emergence of the circumstances which have resulted in Delay at Departure and not used due to Delay at Departure or 50% of the price of the travel of the Insured Person;
- 47.8. In case of the Missed Travel Connection where the Insured Person continues the travel: the lower of the following amounts shall be compensated by the Insurer: the expenses of exchange of the travel tickets or purchase of new tickets to a Foreign State by a similar type of public transport vehicle (economy class) or 50% of the price of the travel of the Insured Person.
- 47.9. In case of the Missed Travel Connection where the Insured Person cannot continue the travel for objective reasons: the lower of the following amounts shall be compensated by the Insurer: the expenses of exchange of the travel tickets or purchase of new tickets to the country of domicile by a similar type of public transport vehicle (economy class) or 50% of the price of the travel of the Insured Person.

48. Duties of the Insured Person in Case of an Insured Event

48.1. The Insured Person shall be obliged:

- 48.1.1. to fulfil the duties provided for in the General Terms and Conditions hereof;

- 48.1.2. in case of an Insured Event, to address the carrier, tour operator or its authorised person as soon as possible and bring a written claim for recovery of the travel expenses and payment of compensations under the legal acts or contracts;
- 48.1.3. in case of cancellation or interruption of the travel, to notify the Insurer of the event which can be recognised as an insured event as soon as possible (but not later than within 12 hours) in writing (by facsimile communication means, by e-mail, by completing the questionnaire on the Insurer's website www.balicia.lt);
- 48.1.4. in case of the Missed Travel Connection or Delay at Departure, to notify the Insurer of the event which can be recognised as insured event in writing not later than within 3 working days;
- 48.1.5. to furnish the Insurer with written documents supporting the price of the travel of the Insured Person and other expenses indicated in this section;
- 48.1.6. to notify the Insurer of the amounts of money received from the tour operator and other third parties and reducing the travel expenses incurred by the Insured Person;
- 48.1.7. to provide the medical documents supporting the health disorder issued by the personal health care institution if the travel is cancelled or interrupted due to the health disorder. The afore-mentioned medical documents must contain the physician's conclusion on the possibility of the Insured Person to go on or continue the travel;
- 48.1.8. to furnish the Insurer with the original official written documents supporting the business trip, business partnership, common destination of the business partners and the travel expenses incurred by the business partner if the travel is interrupted or cancelled due to a health disorder of the business partner. The business relationship between different legal persons (businessmen) must be based on official written documents drawn up more than 30 days to the date of ordering the travel (the date of ordering the travel shall be included in the Insurance Period);
- 48.1.9. to provide the Insurer with the death certificate if the travel is cancelled or interrupted due to the death of a close relative.
- 48.1.10. to furnish the Insurer with the documents supporting a decrease in the construction value of the commercial or residential premises of the Insured Person if the travel is cancelled or interrupted due to an impact of a fire, explosion or natural disaster on the afore-mentioned premises;
- 48.1.11. to provide the Insurer with a certificate evidencing the fact of a theft or robbery issued by the law enforcement institution if the travel is cancelled or interrupted due to the theft or robbery from the Insured Person's residential or commercial purposes;
- 48.1.12. to furnish the Insurer with the original employment contract or another document including certificates evidencing uninterrupted record of work or service and the ground of dismissal if the travel is cancelled due to dismissal from work or service;
- 48.1.13. to provide the Insurer with a document evidencing the duration of delay of the public transport vehicle and reason issued by the transport company if the Delay at Departure or Missed Travel Connection occurs due to delay to depart or non-departure of the public transport vehicle;

- 48.1.14. to provide the Insurer with a document concerning the committed criminal act or administrative offence and the victims thereof issued by law enforcement institutions if this results in Delay at Departure or Missed Travel Connection;
- 48.1.15. to furnish the Insurer with a document evidencing the fact of breakdown of the vehicle issued by the technical assistance service or police if the breakdown results in the Missed Travel Connection;
- 48.1.16. to furnish the Insurer with a traffic accident declaration and, in the cases set out in the legislation, a certificate from police in case of Delay at Departure or Missed Travel Connection due to a road traffic accident.

Legal Assistance Insurance

49. Legal Assistance Insurance Risk

- 49.1. The Insurance Object shall be the insured property interests of the Insured Person in relation to payment for the Insured Person's legal assistance abroad for the reasons set out in paragraph 51 hereof during the travel in a Foreign State.

50. Insured Events

- 50.1. The Policyholder and the Insurer shall agree to consider the following cases as the legal assistance insured events:
 - 50.1.1. Events where the Insured Person unintentionally or not knowingly failed to observe the ethical rules and traditions of the country to which he/she arrived;
 - 50.1.2. Events where the Insured Person unintentionally or not knowingly breached the regulations of the country in which the Insurance Contract is valid; thus, causing losses to a third party.

51. Non-Insured Events

- 51.1. The Policyholder and the Insurer shall agree that the Insurer shall not pay for the damage resulting from the events which, according to the General Terms and Conditions hereof, are deemed to be non-insured events.
- 51.2. The insurance indemnity shall not be paid if the legal assistance was provided for a claim brought against the Insured Person for use, parking of a vehicle including violation of the Road Traffic Regulations and insurance against motor third party liability insurance.
- 51.3. The insurance coverage shall be invalid if the event in relation which the legal assistance was provided occurred before the start of the Insurance Period of the Insurance Contract.
- 51.4. The insurance coverage shall not be valid if the event in relation to which legal assistance was provided occurred due to the criminal act committed by the Insured Person.
- 51.5. The insurance coverage shall be invalid and no insurance indemnity shall be paid if the legal assistance was provided due to lawful employment relationship or non-performance of standard obligations.
- 51.6. No insurance indemnity shall be paid out if the Insured Person has failed to provide the documents set out in Section 53 hereof.

52. Sum Insured. Unconditional Deductible. Insurance Indemnities

- 52.1. The Sum Insured shall be indicated in the Insurance Policy. The Sum Insured for legal assistance may be set for each Insured Person unless the Insurance Policy provides for otherwise.
- 52.2. The Policyholder/ Insured person and the Insurer shall agree that, in case of a legal assistance insured event, the Insured Person shall furnish the Insurer with the following documents:
- 52.2.1. a copy of the claim brought against the Insured Person;
 - 52.2.2. the contract specifying the reason of provision of legal assistance concluded with the attorney-at-law (a copy thereof);
 - 52.2.3. a document evidencing payment for the services provided by the attorney-at-law;
 - 52.2.4. in case of each Insured Event, an unconditional deductible in the amount of EUR 60 shall be applicable.

Travel Document Insurance

53. Travel Document Insurance Risk

- 53.1. The Insurance Object shall be the insured property interests of the Insured Person in relation to acquisition of the travel document necessary for crossing the border abroad when returning to the country of domicile instead of the passport or identity card lost during the travel.

54. Insured Events

- 54.1. The Policyholder and the Insurer shall agree to consider the following cases as the travel document insured events (except for non-insured events):
- 54.1.1. where the Insured Person sustains the damage provided for in this section as a result of loss of documents if the documents are lost suddenly, unexpectedly, beyond the will of the Insured Person, for at least one of the following reasons: a theft, robbery from the protected premises; malicious actions of third parties; loss; accident in which the vehicle by which the Insured Person travels is involved; fire; explosion; natural disasters.

55. Non-Insured Events

- 55.1. The Policyholder and the Insurer shall agree that the Insurer does not pay an insurance indemnity for the travel documents in the following cases:

- 55.1.1. If the expenses are related to acquisition of the travel document necessary for return of a person other than the Insured Person to the country of domicile;
- 55.1.2. If the loss or theft of the passport or identity document was not reported to the local law enforcement bodies within 24 hours or no written confirmation of the fact was received from the local law enforcement bodies.

56. Insurance Indemnities

- 56.1. The Policyholder and the Insurer shall agree that, in case of an insured event of travel documents, the Insurer shall compensate the following expenses:
 - 56.1.1. expenses of telephone conversations in relation to urgent transfer of money not exceeding EUR 30;
 - 56.1.2. the hotel accommodation expenses incurred till the date of receipt of the travel documents but for no more than two days not exceeding EUR 180;
 - 56.1.3. the expenses incurred during the travel in relation to production of the travel document necessary for crossing the border and return of the Insured Person to his/her country of domicile not exceeding EUR 100;
 - 56.1.4. the expenses of travelling to the nearest official place of issue of travel documents not exceeding EUR 80.
- 56.2. The Policyholder shall be obliged to notify the Insurer and provide the following requested documents not later than within 30 calendar days from the event (except for the cases where this is impossible for justified reasons):
 - 56.2.1. the cheques or receipts, call records evidencing the expenses of acquisition of the necessary travel document;
 - 56.2.2. the letter evidencing the event issued by law enforcement institutions or other competent body confirming the incident.

Foreigner Medical Expense Insurance

57. Foreigner Medical Expense Insurance Risk

- 57.1. The Insurance Object shall be the insured property interests of the Insured Person (Foreign National) in relation to:
 - 57.1.1. health disorders incurred by the Insured Person in relation to the necessary treatment expenses as a result of an Insured Event;
 - 57.1.2. the insured property interests of the Policyholder/Insured Person in relation to transportation of the Insured Person or his/her remains to the nearest medical institution belonging to the national public health care system and/or the place of domicile of the Insured Person;
 - 57.1.3. the property interests of the Policyholder in relation to the expenses of the Accompanying Person abroad and his/her return to the place of domicile of the Insured Person if the Insured Person unexpectedly becomes ill or occurs an accident.

58. Validity of the Insurance Coverage

- 58.1. The insurance coverage shall be valid for the insured events occurring during the travel to the Republic of Lithuania and the Schengen States depending on the Insurance Coverage Territory specified in the Insurance Contract except for the countries of domicile of the Insured Person.
- 58.2. The insurance coverage shall be valid and the Insurer's liability shall start from the moment of payment of the insurance premium indicated in the Insurance Contract (or the first instalment thereof if payment of the premium is arranged in instalments) and not earlier than the national border of the country of domicile is crossed.
- 58.3. The insurance coverage shall expire upon expiry of the Insurance Period set in the Insurance Policy but not later than on the date when the Insured Person crosses the state border of the country of domicile.

59. Insured Events

- 59.1. The Policyholder and the Insurer shall agree that the following cases shall be deemed to be insured cases of foreign medical expense (except for non-insured events) where the Insured Person suddenly and expectedly occurs a health disorder beyond his/her will in the Insurance Coverage Territory during the Insurance period of the Insurance Contract suddenly and expectedly occurs and, consequently, the Insured Person sustains the damage specified in this section hereof:
- 59.1.1. where urgent transportation of the Insured Person by medical transport is necessary in medical terms;
 - 59.1.2. where necessary medical assistance in an inpatient medical institution belonging to the national health care system of the visited country is necessary;
 - 59.1.3. where medical assistance in an outpatient medical institution belonging to the national health care system of the visited country is necessary;
 - 59.1.4. expenses of medicinal products and dressings prescribed by a physician;
 - 59.1.5. expenses related to dental treatment in case of severe pain and acute inflammations or where such treatment is necessary due to an accident according to the Insurance Contract not exceeding the Sum Insured referred to in Section 61 hereof.
- 59.2. The treatment expenses in the Republic of Lithuania shall be compensated not exceeding the rates set by the national health insurance funds and in a Schengen State such expenses shall be compensated not exceeding the rates of the set by the national health insurance funds of the country in which the Insured Person is treated. In case of necessary inpatient treatment, medical expenses shall be compensated in cases where the Insured Person is treated in a medical institution belonging to the national health care system.
- 59.3. The Policyholder and the Insurer shall agree to consider the cases where the Insured Person (or his/her remains) must be transported to the nearest medical institution belonging to the national health care system of the visited country and/or the place of domicile in the Insurance Coverage Territory during the Insurance period of the Insurance Contract due to an insured event which occurred during the insurance period in the territory indicated in the Insurance Contract according to the Medical Expense Insurance conditions as insured events of foreigner medical expenses in relation to transport and repatriation expenses (except for the non-insured events).

- 59.4. The Policyholder and the Insurer shall agree to consider the following actual reasonable expenses not exceeding the Sums Insured provided for in Section 61 hereof as the insured events of transport and repatriation expenses under the Foreigner Medical Expense Insurance:
- 59.4.1. the expenses related to transportation of the Insured Person from the place of the event to the nearest medical institution;
 - 59.4.2. the expenses related to transportation of the Insured Person to another medical institution according to the written direction of the physician providing treatment;
 - 59.4.3. the expenses related to repatriation of the Insured Person from the Republic of Lithuania or another visited country indicated in the Insurance Contract to the place of domicile in accordance with the written direction of the physician providing treatment for further treatment in the place of domicile;
 - 59.4.4. expenses of repatriation of the remains of the Insured Person to the place of burial in the country of domicile;
 - 59.4.5. the expenses of burial or cremation of the Insured Person in the Republic of Lithuania or another visited country indicated in the Insurance Contract in which the Insured Person died.
- 59.5. The Policyholder and the Insurer shall agree to consider the following actual reasonable expenses not exceeding the Sums Insured set forth in Section 61 as Insured Events of the accompany person's expenses and transport expenses under the Foreigner Medical Expense Insurance:
- 59.5.1. the expenses of accommodation and catering of the Accompanying Person of the Insured Person in the Republic of Lithuania or the Schengen State (except for his/her place of domicile) where the Insured Person needs treatment in a hospital or the costs of the travel of the Accompanying Person back to his/her country of domicile. The afore-mentioned expenses shall be calculated only if stay of the Accompanying Person with the Insured Person was indicated as necessary in writing by the physician providing treatment to the Insured Person;
 - 59.5.2. the expenses related to return of the minor children to the country of their country of domicile when the Insured Person is hospitalised or died and the expenses related to care of the minor children travelling together with the Insured Person in the country in which the insured event occurred.

60. Sums Insured. Unconditional Deductible. Insurance Indemnity

- 60.1. The Sum Insured of the foreigner medical expense shall be indicated in the Insurance Policy at the discretion of Policyholder.
- 60.2. The unconditional deductible under the Foreigner Medical Expenses Insurance shall be indicated in the Insurance Policy at the discretion of Policyholder.
- 60.3. The Insurer shall compensate dental treatment expenses in cases of acute inflammations and severe pain within the limits of the Sum Insured under the Foreign Medical Expense Insurance but, in all cases, not exceeding the amount of EUR 60 for all events during the Insurance period/validity of the Insurance Contract.
- 60.4. Transport and repatriation expenses shall be compensated within the limits of the Sum Insured under the Foreigner Medical Expense Insurance and the expenses referred to

in paragraphs 60.4.3.–60.5 hereof shall be compensated 50% the Sum Insured under the Foreigner Medical Expense Insurance indicated in the Insurance Contract.

- 60.5. The expenses of burial or cremation of the Insured Person in the Republic of Lithuania or another visited country indicated in the Insurance Contract in which the Insured Person died shall be compensated 15% of the Sum Insured under the Foreigner Medical Expense Insurance and compensation of such expenses must be approved by the Insurer in advance.
- 60.6. The expenses of the Accompanying Person and transport expenses shall be compensated under the Foreigner Medical Expense Insurance not exceeding the amount of EUR 450. In all cases, expenses of travelling by plane (economy class) and subsistence expenses for not more than 7 calendar days and not more than EUR 70 per day shall be compensated for one Accompanying Person (One Accompanying Person). The Insurer shall pay the afore-mentioned expenses only in case where accompanying is necessary in medical terms. The necessity for accompanying the Insured Person shall be determined by the physician providing treatment to the Insured Person and the experts chosen by the Insurer.
- 60.7. In case of conclusion of the Foreigner Medical Expense contract according to which the Insurance Coverage Territory is Lithuania and the Schengen States, the limitation of the number of travels to the Schengen States shall be indicated in the Insurance Policy. In such case, in case of occurrence of an Insured Event, the Policyholder shall provide the documents supporting the start and end of the travel to the Schengen States.

61. Non-Insured Events

The non-insured events upon occurrence of which no insurance indemnity shall be paid shall be set out in paragraph 24.1. “Non-Insured Events and Non-Compensated Expenses” hereof.

Table No. 1 Disability

No.	Consequences of an insurance qualifying event	Insurance indemnity (% from the sum insured)
1.	Head	
1.1.	Incurable dementia	100
1.2	Loss of vision, complete blindness	100
1.3	Loss of vision in one eye	50
1.4	Loss of speech	100
1.5	The complete traumatic loss of hearing in both ears	100
1.6	The complete loss of hearing in one ear	35
1.7	Removal of cranial bone, the area exceeding 7 cm ²	45
1.8	Removal of cranial bone, the area smaller than 2 cm ²	8
1.9	Removal of the lower jaw.	100
1.10	Partial removal of the lower jaw.	45
2.	Upper limbs	
2.1	Complete and non-restorable loss of both arms and hands	100
2.2	Complete loss of one arm above the elbow joint or below the elbow.	50
2.3	Incurable or non-restorable loss of the osseous material of the arm	40
2.4	Complete incurable or non-restorable paralysis of the upper limbs (nerve damage)	50
2.5	Complete paralysis of the trigeminal nerve	10
2.6.	Shoulder ankylosis	35
2.7.	Elbow ankylosis	25
2.8.	loss of the osseous material of the forearm (non-restorable and incurable)	25
2.9.	Non-restorable and incurable paralysis of median nerve	35
2.10.	Non-restorable and incurable paralysis of radial nerve in the clavicular area	35
2.11.	Non-restorable and incurable paralysis of radial nerve of the forearm	25
2.12.	Non-restorable and incurable paralysis of ulnar nerve	25
2.13.	Wrist ankylosis	20
2.14.	Complete loss of three phalanx of the thumb	12
2.15.	Complete loss of the part of the thumb or complete thumb ankylosis	7

2.16.	Complete loss of three phalanx of the forefinger	15
2.17.	Complete loss of the part of the fore finger or complete forefinger ankylosis	8
2.18.	Loss of other finger of the hand (the third, fourth or fifth)	5
2.19.	Loss of part of other finger of the hand (the third, fourth or fifth) or complete ankylosis	3
2.20.	Complete loss of 5 (five) fingers	40
3.	Lower limbs	
3.1.	Complete loss of both legs, loss of both feet or loss of both legs above the tarsal joint	100
3.2.	Loss of leg above the knee joint.	70
3.3.	Loss of leg above the tarsal joint.	60
3.4.	Loss of foot.	45
3.5.	Loss of big toe of the foot	5
3.6.	Loss of finger of the foot (except the toe)	2
3.7.	thigh ankylosis	30
3.8.	knee ankylosis	20
3.9.	Complete non-restorable and incurable paralysis of the lower extremities	50
3.10	Complete non-restorable and incurable paralysis of the longitudinal sciatic nerve	30
3.11.	Complete non-restorable and incurable paralysis of the medial longitudinal sciatic nerve	20

Table No. 2 Traumas

No.	Consequences of an insurance qualifying event	Insurance indemnity (% from the sum insured)
1.	Skull	
1.1.	Fracture of a vault bones	10
1.2.	Fracture of a base bones	20
2.	Facial bones	
2.1.	Fractures of the facial bones (nasal bone, ethmoid bone, upper and lower jaw, zygomatic bone, the hyoid/lingual bone as well as para-nasal sinuses)	5 for the fracture of each bone
3.	Teeth	
3.1.	Loss of one healthy tooth	5
3.2.	Loss of 2–4 healthy teeth	10
3.3.	Loss of 5 and more healthy teeth	20
Note. Insurance indemnity shall not be paid for paradontosis affected teeth, milk teeth or teeth damaged during the insurance qualifying event.		
4.	Ribs and breast-bones	
4.1.	Breastbone fracture.	5

4.2.	Fractures of 1–2 ribs	3
4.3.	Fractures of 3-5 ribs	5
4.4.	Fractures of 6 and more ribs	10
Note.		
1. If rib fractures resulted in pneumothorax, traumatic pneumonia, exudative pleuritis, hemothorax and surgical intervention was performed as a result of the aforementioned condition, additional insurance indemnity 3 % from the sum insured shall be paid. 2. The insurance indemnity shall be established according to the total number of fractures ribs. Several fractures of one rib shall be considered as a single fracture.		
5.	Spine	
5.1.	Fractures of vertebral bodies or arches of cervical, thoracic or lumbar part of vertebral column: – on vertebra	15
5.2.	Fractures of vertebral bodies or arches of cervical, thoracic or lumbar part of vertebral column: of two or more vertebrae.	25
5.3.	Fracture of sacrum	10
5.4.	Fracture of tailbone	5
6.	Arm	
6.1.	Fracture of the scapula or clavicle	5
6.2.	Fracture of humerus.	10
6.4.	Fractures of forearm bones.	5 for each bone
6.5.	Fracture of navicular bone	5
6.6.	Fractures of wrist bones (except navicular bone)	3
6.7.	Fractures of metacarpal bones, bones of the thumb	2 for each bone, but not exceeding 6%
7.	Pelvic bones	
7.1.	Fracture of iliac bone (pubic bone) coxice bone / ischiadic bone / fracture of a single bone	5 for the fracture of each bone
7.2.	Fracture of acetabulum	10
8.	Leg	
8.1.	Fracture of femur.	15
8.2.	Fracture of patella.	10
8.3.	Fracture of tibia;	10
8.4.	Fracture of fibula 5	5
8.5.	Fractures of tarsal bones (except calcaneus)	5 for the fracture of each tarsal bone
8.6.	Fracture of calcaneus	
8.7.	Fractures of metatarsal bones and of the big toe of foot	3 for the fracture of each bone
9.	Hearing organs	
9.1.	Loss of 1/3 to 1/2 of pinna	10
9.2.	Loss of more than 1/2 of pinna	20
Note. The sequels of pinna injuries shall be assessed after the end of healing, at least 1 month after trauma.		
10.	Gastrointestinal organs	

10.1.	Loss of more than the half of tongue	30
10.2.	Loss of the tongue at root area (complete loss)	50
10.3.	Loss of the part of the lower jaw.	30
10.4.	Loss of complete jaw	60
10.5.	Artificial anus	45
10.6.	Resection of part of liver and gall bladder due to trauma	15
10.7.	Resection of spleen	20
10.8.	Resection of the part of stomach, part of pancreas, part of bowels	30
10.9.	Post-traumatic obstruction of the oesophagus resulting in gastrostomy formation	75
10.10.	Resection of the entire stomach	45
10.11.	Incontinence	40
11.	Urogenital system	
11.1.	Complete obstruction of the ureter, fistula of genital organs	40
11.2.	Resection of a part of kidney	10
11.3.	Resection of the entire kidney	25
11.4.	Traumatic loss of both kidneys	85
11.5.	Resection of the ovary, Fallopian tube or testicle	15
11.6.	Resection of the part of penis and 9or) both testicle	25
11.7.	Resection of the entire penis	50
11.8.	Resection of both ovaries (or a single functioning ovary) and/ or uterus For females up to 45 years of age (inclusive)	45
11.9.	Resection of both ovaries (or a single functioning ovary) and/ or uterus For females aged above 45 years	25
12.	Nose	
12.1.	Loss of scent and taste	15
12.2.	Loss of scent	10
12.4.	Dysfunction of larynx, trachea, when intranasal tracheotomy tube is inserted permanently	40
12.5.	Aphonia	30
12.6.	Injury of respiratory organs, resulting in: respiratory failure of III degree	55

Notes.

1. The insurance indemnity for the injuries of a single body part shall not exceed the sum, which is paid for the loss of that body part.

2. Loss of the function of the organ shall be established at least 9 months and not more than 12 months after the day of insurance qualifying event, except the cases, when loss of organ function is undoubted

3. If the insurance qualifying event results in loss of organ or loss of its part or its function and that part or function was lost by the insured person before the insurance qualifying event, the percentage of the insurance indemnity paid shall be reduced considering the previous loss of the organ part or its function. In case of partial loss of organs listed in the article in these tables as well as in case of partial loss of functions of these organs, the percentage of the insurance indemnity paid shall be respectively reduced, however, the insurance indemnity shall not be paid at all if loss of function is less than 60 %.

4. If the insurance qualifying even resulted in fractures of several bones, the insurance indemnities shall be summed up, but the sum shall not exceed the sum of insurance indemnity foreseen for all trauma cases. Several fractures in different locations of a single bone shall be considered as a single fracture.