



Balcia
I N S U R A N C E

TRAVEL INSURANCE

TERMS AND CONDITIONS NO. LT-003.02

VALID FROM 30/09/2020

CONTENT

GENERAL PART	3
1. Terms and Definitions.....	3
2. Insurance Contract	4
3. Procedure of Calculation and Payment of Insurance Premiums	5
4. Insured events	5
5. Non insured events.....	5
6. Your Rights and Duties.....	6
7. Rights and Duties of the Beneficiary	7
8. Our Rights and Duties	7
9. Change in the Insurance Risk	7
10. Upon Occurrence of an Insured Event	9
11. Determining the Damage	10
12. Paying Insurance Indemnities	9
13. Reduction or Non-Payment of an Insurance Indemnity.....	9
14. Amendment, Supplement and Termination of the Insurance Contract	10
15. Other Provisions	10
SPECIAL PART	11
Medical Expense Insurance	11
Accident Insurance	12
Civil Liability Insurance.....	13
Baggage Insurance	14
Travel Financial Loss Insurance.....	15
Legal Aid Insurance.....	17
Travel Document Insurance	17
Annex No. 1.....	18
Annex No. 2.....	19

GENERAL PART

1. Terms and Definitions

1.1. The Insured shall mean the person whom You indicated in the Insurance contract, in relation to whom We shall pay an insurance indemnity if an Insured event occurs in the life of The Insured. For the purposes of the insurance contract, the Insureds may be:

- 1.1.1. clearly specified natural persons;
- 1.1.2. employees going on business trips abroad;

1.2. Close Relatives of The Insured:

- 1.2.1. a spouse or a person living together and running a joint household for one year at the least (a cohabitant);
- 1.2.2. children (adopted children), grandchildren and their spouses or cohabitants;
- 1.2.3. parents (adoptive parents), grandparents;
- 1.2.4. siblings (adoptive siblings);
- 1.2.5. fellow passenger (when the same trip is booked for no more than two persons);
- 1.2.6. business partners - employees, officers or representatives authorised in writing of different legal entities linked by business relationship going on the same business trip and to the same destination point.

1.3. Civil Liability of The Insured shall mean cases when during the insurance period faulty actions (omission) of The Insured (including his/ her children and adoptive children under 14 years old) cause damage to another person, who is not The Insured, or such damage comes up as a consequence of mentioned actions later.

1.4. Baggage Loss shall mean cases when belongings of The Insured are lost, stolen, damaged or totally destroyed. Such cases shall be confirmed by documents issued by the carrier, police or other responsible authorities. We insure items (or all of them) of personal use, owned by The Insured during the trip, including items that are transported as waiting areas, as well as various types of sports equipment.

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

1.6. Gross Negligence shall mean actions (actions and/ or omission) of The Insured, which he/ she would not have taken if at least minimum attentiveness and care requirements were met.

1.7. Policyholder or You shall mean a natural or legal person, who applies to Us or our representative for conclusion of an insurance contract, or whom We offered to conclude an insurance contract, or who concluded an insurance contract with Us in accordance with these Terms and Conditions.

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

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

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

1.11. Terms and Conditions shall mean our prepared standard terms and conditions of the Insurance Contract that are available online at www.balcia.lt.

1.12. Deductible shall mean the sum deducted from the insurance indemnity payable to each Insured. Given the chosen Insurance Risk, the Deductible shall be indicated in the Insurance Contract as a specific amount and/ or a percentage of the amount of the loss calculated according to these Insurance Terms and Conditions. Where more than one person is insured under the same Insurance Contract, the Deductible shall be applicable to each Insured.

1.13. Medical Institution shall mean a licensed personal health care institution practicing traditional medicine.

1.14. Start of a Trip in Case of Travel Financial Loss Risk – the trip shall be deemed to have started from the moment of departure of the first means of public transport indicated in the travel ticket which The Insured uses to travel abroad according to the pre-established schedule, but not earlier than the moment of entry into force of the Insurance Contract.

1.15. End of a Trip in Case of Travel Financial Loss Risk – the trip shall be deemed to have finished from the moment of return of The Insured to the state of his/ her domicile, but not later than on the date of expiry of the Insurance Contract.

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

1.17. Accident shall mean a sudden and unexpected event beyond the will of The Insured having happened to him/her during the validity period of the Insurance Contract when harm was done to The Insured's life or health.

1.18. Official Competitions and Trainings shall mean competitions and trainings organised by sports organisations, sports clubs, sports schools, sports centres, sports facilities, sport federations, associations and societies and other organisations and institutions engaged in physical education and

sports activities having rights of a legal entity, which create conditions for practicing physical education and sports, preparing sportsmen, organising sports competitions and other physical education and sports events (hereinafter – Sports Organizations). Competitions shall be held according to the regulations which correspond to the rules of sports competitions. The regulations shall indicate organisers of competitions and conditions, procedure for holding competitions and safety instructions. Provisions of this clause shall not apply to sports activities that are not organized by sports organizations and are a form of leisure of The Insured.

1.19. Change in the Insurance Risk shall mean important circumstances that change after the conclusion of the Insurance Contract:

1.19.1. travel circumstances (e.g. change in the number of The Insureds, purpose of travel, nature of activity);

1.19.2. The Insured starts to play sports or engages in a sport other than that specified in the Insurance Contract, or the risk of his/ her leisure time increases;

1.19.3. the risk of The Insured changes (e.g., The Insured becomes disabled, suffers from an incurable or mental illness, the court declares him/ her incapacitated or he/ she is outside Lithuania at the time of concluding the Contract).

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

1.21. Foreign State (Abroad) shall mean a territory where insurance coverage applies, specified in the Insurance Contract, which shall be any country of the world, except for the Republic of Lithuania.

2. Insurance Contract

2.1. Concluding an Insurance Contract

2.1.1. A travel Insurance Contract insures (Insurance Object) Your and/or the Insured Person's property interests related to Your and/ or the Insured Person's life, health, property or civil liability while You and/or the Insured Person are on a trip abroad.

2.1.2. The Insurance Object of Your choice shall be separately specified in the Insurance Policy confirming the conclusion of the Insurance Contract.

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

2.1.4. Insurance Contracts shall be concluded at the free will of the parties, so both You and We shall

have the right to refuse to conclude an Insurance Contract without specifying any reasons therefor.

2.1.5. After making a decision to conclude an Insurance Contract, both You and We shall be mutually honest – in order to properly identify Your needs and evaluate Your Insurance Risk, We must receive from You all correct information known to You and/or requested by Us, which is important both for concluding an Insurance Contract and for its performance. Should You improperly discharge this obligation, We shall acquire the right to request to declare the concluded Insurance Contract invalid.

2.1.6. An Insurance Contract may be concluded in one of the following ways:

2.1.6.1. by signing the Insurance Contract (by an ordinary or electronic signature);

2.1.6.2. by Us signing the Insurance Contract and You confirming the conclusion of the Insurance Contract by paying an Insurance Premium or its first instalment (if We agree on setting out the Premium in instalments).

2.3. Validity of the Insurance Contract

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

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

2.3.3. Insurance coverage shall only be valid for events that happen in the insurance territory specified in the Insurance Policy. If You choose risks of trip cancellation and delayed departure, the insurance territory shall also cover the Republic of Lithuania.

2.4. Expiry of the Insurance Contract

2.4.1. The Insurance Contract shall terminate:

2.4.1.1. upon the expiry of the Insurance Contract.

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

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

2.4.1.4. in case of death of The Insured or in the event of redundancy of the insured post when there are no more employees;

2.4.1.5. on Your own initiative, by giving a written notice to Us not later than 15 (fifteen) calendar days before the expected day of termination of the Insurance Contract;

2.4.1.6. on Our initiative, in accordance with the procedure established by legislation, if You commit a material violation of the Contract (for example, have been late to pay the insurance premium,

intentionally refused to disclose information relevant to the risk assessment, etc.).

2.4.1.7. on other grounds established by laws.

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

2.4.3. Should You terminate the Insurance Contract before the term set forth therein, We shall, at Your written request, refund the Insurance Premium which You have paid for the remaining unused validity term of the Insurance Contract. When calculating the amount to be refunded, We shall consider every day that has already started as a full day.

3. Procedure of Calculation and Payment of Insurance Premiums

3.1. We shall calculate the sum of the insurance premium, the payment of which is one of Your key obligations, according to information provided by You, including the duration of a trip, the Sum Insured, the chosen Insurance Risks, the insurance coverage territory, the type of the trip and other important information.

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

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

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

3.5. If You fail to pay the insurance premium or pay it only in part, We shall additionally charge default interest of 0.02 % of the outstanding amount for each day of delay.

3.6. If You fail to pay the insurance premium within 30 days from the day of Our call for payment, the Insurance Contract shall be terminated on the basis referred to in clause 2.4.1.6. hereof. If we hire for debt recovery persons engaged in the provision of such services, You shall cover expenses which we incur as a result.

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

4. Insured Events

4.1. According to these Terms and Conditions, the costs incurred by The Insured or directly related costs arising as a result of sudden and unexpected events which You and The Insured could not have

foreseen before concluding the Insurance Contract shall be deemed an insured event.

4.2. We shall recognize as Insured Events solely those events, which have happened in the territory specified in the Insurance Policy at the time of validity of insurance coverage.

5. Non-Insured Events

5.1. Regardless of the chosen scope of insurance coverage or the Insurance Risk, we shall not indemnify losses incurred due to the following 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 the war has or has not been declared), riot, strike, rebellion, insurrection, revolution, declared state of emergency, marauding, vandalism, sabotage, strike, lockout, public order disturbances to the extent considered 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, shall not be indemnified either;

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 for other than their intended purpose;

5.1.3. occurring due to or resulting from terrorist acts which shall be perceived as different actions when any person or a group of persons acting in solitude or for the benefit of any organisation or government uses power or threatens to use it 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 shall not be indemnified either;

5.1.4. occurring due to intentional actions of the Policyholder, The Insured or the Beneficiary;

5.1.5. where The Insured or his/ her relatives have used a firearm, and this was a reason for damage to arise;

5.1.6. which occurred outside of the period of validity of the Insurance Contract and/or outside the Insurance Coverage Territory, or during the period of suspension of insurance coverage or when insurance coverage was not applicable;

5.1.7. which are directly or indirectly related to The Insured's epileptic seizures, pathological bone fractures, mental disorders or depression;

5.1.8. health disorders which are a consequence of consumption of alcohol and/or other psychotropic substances;

5.1.9. a suicide, a suicide attempt or an intentional self-injury by The Insured;

5.1.10. which occurred when The Insured was driving a vehicle, when the Insured (or the person to whom The Insured gave the vehicle) did not have the right to drive it or was under the influence of alcohol, narcotic or other toxic substances. This clause also covers the cases when The Insured was riding as a passenger in the vehicle driven by the person described above, and The Insured was aware of that;

5.1.11. which occurred due to engagement in manual labour, sports (including extreme sports), unless such activities have been included as Insurance Risks and specified in the Insurance Policy;

5.1.12. which occurred 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 medical examination, health disorders of a pregnant woman and/or the foetus, giving birth, abortion, complications after giving birth, natal, postnatal disorders etc.), except for the necessary expenses incurred after the entry into force of the Insurance Contract for treating pregnancy complications, which You or The Insured could not have foreseen before the date of conclusion of the Insurance Contract, not exceeding the amount of EUR 300 per day for the entire period of valid of the Insurance Contract;

5.1.14. which occurred when You or The Insured violate the occupational safety requirements through Gross negligence;

5.1.15. where the Insured 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 occurred during individually organized tours and/or expeditions to areas known for extreme climatic conditions (such as a desert, open sea, polar zone, etc);

5.1.17. the occurrence of which was affected by illnesses (traumas) of The Insured, due to which the level of working capacity (disability) of the Insured had been determined by state authorities, including a mental illness;

5.1.18. which occurred during military service of the Insured in the army or another similar unit, during a war, military activities or a peacekeeping mission;

5.1.19. which occurred during the period of probation, remand detention, arrest of The Insured, service of a custodial sentence by the Insured Person or application of compulsory medical measures in respect of The Insured, also while The Insured was under supervision of a special education institution;

5.1.20. when damage has arisen as a result of an order or decision of public authorities (confiscation, seizure, destruction, expropriation, detention etc.);

5.1.21. which occurred as a result of a failure to comply with lawful directions of law enforcement officers or other authorised officers by The Insured.

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

5.1.23. where damage is caused to electronic data processing machinery, software, computer hardware and accessories thereof, unless the Insurance Policy establishes otherwise.

6. Your Rights and Duties

6.1. You shall be entitled to:

6.1.1. receive an insurance offer that best suits Your interests and needs;

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

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

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

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

6.1.5. request Us to pay out an insurance indemnity, if a written consent of the Beneficiary specified in the Insurance Contract has been obtained;

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

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

6.2. You shall be obliged to:

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

6.2.2. before concluding the Insurance Contract, provide Us with correct information on all the circumstances that may have a material impact on the assessment of the Insurance Risk which You are

aware of, or which We request. This can be done by completing Our questionnaire, notifying Us verbally or in writing and furnishing documents;

6.2.3. during the validity period of the Insurance Contract, to notify Us immediately, but not later than within 3 business days, of any changes in the circumstances that may affect the occurrence of an Insured Event and/or damage, the amount of losses and a change in the Insurance Risk;

6.2.4. notify Us of all the concluded or planned insurance contracts concerning the same risks concluded (including their terms and conditions) with other insurance companies. The Insured Person shall also be subject to this requirement;

- 6.2.5. pay the insurance premium within the time limits set in the Insurance Policy;
- 6.2.6. notify Us of a change in the contact details (address, telephone number, e-mail address) in writing not later than within 3 business days;
- 6.2.7. cooperate with Us in Our exercise of the right of recourse against the person responsible for the Insured Event.

7. Rights and Duties of the Beneficiary

7.1. The Beneficiary shall have the right to:

- 7.1.1. receive an insurance indemnity:
 - 7.1.1.1. when the Insurance Contract has been concluded for the benefit of a third person – according to a request of the Beneficiary;
 - 7.1.1.2. when a written request of the Insured Person has been received to transfer an indemnity to another person;
- 7.1.2. receive information on the progress of investigation of the Insured Event and other related information without prejudice to the applicable legal acts.

7.2. The Beneficiary shall be obliged:

- 7.2.1. in case of an Insured Event, to furnish Us with all the available documents and/or known information on the circumstances and consequences of the Insured Event.

8. Our Rights and Duties

8.1. We shall have the right to:

- 8.1.1. request and to receive all information necessary for risk assessment from You, the Insured Person and/ or the Beneficiary;
- 8.1.2. in case of a change in the Insurance Risk, to amend conditions of the Insurance Contract and to request to pay an additional insurance premium or to terminate the Insurance Contract with You in accordance with the procedure prescribed by legal acts;
- 8.1.3. if the Insurance Contract is concluded through Your representative, familiarise him/ her, rather than You directly, with the Insurance Terms and Conditions and submit a copy thereof. This will be considered as duly fulfilled duty of Ours to disclose the terms and conditions of the Insurance Contract to You;
- 8.1.4. refuse to conclude the Insurance Contract without giving the reasons therefor.
- 8.1.5. refuse to pay the Insurance Premium or to reduce its amount, if You or the Insured (if he/ she was aware of the conclusion of the Insurance Contract on his/ her behalf) intentionally or through gross negligence:
 - 8.1.5.1. failed to notify Us of the occurrence of the Insured Event within the time limits specified in the Insurance Terms and Conditions and this affected the increase in damage or the determination of circumstances and/ or consequences of the event;
 - 8.1.5.2. despite Your obligation, You have failed to take action that may reduce or eliminate the damage caused;

- 8.1.5.3. failed to follow Our other legitimate instructions;
- 8.1.6. assign our rights and obligations arising from the Insurance Contract to another insurance company (-ies) in accordance with the procedure established by legal acts. You shall be informed of such an intention at least 2 (two) months in advance and in at least two national newspapers;
- 8.1.7. for the purpose of providing the Services, without prejudice to Your interests, disclose confidential information to independent and Our hired experts, reinsurance companies, Our legal representatives and advisers, companies related to Us, courts and arbitration, the Beneficiary and in other cases prescribed by laws.

8.2. We shall be obliged to:

- 8.2.1. pay insurance indemnities in case of the occurrence of an Insured Event in accordance with the procedure and within the time limits established by legal acts and these Terms and Conditions;
- 8.2.2. process Your personal data, personal data of the Policyholder, The Insured, the Beneficiary and other persons related to the Insurance Contract in strict compliance with provisions of legal acts;
- 8.2.3. notify You and the Beneficiary of the progress of the Insured Event in accordance with the procedure established by legal acts.

9. Change in the Insurance Risk

- 9.1. The following are the circumstances which You shall report to Us:
 - 9.1.1. The Insured starts manual labour;
 - 9.1.2. The Insured decides to engage in sports activities and/ or extreme sports and to participate in official sports competitions or trainings;
 - 9.1.3. The Insured decides to travel to a territory other than that chosen in the Insurance Policy;
 - 9.1.4. having failed to notify Us that The Insured is abroad at the time of concluding the Insurance Contract.
- 9.2. Upon an increase in the Insurance Risk, We shall have the right to amend the conditions of the Insurance Contract and request to pay an additional insurance premium. If You do not agree with the amended conditions, or fail to express Your opinion within the indicated timeframe from the day of sending a notice on new conditions of the Insurance Contract, We shall acquire the right to terminate the Insurance Contract upon the expiry of the time limit specified in this clause without any separate notice.
- 9.3. In the event of a decrease in the Insurance Risk, You shall be entitled to request to amend the terms and conditions of the Insurance Contract and to reduce the insurance premium.
- 9.4. If, being aware of the increased risk, We would not have concluded the Insurance Contract, We shall be entitled to request to terminate the Insurance.

10. Upon Occurrence of an Insured Event

- 10.1. Upon occurrence of an Insured Event, You and/ or the Insured Person shall be obliged to:

10.1.1. take all reasonable and available measures to minimise the losses;

10.1.2. immediately notify the Medical Institution of an Insured Event (and in the case of inpatient treatment – state Medical Institutions or Medical Institutions having permits to engage in such treatment), explain all circumstances of the event and follow all doctor's instructions, provide him/ her with a document confirming the fact of being covered by Compulsory Health Insurance (hereinafter - CHI) and an application to use CHI Fund budget for medical services. If You do not have such a document, submit an application to the Medical Institution to receive it and follow Our instructions or instructions of Our representative.

10.1.3. report the Insured Event:

10.1.3.1. not later than within 30 (thirty) days from the date of the Insured Event, except for the exceptions established in the Insurance Terms and Conditions or for important reasons. To provide Us with detailed information about all the circumstances of such an event known to You or The Insured, to furnish medical and other documents which We request, detailed invoices for the services provided at Our request, to confirm the event in writing within 3 (three) business days and to complete Our submitted questionnaire correctly and in detail, and fulfil Our other requirements;

10.1.3.2. in writing, within 3 (three) days, report an event that may result in civil liability of The Insured. If an investigation has been launched, summons has been served or other legal activity has been initiated in respect of the event, or The Insured has already received a claim or a requirement - report immediately, by submitting copies of the documents received;

10.1.3.3. report in writing death of The Insured in writing, immediately, but not later than within 48 (forty-eight) hours,

10.1.3.4 report in writing hospitalization of The Insured in an inpatient Medical Institution - before receiving inpatient treatment services;

10.1.3.5. in writing within 7 (seven) days in case of a loss, destruction or damage of travel baggage or baggage item. Immediately notify the carrier or the professional keeper, request the issuance of a document confirming the facts referred to in this clause, and file a written claim for indemnification of damages. If a loss, destruction or damage of a travel baggage item is not obvious, this obligation shall be discharged within the time limit for filing a claim set by the carrier or the professional keeper, or within 7 (seven) days from the date of hand-over of the travel baggage item to The Insured, if no time limit for filing a claim has been set;

10.1.3.6. in writing, immediately, but not later than within 12 (twelve) hours, report a cancellation or interruption of a trip;

10.1.3.7. report a loss of travel connection or delayed departure in writing within 3 (three) business days;

10.1.3.8. immediately notify competent authorities on the Insured Event (report a theft, a robbery or a

traffic accident to the police, a fire – to the fire safety department, a communication emergency – to the emergency service, an explosion – to the police and the emergency service, etc.). To request to issue a document confirming the said facts;

10.1.4. allow Us or Our representative to inspect the scene of the event, conduct an investigation and interrogate witnesses, also perform other actions of damage administration in order to determine whether the event is an Insured Event, causes and amount of the loss;

10.1.5. do everything possible to clarify circumstances and obtain the data and documents necessary to assess the damage;

10.1.6. not to admit Your fault in whole or in part, and not to uphold claims of any Third Parties regarding the civil liability of The Insured during a trip without having received Our consent thereto;

10.1.7. at Our request, authorize Us to make statements on behalf of The Insured regarding the upholding or rejection of claims of Third Parties, including representation in court;

10.1.8. in case of a travel baggage delay, contact the carrier, request in writing to issue a document confirming the fact of travel baggage delay, and provide Us with documents supporting the costs incurred in the recovery of travel baggage and/or the purchase of travel items for personal use necessary on the trip;

10.1.9. provide Us with a list of travel baggage items, their values, supporting documents, and dates of their acquisition;

10.1.10. notify Us about the amounts of money received from a tour operator and other Third Parties, which reduce or fully compensate the losses of The Insured, and refund Us the insurance indemnity We paid;

10.1.11. in the event of a risk of financial travel loss, contact the carrier, the tour operator or its authorized representative as soon as possible and submit a written request for reimbursement of travel expenses and payment of an indemnification in accordance with legal acts or contracts;

10.1.12. provide Us with written documents confirming the price of the Insured's trip and other expenses specified in these Terms and Conditions.

10.1.13. submit medical documents issued by the Medical Institution confirming the health disorder, if a trip has been cancelled or interrupted as a result. The above-mentioned medical documents shall contain a doctor's conclusion on the possibility for the Insured Person to go on a trip or to continue it;

10.1.14. provide Us with the originals of the official travel documents confirming the business trip, the business partnership, the common travel destination of business partners and the travel expenses incurred by the business partner, if the trip has been interrupted or cancelled due to a business partner's health condition. Business relationship between different legal entities (entrepreneurs) shall be based on official written documents drafted at least 30 (thirty) days before the date of booking the

trip (the day of booking the trip is included in this time limit);

10.1.15. provide Us with a death certificate, if the trip has been cancelled or interrupted due to the death of a Close Relative;

10.1.16. provide Us with documents confirming the decrease in the construction value of commercial or residential premises of the Insured Person, if the trip has been cancelled or interrupted due to the impact of fire, explosion or natural disaster on the said premises;

10.1.17. provide Us with a statement of a law enforcement authority confirming the fact of a theft or a robbery, if the trip has been cancelled or interrupted due to a theft or a robbery from residential or commercial premises of the Insured Person;

10.1.18. provide Us with the original employment contract or another document with marks confirming uninterrupted work or service and the grounds for dismissal, if the trip has been cancelled due to dismissal from work or service;

10.1.19. provide Us with a document from the transport company confirming the duration and reason of the delay of a public transport vehicle, if a departure is delayed or the travel connection is lost due to the delay or non-departure of a public transport vehicle;

10.1.20. provide Us with a document from law enforcement authorities about a committed criminal offense, administrative violation of law and persons having suffered as a result of them, if this has led to a delayed departure or a loss of travel connection;

10.1.21. provide Us with a document confirming the fact of a car breakdown from the technical assistance service or the police, if a trip connection has been missed due to the breakdown;

10.1.22. provide Us with a declaration of a traffic accident, and in cases prescribed by legal acts, a certificate from the police in case of delayed departure or missed travel connection due to a road traffic accident;

10.2. We shall be provided with all information and documents specified in this section in writing in at least one of the following ways: by registered mail, e-mail or by completing a questionnaire online at www.balcia.lt. In case of death or hospitalization in an inpatient Medical Institution, if there is no possibility to notify in writing, The Insured shall immediately notify Us by phone **19001**, calling from abroad - **+370 5 2119 119**, and in writing within 30 (thirty) calendar days, if We did not send an Insured Event notice for completion earlier;

10.3. notify Us in writing within 30 (thirty) days after the Event (except for cases when this cannot be done for justified reasons) and submit receipts confirming costs of acquisition of the necessary travel document, as well as other documents which We request;

10.4. You, The Insured or the Beneficiary without prior written approval from Us or Our representative, cannot:

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

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

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

11. Determining Damage

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

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

12. Paying Insurance Indemnities

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

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

12.3. If the Insurance Indemnity under accident insurance is paid in instalments, the second and the third instalments shall be paid within 30 (thirty) days from the date of receipt of medical documents confirming the effectiveness of rehabilitation of The Insured and other relevant information on the health condition of The Insured, but not earlier than after 2 (two) or 3 (three) years from the Insured Event date.

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

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

13. Reduction or Non-Payment of an Insurance Indemnity

13.1. In case of an Insured Event, We shall be entitled to reduce the Insurance Indemnity amount by:

13.1.1. 50 %, if You, The Insured or the Beneficiary have failed to report the Insured Event to competent establishments, institutions and Our representative

in a timely manner; in case of baggage insurance – to the carrier or administration of the place of accommodation.

13.1.2. 50 %, if You, The Insured or the Beneficiary have deliberately failed to comply with all or a part of obligations or Our legally justified requests.

13.1.3. If You, the Insured Person or the Beneficiary have received full or partial compensation from the person responsible for damage, unless otherwise established by laws. The Indemnity shall be reduced by the amount received from the responsible person.

13.1.4. If You, The Insured or the Beneficiary are entitled to the Insurance Indemnity for indemnification of the same losses under several insurance contracts, We shall have the right to reduce the Insurance Indemnity payable in proportion to the reduction of the Sum Insured under the respective Insurance Contract. In any case, the Insurance Indemnity to be paid by each insurance company shall be reduced proportionally under each insurance contract so that the total Insurance Indemnity amount does not exceed the total amount of indemnifiable losses incurred. This condition shall not apply to accident insurance risk.

13.1.5. 40 % in case of a loss suffered by The Insured, which would have been lower had he/ she fastened the seat belt in the vehicle.

13.1.6. 40 %, if injuries suffered before the accident date, consequences of improper medical care, performed reconstructive or plastic surgeries, or diseases, except for diseases (injuries) for which state authorities had determined the level of working capacity (disability) for The Insured, and mental illnesses affected the formation of consequences of the external impact.

13.1.7. 40 % in case of a partial injury, except for injuries attributed to a disability.

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

13.2.1. when concluding the Insurance Contract, You provided Us with false information on the Insurance Object and circumstances that have a material impact on the assessment of the Insurance Risk and/ or the amount of possible loss.

13.2.2. You, The Insured or the Beneficiary have failed to report to Us the suffered Insured Event in a timely manner, and therefore We or Our representative is unable to determine the exact amount of loss amount.

13.2.3. The incurred expenses were a consequence of a non-insured event.

13.2.4. You, The Insured or the Beneficiary or Your representatives intentionally provided Us with false information or documents having a substantial impact on the assessment of the Insurance Risk and/or possible losses, or unlawfully increased the amount of the loss. In case of such suspicions, We shall be entitled to refer to the responsible pre-trial investigation institutions with a view to establishing features and the fact of a possible criminal act.

13.2.5. The payment of an Insurance Indemnity would violate trade, economic or other sanctions or embargoes imposed by the Republic of Lithuania, the EU or international organizations, or other national or international legal acts regulating Our activities.

13.2.6. The Insurance Contract or relevant legislation provides other conditions for refusing to pay an Insurance Indemnity.

13.2.7. If having paid out an Insurance Indemnity or a part thereof it turns out that the Indemnity should not have paid or it should have been paid in a lower amount, the Insurance Indemnity or the overpaid amount shall be refunded to Us at Our written request, within 30 (thirty) calendar days from Our request, except for the cases provided for by laws.

13.2.8. In case of a partial injury disability, We shall not pay the second and/or the third part of the Insurance Indemnity if, based on the data provided in the medical documents on the effectiveness of the rehabilitation of The Insured and other relevant information, it is established that functions of the Insured's body impaired as a result of an external impact have been restored, or that the Insured Person has improperly performed its duties provided for herein.

13.2.9. You, The Insured or the Beneficiary fail to comply with the duties set out herein, whether intentionally or through gross negligence.

14. Amendment, Supplement and Termination of the Insurance Contract

14.1. The Insurance Contract may be supplemented or amended by a mutual written agreement between the parties only.

14.2. You shall be entitled to terminate the Insurance Contract by giving a 15 (fifteenth) days' written notice to Us. In such a case, the Insurance Contract shall be deemed terminated on the date indicated in the notice, but not earlier than on the 15th (fifteenth) day from the date of receipt of the notice of termination. In such a case:

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

14.2.2. If the Insurance Indemnity has been paid and/ or reserved, or claims have been filed during the validity period of the Insurance Contract, We shall refund to You the part of the insurance premium equal to the difference between the unused part of the insurance premium and the paid indemnity within 20 (twenty) calendar days from the date of receipt of Your notice.

14.3. The Insurance Contract may also be terminated on other grounds set in legal acts of the Republic of Lithuania governing legal insurance relations.

15. Other Provisions

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

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

15.3. In the event of a dispute, we shall resolve it in good faith. In case of a failure to reach an agreement, the dispute may be referred to courts in accordance with the procedure established by legal acts of the Republic of Lithuania. If You are a natural person, You may also refer the dispute for resolution to the institution supervising Our activities - the Supervisory Authority of the Bank of Lithuania, www.lb.lt.

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

15.4.1. sending the by post;

15.4.2. e-mail / on the self-service portal, indicating this in the Insurance Policy or the self-service;

15.4.3. by other means that we agree on.

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

SPECIAL PART

Medical Expense Insurance

16. Insured Events

16.1. Medical expense insurance shall cover property interests related to sudden and unexpected health disorders or injuries suffered against the will of the Insured Person, as defined in the Terms and Conditions.

16.2. Treatment expenses of The Insured shall include:

16.2.1. costs of transportation of the Insured Person to the nearest Medical Institution and back to his / her place of residence abroad during the trip.

16.2.2. Dental treatment to relieve a toothache:

16.2.2.1. if the Insurance Contract is valid for less than 12 months – up to EUR 150 during the entire period of validity of the Insurance Contract;

16.2.2.2. if the Insurance Contract is valid for more than 12 months – up to EUR 250.

16.3. Expenses of acquisition of medicines and dressings prescribed by doctors.

16.4. Medical Repatriation expenses*, if the Medical Institution justifies its necessity in writing. These expenses may not exceed the costs of Medical Repatriation to the Republic of Lithuania regardless of the place of domicile of the Insured Person or the employer's headquarters.

16.5. We shall indemnify the person accompanying the Insured person the following:

16.5.1. travel expenses from the state of hospitalization of the Insured Person to the place of Medical Repatriation, as well as costs of returning to the state of his/ her place of residence, not exceeding the flight value in economy class;

16.5.2. expenses of living abroad, for a maximum of 7 days, the value of each of which shall not exceed EUR 80.

16.6. Expenses of cremation, funeral abroad and repatriation ** in case of his/ her death, paying the lesser of these amounts: EUR 10 000 or repatriation expenses to the Republic of Lithuania;

16.7. Expenses of additional assistance to The Insured:

16.7.1. sick pay – EUR 25 for each day spent in the Medical Institution, no more than EUR 100 for an insured event. The Insured shall have a valid document confirming the fact of being covered by Compulsory Health Insurance (CHI) on the day of the insured event and to present it to responsible employees of the Medical Institution; his/ her treatment shall fully or partially be covered from the CHI fund;

16.7.2. phone conversations during the Insured's treatment at the Medical Institution – no more than EUR 25 for the entire period of the Insurance Contract;

16.7.3. We shall indemnify the Relative of The Insured, whose treatment in the Medical Institution lasts for more than 7 days, who is going to assist the Insured, or his / her minor child (-ren), with whom The Insured travelled alone, for coming from the Republic of Lithuania and going back. The value of tickets shall not exceed the flight price in economy class. We shall also reimburse accommodation expenses of the Assisting Relative for a maximum of 7 (seven) days, up to EUR 80 per day.

16.7.4. Expenses of transportation of minor children of the Insured Person to the state of domicile of the Insured Person, not exceeding flight price in economy class when traveling to the Republic of Lithuania, if due to a health disorder or death of the Insured Person they are left without adult supervision.

16.7.5. If We reimburse expenses in accordance with clause 16.5 hereof, expenses in accordance with clauses 16.7.3 and 16.7.4. shall not be reimbursed, and if it was reimbursed it shall be deducted from the Insurance Indemnity payable.

** Medical repatriation - transportation of the Insured Person to the state of domicile for further inpatient treatment in a state Medical Institution.*

*** Repatriation – bringing back remains of the Insured Person to the state of his / her domicile.*

17. Non-Insured Events

17.1. The following shall be considered Non-Insured Events under the medical expense insurance risk:

17.1.1. the cases provided for in Section 5 and Section 13 of the General Part hereof;

17.1.2. events suffered while the Insured Person was doing manual labour (construction, agricultural, forest management, wood, metal processing, oil extraction, 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 this risk was chosen and this was indicated in the Insurance Contract;

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

17.2. In addition to the above-specified events, the following expenses shall not be reimbursed either:

17.2.1. for medical services exceeding the scope of first medical aid, also expenses of removal of cosmetic defects, medical examination conclusions and statements, disinfection, vaccination, purchase of food additives and supplements, articles for personal hygiene;

17.2.2. expenses of acquisition of ownership, rent or loan-for-use of all types of medical aids (prostheses, hearing aids, glasses and other products), except for crutches and splints (purchased or rented due to the Insured Event and at the doctor's instruction);

17.2.4. expenses of psychoanalytic therapy or psychotherapy;

17.2.5. 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;

17.2.6. expenses of person accompanying the Insured Person in case of a medical repatriation incurred in the state of his/ her domicile;

17.2.7. expenses related to search for the body of the Insured Person;

17.2.8. other expenses that were not discussed in this Section No 16 of the Terms and Conditions.

Accident Insurance

18. Insured Events

18.1. Accident insurance shall cover property interests related to accidents suffered by The Insured caused by external influences on his/ her body as defined in these Terms and Conditions during the validity period of the Insurance Contract, in the insurance territory. The selected Insurance Risks shall be specified in the Insurance Policy.

18.2. Risk of death

18.2.1. An Insurance Indemnity shall be paid in the event of death, if The Insured has died as a result of an accident within a period of 1 (one) year;

18.2.2. an Insurance Indemnity shall be paid for the fact of death only. Other Insurance Indemnities, for example, for injuries, etc., shall not be paid, or, if

they have been paid, they shall be deducted from the Sum Insured to cover the risk of death.

18.3. Risk of disability

18.3.1. An Insurance Indemnity shall be paid for injuries sustained by The Insured during the accident that persisted for at least 1 (one) year after the date of the accident, unless it can be confirmed earlier that the disability will persist after 1 (one) year. Disability shall be confirmed by medical documents issued not later than within 3 (three) months after the expiry of a 1 (one) year term from the accident date, unless it can be confirmed earlier. Reduction (loss) of incapacity for work, level of incapacity for work (disability) confirmed by state institutions or assessment of incapacity for work (disability) submitted in another form shall not be considered a disability in accordance with these Terms and Conditions;

18.3.2. if The Insured has already been paid an Insurance Indemnity according to the disability risk, but the Beneficiary demands the payment of the Insurance Indemnity payable for a disability, and if the Insured Person dies within one year from the date of the accident, but for reasons other than the accident, or within more than 1 (one) year after the date of the accident, regardless of the reason, We shall calculate the Insurance Indemnity amount in case of disability pursuant to the percentage share provided for in Annex No. 1, at the latest in accordance with the procedure provided for in clause 32.3 hereof for the determined injury in case of disability.

18.3.3. If The Insured suffers a partial injury in case of disability, We shall have the right to monitor and assess a change in the injury of The Insured once per year during the first 36 (thirty-six) months after the date of the accident, based on the data on the effectiveness of Insured's rehabilitation and other relevant information on The Insured's health condition. In such cases, the Insurance Indemnity shall be paid in instalments: the first and the second instalment of the Insurance Indemnity shall amount to 30%, and the third – to 40% of the calculated insurance indemnity amount.

18.4. Risk of trauma

18.4.1. According to this risk, We shall consider bone fractures or bodily injuries sustained by the Insured Person as a result of an accident, which shall be based on objective instrumental examinations (X-ray, computed tomography or magnetic resonance imaging) to be an Insured Event;

18.4.2. in case of an injury, an Insurance Indemnity shall be calculated according to medical records of The Insured for each injury suffered and shall be equal to the percentage share determined for that injury in Table in Annex No. 1 of the Sum Insured planned for a specific case of accident. In case of more than one injury, an Insurance Indemnity shall be calculated by summing all the Insurance Indemnities for each injury, without exceeding the Sum Insured;

18.4.3. if during one Insured Event there is more than one injury suffered on the same part of the body of the Insured Person, We shall pay the Insurance Indemnity for the most serious injury only.

19. Non-Insured Events

19.1. The following shall be considered Non-Insured Events under the accident insurance risk:

19.1.1. the cases provided for in Section 5 and Section 13 of the General Part hereof;

19.2. damage resulting from treatment or treatment procedures, except for the cases where the damage has arisen as a result of treatment of direct consequences of the accident;

19.3. damage resulting as a consequence of any disease even an unexpected one;

19.4. damage arising after a trauma of The Insured, consequences and/ or complications thereof, due to 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;

19.5. damage resulting from accidents while The Insured performed his/ her work-related obligations threatening The Insured's health or life, performing which requires a special qualified preparation and a respective permit issued by competent authorities, which The Insured does not have (e.g. work with high voltage equipment, works at high altitudes and underground works, works with specialised machines, explosive substances, drilling of wells etc.);

19.6. an infection caught by the body of The Insured during an accident, except for rabies and tetanus, also other infections suffered during surgeries performed or a treatment applied as a result of an accident (radiotherapy, physiotherapy or pharmaceutical treatment);

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

19.8. damage 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, if such seizures occurred for reasons other than the accident, also due to mental reactions (in the state of affect) irrespective of the reason of their occurrence;

19.9. damage incurred as a result of chronic, congenital diseases;

19.10. sustained as a result of (radiotherapy, physiotherapy or pharmaceutical) treatment or surgeries which The Insured performed on himself/ herself and allowed other persons to perform them if treatment or surgery were not necessary due to the accident;

19.11. damage sustained while operating or using any aerial vehicles, motor aeroplanes, light aircrafts, space vehicles and other gliding or flying air vehicles, except for the cases where The Insured used an air transport vehicle classified as public

transport while travelling from one place to another place, and was not a member of crew of the vehicle;

19.12. damage sustained as a result of actions of third parties, if the Insured 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;

19.13. a court decision on declaring The Insured missing.

Civil Liability Insurance

20. Insured Events

20.1. Property interests related to the damage done by The Insured to a third party during the validity period of the Insurance Contract in the insurance territory, which The Insured must indemnify in accordance with applicable legislation shall be covered under civil liability insurance.

20.2. In order to indemnify damage, We must receive a claim for the indemnification of damage caused by The Insured filed by the third party during the validity period of the Insurance Contract, but not later than within 6 (six) months after its expiry.

20.3. When paying an Insurance Indemnity in case of each Insured Event, We shall deduct a Deductible of EUR 60.

20.4. Unless otherwise provided for in the Insurance Policy, an Insurance Indemnity for indemnification of non-property damage and/or loss of income may not exceed 15% of the Sum Insured specified in the Insurance Policy. The Indemnity shall be calculated in accordance with the legislation applicable to the civil liability of the Insured, but it may not exceed the lesser of the following amounts: damage to a third party and reasonable expenses to reduce or prevent damage, and/or related to the assessment of civil liability and damage; the Sum Insured specified in the Insurance Policy. This condition shall also apply in the cases where a case for indemnification of damage is pending in court.

21. Non-Insured Events

21.1. The following shall be considered Non-Insured Events under the civil liability insurance risk:

21.1.1. the cases provided for in Section 5 and Section 13 of the General Part hereof;

21.1.2. damage caused by the Insured to his/ her relatives, You, or the person travelling with You or The Insured; also damage which You have caused to The Insured;

21.1.3. damage caused by The Insured to his/ her own or Your property, including damage due to the loss of property;

21.1.4. damage arising out of contractual civil liability or damage covered under any type of compulsory civil liability insurance;

21.1.5. damage related to management of a company or any other professional activities, irrespective of the legal ground of management thereof, also damage caused by articles

manufactured or supplied by the Insured Person, or works carried out or services provided thereby;

21.1.6. damage, which is not related to direct losses suffered by a Third Party, including loss of income and non-property damage;

21.1.7. damage in relation to manual labour, office work, profession activities, commercial activities or similar actions aimed at generating income or other material benefit carried out by The Insured;

21.1.8. damage related to any possession, driving, use and launch of any mechanical vehicles, aircrafts, steamers and self-propelled work and agricultural machinery;

21.1.9. damage to the property of Third Parties which You or The Insured possessed, used or operated at the moment of the event on the basis of rent, loan-for-use, leasing, custody or another contract;

21.1.10. damage related to destruction, damage or loss of money, identity documents, software, data media, 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;

21.1.11. damage in relation to transmission of diseases of the Insured Person and/ or pets in care of The Insured to others, or related to keeping of any pets and/ or animals;

21.1.12. damage caused to property of Third Parties of which The Insured took possession with malicious intent;

21.1.13. any sanctions (administrative, adjudged by court, aimed for the indemnification of damages, etc.);

21.1.14. damage which has arisen during hunting and/ or due to the impact on wild animals caused by The Insured;

21.1.15. damage arising out of long-term (continuous) spread of temperature, gas, vapour, steam, moisture or precipitation (e.g. soot, dust etc.) and the resulting (sudden or continuous) impact;

21.1.16. damage arising out of the 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);

21.1.17. damage resulting from deterioration of natural environment or its elements, caused noise;

21.1.18. damage resulting from the use of asbestos;

21.1.19. for indemnification of damage of criminal nature (punitive damages, multiplied damages, or exemplary damages).

Baggage Insurance

22. Insured Events

22.1. Property interests of related to a sudden, unexpected loss, destruction or damage of travel luggage and/or late delivery of travel baggage of the Insured during a trip in a Foreign Country during the validity period of the Insurance Contract beyond the

will of the Insured shall be covered under baggage insurance:

22.1.1. if a baggage item* is lost, destroyed or damaged during a Trip at the moment of its transfer to the carrier or a professional keeper. Having handed over baggage to the carrier by air, it shall be deemed lost where the carrier fails to deliver the travel baggage by air within 20 (twenty) days, upon expiry of the time limit for delivery of the baggage agreed between The Insured and the carrier by air. In case of this Insured Event (and in the case of a suitcase, travel bag, packaging and their accessories - regardless of whether it has been handed over to the carrier or not), We shall deduct from the Insurance Indemnity payable a deductible of EUR 25 each time.

22.1.2. if travel baggage/ a baggage item is lost, destroyed or damaged while the baggage item/baggage is in a protected vehicle or protected premises, also under supervision of The Insured for at least one of the following reasons: robbery, theft; malicious actions of Third Parties; accident involving the vehicle whereby the Insured Person travelled; fire; explosion; natural disasters;

22.2. in case of a delay of travel baggage (when arrival to the destination is more than 6 (six) hours late, and picking the baggage up is impossible on the day of arrival of the Insured Person), the Insurance Indemnity shall not exceed EUR 180;

22.3. In case of a loss, destruction or damage of the travel baggage items listed below, the Insurance Indemnity may not exceed the below-specified amounts:

22.3.1. Outer clothing – 60% of the Sum Insured of the travel baggage;

22.3.2. Underwear – 20% of the Sum Insured of the travel baggage;

22.3.3. Cosmetics and hygiene preparations – 30% of the Sum Insured of the travel baggage;

22.3.4. Souvenirs or gifts – 15% of the Sum Insured of the travel baggage;

22.3.5. Skiing or sports equipment – 30% of the Sum Insured of the travel baggage;

22.3.6. Baby stroller – 50% of the Sum Insured of the travel baggage;

22.3.7. Mobile phones and video equipment and accessories thereof, photo and video cameras – 50% of the Sum Insured of the travel baggage;

22.3.8. travel baggage items not specified in clauses 22.5.1–22.5.7 hereof, – 25 % of the Sum Insured of the travel baggage.

22.4. The Sum Insured for each separate baggage item cannot exceed EUR 160 if there are two of more items of one type; the Sum Insured cannot exceed EUR 280 for each group of items, except for skiing equipment.

22.5. When filing claims for a delay and loss (destruction) of travel baggage, irrespective of the moment of time of the filing of claims in respect of each other, the Insurance Indemnity shall be paid out for a higher requested amount only, and, in cases where the amount of money had already been paid out, the Insurance Indemnity amount

shall be reduced by the paid out part of the amount of money.

22.6. The value of travel baggage items on the date of the Insured Event shall be determined according to the principle described herein below, except for the cases where You furnish 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 a new item:

22.6.1. if the age of the item is up to 1 year, a 5% decrease in the value shall be applicable;

22.6.2. if the age of the item is 1 year, a 10% decrease in the value shall be applicable;

22.6.3. if the age of the item is 2 years, a 20% decrease in the value shall be applicable.

22.6.4. 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.

22.6.5 If The Insured cannot furnish documents supporting the actual value of lost baggage before the Insured Event, We shall be entitled to determine such amount of the actual value of the baggage, for which the item could be purchased before the occurrence of the Insured Event, applying 20% annual depreciation;

22.7. Baggage Sum Insured is the travel baggage market value set for each Insured and specified in the Insurance Policy.

23. Non-Insured Events

23.1. The following shall be considered Non-Insured Events under the baggage insurance risk:

23.1.1. the cases provided for in Section 5 and Section 13 of the General Part hereof;

23.1.2. cases when a baggage item/ baggage was left unattended by the Insured Person, except cases indicated in article 22.1.2;

23.1.3. where the carrier is not liable for loss, destruction or damage of baggage items/ baggage in accordance with the procedure prescribed by legislation, or is released from liability;

23.1.4. where carriage of a particular baggage item was forbidden according to applicable baggage carriage rules;

23.1.5. where a baggage item/ baggage is used in unlawful activities of The Insured;

23.1.6. where civil circulation of a baggage item/ baggage has been restricted or prohibited;

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

23.1.8. where carried articles are fragile or easily cracking, except for the cases of a fire or an accident sustained by a vehicle, which carried the articles referred to in this clause;

23.1.9. where damage is done to jewellery, except for the cases where it is stored by a professional keeper or the jewellery is worn on the body of The Insured;

23.1.10. where damage is caused to securities, tickets, money, documents of all types, stamps, also

data irrespective of the form in which they are stored;

23.1.11. where damage is caused to land, air or water vehicles, their parts and accessories;

23.1.12. where damage is caused to sports or leisure equipment when using it or when it is handed over to the carrier in some other than a hard packaging;

23.1.13. where damage is caused to a work of art, musical instrument, article of fur, antiques, collection of articles, pharmaceuticals, glasses, contact lenses, any other prostheses, animal, plants, food or guns;

23.1.14. where damage is caused to a mobile phone, camera, video camera, video equipment and their accessories, if they have been handed over to the carrier;

23.1.15. where delay of travel baggage, loss, destruction or damage of a baggage item was caused by one of the following reasons: normal depreciation, improper quality of the travel baggage item; shortcomings or defects existing before the event; washing 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;

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

Travel Financial Loss Insurance

24. Insured Events

24.1. Property interests related to the cancellation* or interruption** of the trip of the Insured, delay in departure or loss of a travel connection*** that occurred in the insurance territory during the validity period of the Insurance Contract shall be covered under the travel financial loss insurance.

24.2. We shall consider an event to be an Insured Event, if it happened suddenly, unexpectedly, beyond the will of The Insured, and the resulting damage occurred within the last 7 (seven) calendar days before the start date of the trip (the start date of the trip shall be included in the said period) or for events having happened during the trip:

24.2.1. a health disorder of The Insured or his/ her Relative going on the same trip with The Insured;

24.2.2. a health disorder of a spouse or a cohabitant, a child (adoptive child) or one of the parents (adoptive parents) of The Insured (irrespective of whether or not they go on the trip), for which they are hospitalised in a Medical Institution;

24.2.3. death of The Insured or his/ her Close Relative;

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

24.2.5. a theft or a robbery from the residential or commercial premises possessed by The Insured on

lawful grounds within the last 2 (two) days before the travel start date (inclusive) or during the trip, when a property damage of EUR 7 000 at the least is suffered;

24.2.6. loss of identity documents of The Insured due to illegal actions of Third Parties committed against the Insured, and the absence of any objective possibility to get new ones;

24.2.7. dismissal of The Insured from work or service on the employer's initiative through no fault of The Insured, if the uninterrupted record of service of The Insured is not shorter than 1 (one) year, and at the moment of conclusion of the Insurance Contract The Insured was not aware and could not be aware of his/ her upcoming dismissal;

24.2.8. delayed departure or a Missed Travel Connection due to a delay at departure or non-departure of the public transport vehicle leaving according to a pre-established schedule for reasons beyond control of The Insured, or The Insured getting in a road traffic accident;

24.2.9. delayed departure due to a committed criminal act or administrative offence, where The Insured has been declared a victim of such a criminal act or administrative offence in accordance with the procedure prescribed by legislation;

24.2.10. missed Travel Connection due to a breakdown of the vehicle which the Insured uses to travel to an intermediate travel point.

24.3. The Sum Insured shall be equal to the travel price for each person indicated in the Insurance Policy. If the Insurance Policy indicates the total travel price travel for all the Insureds, and there is no objective evidence substantiating the travel price for each Insured, it shall be deemed to be equal to the part of the travel price proportionate to the number of the Insureds.

24.4. If the travel price is fully or partially paid by the monetary value equivalents provided under an airline loyalty programme (e.g. points, vouchers, receipts etc.), when concluding the Insurance Contract the travel price shall be the lowest travel price in the market paid for a similar trip on the date of conclusion of the Insurance Contract or purchase of the Trip (the travel price shall be set according to the price on the earlier date indicated in this clause).

24.5. Unless the Insurance Policy states otherwise, in case of a trip cancellation or interruption due to a health disorder (injury), We shall deduct a deductible of 20% of the Insurance Indemnity payable.

24.6. In case of a trip cancellation, the Insurance Indemnity may not exceed the travel price for the Insured and the amounts of money, i.e. the monetary obligations arising till the moment of emergence of circumstances which resulted in travel cancellation in relation to the payment for the services included in the travel price.

24.7. In case of a trip cancellation, the Insurance Indemnity cannot exceed the costs of exchange of travel tickets or of purchase of new tickets travelling to the country of domicile by similar type of public transport vehicle (economy class).

24.8. In case of delayed departure, where The Insured goes on a trip, We shall pay out the lower of the following amounts: costs of exchange of 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 travel of the Insured Person.

24.9. In case of delayed departure, where The Insured refuses a trip, We shall pay out the lower of the following amounts: price of the services comprising the travel price, which had been paid before the emergence of the circumstances having resulted in delayed departure and which were not used due to delayed departure, or 50% of the price of travel of The Insured.

24.10. In case of a missed travel connection, where The Insured continues a trip, We shall pay out the lower of the following amounts: expenses of exchange of 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 travel of the Insured Person.

24.11. In case of a missed travel connection, where The Insured cannot continue a trip for objective reasons, We shall pay out the lower of the following amounts: expenses of exchange of 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 travel of the Insured Person.

** Trip cancellation means the inability of the Insured Person to start a trip due to an event that occurred before the start of the trip, for reasons beyond the will of The Insured, specified in the clause "Travel Financial Loss Insured Events".*

*** Trip interruption means the inability of the Insured Person to continue the trip due to an event that occurred after the start of the trip, due to reasons beyond the control of The Insured, which he/ she could not have foreseen in advance.*

**** Lost travel connection means the inability of the Insured to continue the trip due to an event that occurred after the moment of the start of the trip, when The Insured goes to an intermediate travel point.*

25. Non-Insured Events

25.1. The following shall be considered Non-Insured Events under the travel financial loss insurance risk:

25.1.1. the cases provided for in Section 5 and Section 13 of the General Part hereof;

25.1.2. strike which is officially published before the start of a trip;

25.1.3. mental, oncological, sexually transmitted diseases;

25.1.4. guilty actions or omission, bankruptcy or insolvency of the tour operator, agency and/ or the carrier;

25.1.5. any reasons, if the period between the arrival of the public transport vehicle which The Insured used to travel to the Intermediate Travel Point and departure of the public transport vehicle

which The Insured must board to leave the Intermediate Travel Point is longer than 24 (twenty-four) hours;

25.1.6. other expenses that have not been listed in this clause 24.

Legal Aid Insurance

26. Insured Events

26.1. Legal aid insurance shall cover property interests related to the losses incurred by the Insured in the insurance territory during the validity period of the Insurance Contract to receive legal aid.

26.2. We shall indemnify costs incurred by The Insured for legal aid, if he / she accidentally or unknowingly:

26.2.1. did not comply with the norms and traditions of the country of destination;

26.2.2. violated regulations of the country where the Insurance Contract is valid and thus caused damage to a Third Party.

27. Non-Insured Events

27.1. The following shall be considered Non-Insured Events under the legal aid insurance risk:

27.1.1. the cases provided for in Section 5 and Section 13 of the General Part hereof;

27.1.2. cases when legal aid was provided for a claim brought against The Insured for use or possession of a vehicle, including violation of the Road Traffic Regulations and insurance against motor third party liability insurance;

27.1.3. when the event for which legal aid was provided occurred before the entry into force of the Insurance Contract;

27.1.4. legal aid expenses for an event committed by criminal acts of The Insured;

27.1.5. legal aid expenses for lawful employment relationship or a default on contractual obligations.

27.1.6. No insurance indemnity shall be paid out, if The Insured has failed to furnish the following documents:

27.1.6.1. a copy of the claim brought against The Insured;

27.1.6.2. a contract (a copy thereof) specifying the reason for providing legal aid concluded with an attorney-at-law;

27.1.6.3. a document evidencing the payment for the services provided by the attorney-at-law;

27.1.7. in case of each Insured Event, We shall deduct a deductible of EUR 60 of an Insurance Indemnity payable.

Travel Document Insurance

28. Insured Events

28.1. Travel document insurance shall cover property interests of The Insured in relation to the losses incurred by the Insured Person for acquiring the travel document necessary for crossing the state border of a Foreign Country in order to return to the state of his/ her domicile during the validity period of the Insurance Contract in the insurance territory, when the passport or the identity card of The Insured was lost during the trip.

28.2. We shall indemnify expenses incurred by The Insured due to the loss of money and/or documents, if they were lost suddenly, unexpectedly, beyond the will of the Insured Person, for at least one of the following reasons:

28.2.1. a theft from protected premises;

28.2.2. a robbery;

28.2.3. malicious actions of third parties;

28.2.4. loss;

28.2.5. accident of a vehicle, which the Insured Person used for travelling;

28.2.6. fire; explosion; natural disasters.

28.3. We shall indemnify the following expenses related to acquisition of travel documents only:

28.3.1. expenses of phone calls in relation to urgent transfer of money, not exceeding EUR 30;

28.3.2. hotel accommodation expenses till the date of receipt of travel documents, but for no more than 2 (two) days, not exceeding EUR 180;

28.3.3. costs of production of a travel document, not exceeding EUR 100;

28.3.4. expenses of travelling to the nearest official place of issue of travel documents, not exceeding EUR 80.

29. Non-Insured Events

29.1. The following shall be considered Non-Insured Events under the legal aid insurance risk:

29.1.1. the cases provided for in Section 5 and Section 13 of the General Part hereof;

29.1.2. where expenses are related to acquisition of a travel document necessary for return of a person other than The Insured to the country of domicile;

29.1.3. if the loss or the theft of the passport or identity document was not reported to local law enforcement bodies within 24 (twenty-four) hours or no written confirmation of the fact was received from them.

Table No. 1. Disability

No.	Consequences of the Insured Event	Insurance indemnity (% of 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.	Complete traumatic loss of hearing in both ears	100
1.6.	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 a part of the thumb or complete thumb ankylosis	7
2.16.	Complete loss of three phalanges of the forefinger	15
2.17.	Complete loss of a part of the forefinger or complete forefinger ankylosis	8
2.18.	Loss of another finger (the third, the fourth or the fifth)	5
2.19.	Loss of a part of another finger (the third, the fourth or the fifth) or complete ankylosis	3
2.20.	Complete loss of 5 (five) fingers	40
3.	Lower extremities	
3.1.	Complete loss of both legs, both feet or 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 the big toe	5
3.6.	Loss of another toe (except for the big 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

Annex No. 2

Table No. 2. Traumas

No.	Consequences of the Insured Event	Insurance indemnity (% of the Sum Insured)
1.	Skull	
1.1.	Fracture of vault bones	10
1.2.	Fracture of the base of the skull	20
2.	Facial bones	
2.1.	Fractures of facial bones (nasal bone, ethmoid bone, upper and lower jaws, zygomatic bone, the hyoid/lingual bone, also para-nasal sinuses)	5 for each bone fracture
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. The Insurance Indemnity shall not be paid for teeth affected by paradontosis, milk teeth or teeth hurt during an 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
Notes. 1. If rib fractures resulted in pneumothorax, traumatic pneumonia, exudative pleuritis, hemothorax, and a surgical intervention was performed as a result of the aforementioned condition, additional Insurance Indemnity of 3 (three) % of the Sum Insured shall be paid. 2. The Insurance Indemnity shall be established according to the total number of fractured ribs. 3. 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: – one vertebra	15
5.2.	Fractures of vertebral bodies or arches of cervical, thoracic or lumbar part of vertebral column: 2 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 for navicular bone)	3
6.7.	Fractures of metacarpal bones, bones of the thumb	2 for each bone, but no more than 6 %
7.	Pelvic bones	
7.1.	Fracture of iliac bone, pubic bone, ischiadic bone (a single bone)	5 for each bone fracture
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
8.5.	Fractures of tarsal bones (except for calcaneus)	5

		for each tarsal bone fracture
8.6.	Fracture of calcaneus	3
8.7.	Fractures of metatarsal bones and of the big toe	3 for each bone fracture
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 consequences of pinna injuries shall be assessed after the end of healing, at least 1 month after the trauma		
10.	Gastrointestinal organs	
10.1.	Loss of more than a half of the tongue	30
10.2.	Loss of the tongue at its root (complete loss)	50
10.3.	Loss of a part of the lower jaw	30
10.4.	Complete jaw loss	60
10.5.	Artificial anus	45
10.6.	Resection of a part of liver and gall bladder due to a trauma	15
10.7.	Resection of spleen	20
10.8.	Resection of a part of stomach, pancreas or 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 a part of penis and/ or both testicles	25
11.7.	Resection of the entire penis	50
11.8.	Resection of both ovaries (or a single functioning ovary) and/ or uterus in females up to 45 years of age (inclusive)	45
11.9.	Resection of both ovaries (or a single functioning ovary) and/ or uterus in females above 45 years old	25
12.	Nose	
12.1.	Loss of olfaction and taste	15
12.2.	Loss of olfaction	10
12.4.	Dysfunction of larynx or trachea, when intranasal tracheotomy tube is inserted permanently	40
12.5.	Aphonia	30
12.6.	Injury of respiratory organs, resulting in a respiratory failure of III degree	55

Notes:

1. The Insurance Indemnity paid for injuries of a single body part may not exceed the sum of the Insurance Indemnity paid for the loss of that body part.
2. If more than one injury was suffered in the same part of the body of the Insured Event due to external impact, We shall pay the Insurance Indemnity for the most serious injury only, and no Insurance Indemnity shall be paid for other minor injuries.
3. Loss of the function of the organ shall be established after at least 9 (nine) months and not more than 12 (twelve) months after the day of the Insured Event, except the cases, when the loss of the organ function is undoubted.
3. If an Insured Event results in the loss of an organ or loss of its part or its function, and The Insured had lost that part or function before the Insured Event, the percentage of the Insurance Indemnity paid shall be reduced considering the previous loss of the organ part or its function. In cases of a partial loss of the organs listed in clauses of these Tables, also in case of a partial loss of functions of those organs, the percentage of the Insurance Indemnity paid shall be reduced respectively; however, the Insurance Indemnity shall not be paid altogether, if loss of function is less than 60 %.
4. If several bones fractured during an Insured Event, the Insurance Indemnities shall be summed up, but the sum may not exceed the Sum Insured set for trauma cases. Several fractures in different places of a single bone shall be considered a single fracture.