



Balcia  
I N S U R A N C E

TRAVEL INSURANCE  
TERMS AND CONDITIONS NO. LT-003.02  
VALID FROM 30/09/2020

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## ABOUT TRAVEL INSURANCE

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Travel safely with Balcia Travel Insurance!

We offer a wide range of insurance risks, so you can choose the option or a package of options that suits your needs the best:

- **Medical Expense and Repatriation Insurance**

Insurance of property interests of the Insured related to a sudden and unexpected health disorder of the Insured while he / she is Abroad, which requires urgent and immediate medical aid or repatriation.

- **Accident Insurance**

Insurance of property interests of the Insured related to accidents suffered by the Insured while being Abroad.

- **Financial Travel Loss Insurance**

Insurance of property interests of the Insured related to travel delays, interruptions, lost connections or inability to go on a trip.

- **Personal Civil Liability Insurance**

Insurance of property interests of third parties related to the damage caused to them or their property by the Insured during the Insured's trip Abroad.

- **Legal Aid Insurance**

Insurance of property interests related to legal aid provided to the Insured during his / her trip Abroad.

- **Baggage Insurance**

Insurance of property interests of the Insured related to the delay, damage or loss of his / her baggage.

- **Travel Document Insurance**

Insurance of property interests of the Insured related to documents of the Insured lost in a trip without which the trip cannot be continued.

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

### **What to do in case of an event during a trip Abroad?**

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

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

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

Have a nice trip!

Balcia Insurance SE Lithuanian branch

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## I. DEFINITIONS

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**1.1. The Insured** shall mean the person whom You indicated in the Insurance Contract, upon an occurrence of an insured event in whose life We shall pay an insurance indemnity. The following persons may be the Insureds in the Insurance Contract:

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

**1.2. Relatives of the Insured:**

- 1.2.1. a spouse or a cohabiting person sharing household for one year at the least;
- 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 has been booked by no more than two persons);
- 1.2.6. business partners - employees, officers, servants 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 guilty actions (omission) of the Insured (including his/ her children and adoptive children under 14 years of age) cause damage to another person, who is not the Insured, or such damage comes up as a consequence of the said actions later on.

**1.4. Baggage** shall mean items belonging to the Insured and intended exclusively for personal use of the Insured (including a suitcase or a travel bag), which the Insured carries on a trip or has acquired during a trip, and which, due to their nature and / or quantity, have not been purchased or carried for commercial purposes

**1.5. Baggage Loss** shall mean the loss of the Baggage handed over to the carrier, when the carrier declared the loss of the Baggage and issued a confirmation that Baggage was lost and that no further searches thereof shall be continued.

**1.6. Baggage Damage** shall mean the loss of functionality of Baggage items, which results in the loss of the possibility to use the items for their direct purpose, when the repair costs of the items are lower than their market value on the day of the insured event.

**1.7. Baggage Destruction** shall mean a decrease in the functionality of Baggage items, which results in the loss of the possibility to use the items for their direct purpose, when the repair costs of the items are equal to or exceed their market value on the day of the insured event.

**1.8. Baggage Delay** shall mean late delivery of Baggage handed over to the carrier to the final destination (as specified in the travel ticket) for more than 6 hours after the arrival of the Insured at the destination.

**1.9. 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 Person's life or avoiding serious complications and lasting until the earliest event: stability of the condition of the Insured, medical repatriation or death of the Insured. We shall not consider rehabilitative, spa or sanatorium treatment, also non-traditional medical measures, as First medical aid.

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

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

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

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

**1.14. 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 Person. The Insurance Contract may provide for certain exceptions.

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

**1.16. 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 Person.

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

**1.18. Trip/ Travel** shall mean a temporary stay of the Insured outside the Republic of Lithuania during the validity period of the Insurance Contract. A Trip shall be considered to have started when the Insured leaves the Republic of Lithuania, and it shall be considered ended when the Insured returns to the Republic of Lithuania.

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

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

**1.21. Injury** shall mean damage to the tissues or organs of the Insured's body, anatomical integrity, or their functions caused in an accident by mechanical, chemical, thermal, toxic substances or another physical impact.

**1.22. Chronic Illness** shall mean a health condition as opposed to an acute illness, when disorders of the body's functional and physiological processes gradually develop over a long period of time, manifesting by more frequent or less frequent exacerbations (even if the illness was misdiagnosed before the Start of Trip or it was not confirmed by a qualified doctor before Travel).

**1.23. Death** shall mean irreversible death of the human body as a whole, when blood flow, breathing stops, and the brain dies.

**1.24. 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.

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

**1.26. Incapacity for Work** – a patient shall be considered incapacitated for work if he / she has been issued with a certificate for incapacity for work or a statement for not showing up at work, a labour exchange or an educational institution (F 094a). If the patient is an unemployed adult, a studying child (a student) during vacation or a pre-schooler not attending an educational institution, he/ she shall be considered incapacitated for work if he/ she undergoes outpatient treatment for 10 consecutive days at the least.

**1.27. Accident** shall mean a sudden and unexpected event when the Insured's body is externally exposed to physical force, chemical, thermal, toxic gas or other physical effects, which results in the Insured suffering a bodily injury, becoming temporarily incapacitated for work, disabled, or death of the Insured.

**1.28. Official Competitions and Trainings** shall mean competitions and trainings organised by sports organisations, sports clubs, sports schools, sports centres, sports facilities, sport federations, associations and societies and other organisations and institutions engaged in physical education and sports activities having rights of a legal entity, which create conditions for practicing physical education and sports, preparing sportsmen, organising sports competitions and other physical education and sports events (hereinafter – Sports Organizations). Competitions shall be held according to the regulations which correspond to the rules of sports competitions. The regulations shall indicate organisers of competitions and the terms 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 Person.

**1.29. Robbery** shall mean a theft of property using physical violence or threatening to immediately use physical violence against the Insured. The Insured shall have reported a robbery to law enforcement authorities.

**1.30. 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 a form of leisure of the Insured to be sports.

**1.31. Serious Illness** shall mean a sudden and unexpected illness which a qualified doctor classifies as life-threatening and which requires intensive specialised medical care of a patient in a hospital or renders the patient incapacitated for work.

**1.32. Serious Injury** shall mean a physical, accidental, sudden and unexpected bodily injury which endangers the life of the injured person and renders the patient incapacitated for work or requires intensive specialized medical care in a hospital.

**1.33. Intermediate Travel Point** shall mean a place where the Insured transfers to another public transport vehicle specified in the ticket after the Start of the Trip, departing according to a pre-established schedule, if the time interval between the arrival time of the vehicle carrying the Insured and the departure time of the vehicle which he/ she has to take to depart from the same place is less than 24 hours.

**1.34. Transport Service Provider (Carrier)** shall mean any undertaking entitled to provide paid passenger carriage services on regular routes by land, water or air.

**1.35. Foreign Country or Abroad** shall mean any country, except the Republic of Lithuania, the country of citizenship of the Insured and the country of the Insured's domicile.

**1.36. Acute Illness** shall mean a sudden and unexpected deterioration of the state of health that started (i.e. the first symptoms of the illness occurred) Abroad during the insurance period, endangering health or life of the Insured and requiring immediate medical attention. If the Insurance Contract covers several Trips of the Insured, the Illness that started during one Trip shall no longer be considered an acute illness during subsequent trips.

**1.37. Burglary** shall mean a theft of property from locked premises or baggage compartment of a locked vehicle, having unlawfully removed security systems and opened premises or the trunk of the vehicle using physical force or special tools and devices, when there are obvious signs of burglary, and the Insured has filed a complaint with law enforcement authorities regarding the event.

**1.38. Children** shall mean maintained children, adopted children or foster children of the Insured or the Insured's spouse or cohabitant, who are under the age of 21 and unmarried.

**1.39. Valuables** shall mean a photo and / or a video camera, a handset, a laptop or tablet, a wristwatch or glasses.

**1.40. Public Transport Vehicle or Public Transport** shall mean a water, air or land vehicle used by a licensed transport service provider to carry passengers on pre-established routes.

## II. TRAVEL INSURANCE CONDITIONS

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### MEDICAL EXPENSE INSURANCE

#### 1. What is Insured

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1.1. Medical expense insurance shall cover Your and / or the Insured's property interests related to Your and/or the Insured's expenses for First Medical Aid provided to the Insured during a Trip Abroad, medical transportation and/ or repatriation due to an insured event.

1.2. Insured events shall be sudden and unexpected events having happened to the Insured during the validity period of the insurance coverage, including:

1.2.1. an Acute Illness, the first symptoms of which manifested during a Trip Abroad;

1.2.2. exacerbation of a Chronic Illness, if according to normal medical practice such deterioration of the health condition of the Insured could not be expected before the Start of the Trip Abroad;

1.2.3. injury;

1.2.4. death.

1.3. In case of an insured event, We shall indemnify the necessary and justified expenses for the following, without exceeding the Sum Insured indicated in the Insurance Contract and the insurance indemnity limits set for separate Insurance Risks (if any):

1.3.1. transportation of the Insured to the nearest Medical Institution and back to the place of his / her temporary accommodation during the Trip Abroad;

1.3.2. First Medical Aid in an outpatient and / or inpatient Medical Institution;

1.3.3. medical tests necessary for diagnosis;

1.3.4. medicines prescribed by doctors, dressings to the extent related to the First Medical Aid to the Insured;

1.3.5. purchase of over-the-counter medicines (e.g. for pain relief, indigestion, mild cold symptoms, etc.) and dressings without doctor's prescription, not exceeding EUR 30 during the entire period of validity of the Insurance Contract;

1.3.6. rental of crutches or wheelchairs or purchase of crutches prescribed by a doctor, if this is related to the First Medical Aid to the Insured, not exceeding EUR 60 during the entire period of validity of the Insurance Contract;

1.3.7. an accident when the Insured suffers an injury, repair of damaged corrective glasses, hearing aids, dental prosthesis or purchase of new ones, not exceeding EUR 200 during the entire period of validity of the Insurance Contract, if they were repaired or replaced not later than 60 days after the Accident date;

1.3.8. dry cleaning, repair of clothes that have been soiled or damaged during an Accident when the Insured suffered an Injury, or purchase of new clothes. An insurance indemnity shall also be paid if clothes have been damaged at the Medical Institution that provided the Insured with the First Medical Aid after the Injury. These expenses shall be covered without exceeding EUR 100 during the entire period of validity of the Insurance Contract;

1.3.9. phone calls to the Medical Institution, Us and / or Our assisting partners, not exceeding EUR 60 during the entire period of validity of the Insurance Contract;

1.3.10. First dental treatment to relieve acute toothache, not exceeding EUR 250 during the entire period of validity of the Insurance Contract;

1.3.11. the First Medical Aid in case of pregnancy complications, not exceeding EUR 300 during the entire period of validity of the Insurance Contract;

1.3.12. arrival, accommodation and return of one person to attend to the Insured, not exceeding EUR 1 500, if, in the opinion of the attending doctor, the life of the Insured is at threat. These expenses shall be agreed upon with Us or Our assisting partners in writing in advance;

1.3.13. medical transportation of the Insured from a foreign inpatient Medical Institution for further treatment in an inpatient Medical Institution in the Republic of Lithuania or in the country of the Insured's domicile, not exceeding the costs of medical transportation of the Insured to the Republic of Lithuania. These expenses shall be indemnified only if the need for specialized transportation of the Insured has been justified in writing

by the Medical Institutions that provided the First Medical Aid Abroad and has been agreed upon with Us or Our assisting partners in writing in advance;

1.3.14. a trip of one accompanying person (medical staff or another person) with the Insured to the Republic of Lithuania or the country of the Insured's domicile, and arrival to the country from which the Insured is to be transported, not exceeding the costs of economy class flight and accommodation Abroad for not more than 10 days, and not exceeding EUR 100 per day. These expenses shall be indemnified only if the need to accompany the Insured has been justified in writing by the Medical Institutions that provided the First Medical Aid Abroad and has been agreed upon with Us or Our assisting partners in writing in advance;

1.3.15. transportation of the Insured's children under the age of 16 left Abroad without adult supervision due to the Insured's Acute Illness, Injury or Death to the Republic of Lithuania or the country of their domicile, not exceeding the costs of economy class flight. These expenses shall be agreed upon with Us or Our assisting partners in writing in advance.

1.3.16. In case of Death of the Insured, costs of repatriation of his/ her remains to the Republic of Lithuania or the country of his/ her domicile, or the necessary costs of burial Abroad, or the costs of cremation Abroad and transportation of the urn to the Republic of Lithuania or the country of domicile not exceeding the costs of repatriation of his/ her remains to the Republic of Lithuania or the country of his/ her domicile. These expenses shall be agreed upon with Us or Our assisting partners in writing in advance.

1.4. We shall only indemnify the expenses if they have not been indemnified in accordance with foreign legislation governing compensation of damage caused by traffic accidents or production accidents.

1.5. We shall cover the expenses without exceeding the Sum Insured. If the total costs incurred due to the insured event exceed the Sum Insured, treatment expenses, medical transportation, repatriation of the remains shall be indemnified in the order of priority. You or the Insured shall cover any expenses in excess of the Sum Insured.

## 2. What is not Insured

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

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

2.1.2. expenses of treatment, which was the purpose of the Trip;

2.1.3. expenses of any preventive tests and diagnostics; expenses of preventive vaccination;

2.1.4. expenses incurred due to improper treatment;

2.1.5. expenses of diagnosis and treatment of Chronic and congenital Illnesses and their complications and / or exacerbations, unless, according to normal medical practice, such exacerbations of the Insured's health condition could not be expected before the Start of the Trip Abroad, and when the First Medical Aid was provided for severe pain and/ or saving life of the Insured;

2.1.6. health problems caused by a pandemic, except for First Medical Aid expenses up to EUR 1 000;

2.1.7. expenses of organ, tissue transplantation, prosthetics, dialysis;

2.1.8. expenses of treatment of a spinal, abdominal or groin hernia, a rupture of an Achilles tendon or its recurred dislocation, with the exception of the expenses of First Medical Aid to relieve acute pain, up to EUR 100;

2.1.9. expenses of pregnancy, pregnancy monitoring, childbirth, termination of pregnancy or treatment of postpartum complications, except for the cases provided for in sub-clause hereof;

2.1.10. expenses of diagnosis and / or treatment of oncological diseases;

2.1.11. expenses of treatment of AIDS or HIV and / or any related diseases or conditions, unless You or the Insured can prove that these expenses were not caused by AIDS or HIV;

2.1.12. expenses of other sexually transmitted or related diseases;

2.1.13. expenses of treating any mental or nervous illness, state of psychosis, depression;

2.1.14. allergy treatment expenses (except in cases when the allergic reaction occurred for the first time in a person's life or the First Medical Aid was provided to save the life of the Insured);

2.1.15. diagnosis and treatment of alpine disease and its complications;

2.1.16. diagnosis and treatment of illnesses for which the Insured has not received proper vaccination before going to a country where vaccination is mandatory or recommended by the Centre for Communicable Diseases and AIDS and / or the World Health Organization;

2.1.17. cosmetic, plastic or other treatment and tests relating to beauty treatments;



- 2.1.18. treatment of obesity or erectile dysfunction;
- 2.1.19. physiotherapy or kinesiotherapy;
- 2.1.20. expenses of medicines and medical devices, if the medicines and / or medical devices are used for reasons other than an insured event and / or without doctor's prescription, except for the cases provided for in sub-clause 1.3.4 hereof;
- 2.1.21. expenses of food supplements, mineral preparations, vitamins, improved nutrition, ointments, moisturizers, lotions, homeopathic preparations;
- 2.1.22. treatment in any long-term care treatment facilities (sanatoriums, resorts, rehabilitation facilities, detoxification centers, etc.);
- 2.1.23. expenses of extra comfort conditions (deluxe ward, TV, phone, air conditioning, etc.);
- 2.1.24. expenses exceeding the First Medical Aid expenses, if, in the opinion of the attending physician, health condition of the Insured allows him / her to return to the Republic of Lithuania or to the country of his / her domicile with the assistance of an accompanying person;
- 2.1.25. expenses of the Insured's inpatient treatment and/ surgeries, except for cases when any delay is not medically justified, and the surgery cannot be postponed until the moment of return to the Republic of Lithuania; expenses of medical transportation of the Insured, escort or visit, repatriation or burial services Abroad without a prior written approval of Ours or Our assisting partners;
- 2.1.26. expenses of search of the Insured or his/ her remains;
- 2.1.27. expenses of treatment in the Republic of Lithuania or in the country of domicile or citizenship of the Insured;
- 2.1.28. any expenses, if the medical travel expenses insurance certificate was issued and/ or paid after the Insured has already started the Trip. In this case, the Insurance Contract shall be invalid.

### 3. Upon Occurrence of an Event

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- 3.1. If the First Medical Aid is needed, refer to the nearest Medical Institution.
- 3.2. The Insured shall, where possible, use services of Medical Institutions that are a part of the state health care system and choose the level of treatment services that are provided to persons covered under social insurance of that country.
- 3.3. Should medical aid become necessary while in the United States of America, the Insured shall refer to Medical Institutions which We or Our assisting partners recommend.
- 3.4. We may request that the Insured, who in the opinion of doctors can be transported without a risk to his/ her life and health, is transported at Our expense for treatment to a Medical Institution which is a part of the state health care system or another Medical Institution recommended by Us or Our assisting partners.
- 3.5. If the Insured is covered under compulsory health insurance in the country of his/ her domicile, You and/ or the Insured shall notify the treating foreign inpatient treatment institution in case of the necessary treatment in the foreign inpatient treatment institution that You are covered under compulsory health insurance entitling to medical treatment services covered under compulsory health insurance, and submit a respective application for compulsory health insurance-reimbursed services.
- 3.6. If the Insured has fulfilled the above conditions, We shall indemnify only those inpatient treatment expenses that have not been reimbursed from the compulsory health insurance system, also paying the Insured a benefit of EUR 25 for each day spent in an inpatient Medical Institution, not exceeding EUR 100 for one insured event.
- 3.7. In case of outpatient treatment, when expenses do not exceed EUR 500, You can pay for the provided medical services at Your own expense. The Insured shall ask the doctor to provide him/ her with a medical statement indicating the date of onset of the illness, the symptoms, the diagnosis, the tests performed and the treatment prescribed, and the documents certifying the payment for the services. In case of an insured event, We shall indemnify the expenses when the Insured returns to the Republic of Lithuania.
- 3.8. Having returned from a Trip, the Insured shall report an event to Us no later than within 30 days and submit medical documents, invoices for medical expenses, prescriptions and other documents necessary to confirm the insured event and to determine the insurance indemnity amount.
- 3.9. In case of inpatient treatment or a surgery, or if the estimated costs of outpatient treatment exceed EUR 500, You or the Insured shall immediately notify Us or Our assisting partners thereof within 24 hours

or ask a doctor to do so. In case of an insured event, We shall pay the insurance indemnity directly to the Medical Institution.

3.10. Notify Us in writing about the Insured's hospitalization in an inpatient Medical Institution before receiving inpatient treatment services.

3.11. In case of Death of the Insured, notify Us or Our assisting partners thereof immediately, but not later than within 24 hours. We shall indemnify costs of repatriation of the body or funeral services Abroad only with a prior written approval of Ours or Our assisting partners.

3.12. Without a prior written approval of Ours or Our assisting partners, You, the Insured or the Beneficiary may not:

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

3.12.2. make a decision on accompanying or visiting the Insured;

3.12.3. use services of an inpatient Medical Institution, except for cases a delay is not medically justifiable.

## ACCIDENT INSURANCE

### 1. What is Insured

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1.1. Accident insurance shall cover Your and/ or the Insured's property interests related to the health and life of the Insured.

1.2. Sudden and unexpected events suffered by the Insured during the period of validity of insurance coverage shall be considered insured events, if they have been indicated in the insurance certificate:

1.2.1. **Death** – an indemnity in the amount of the Sum Insured shall be paid if the Insured died as a result of an accident which took place in the insurance coverage territory indicated in the Insurance Contract during the validity period of insurance coverage in no more than 1 (one) year after the Accident date:

1.2.1.1. in case of Death, We shall pay the Sum Insured for Death provided for in the Insurance Contract;

1.2.1.2. We shall pay an insurance indemnity to the Beneficiary specified in the insurance certificate, or, when there is no Beneficiary, - to successors of the Insured, in accordance with the procedure established by legal acts of the Republic of Lithuania. If there are no legal successors, or Death of the Insured was caused by intentional or other actions of the Beneficiary or successors, an insurance indemnity shall not be paid;

1.2.1.3. if an insurance indemnity has already been paid for the same Accident for disability and / or injury risks, but a basis for paying an insurance indemnity for Death of the Insured has formed within one year from the Accident date, an insurance indemnity for Death shall be reduced by the amount paid out under the risks of disability and trauma.

1.2.2. **Disability** – an insurance indemnity shall be paid when the Insured was diagnosed with Injuries listed in Annex No.1 "Disability" to these Insurance Terms and Conditions as a result of an Accident which took place in the insurance coverage territory indicated in the Insurance Contract during the validity period of insurance coverage in no more than 1 (one) year after the Accident date:

1.2.2.1. an insurance indemnity shall be calculated by multiplying the disability Sum Insured provided for in the Insurance Contract by the percentage for the respective bodily Injury suffered due to the Accident specified in Annex No. 1 "Disability" to these Insurance Terms and Conditions;

1.2.2.2. if several bodily Injuries provided for in Annex No. 1 "Disability" were suffered for the same Accident, insurance indemnities shall be aggregated, but the total insurance indemnity shall not exceed the amount of the disability Sum Insured indicated in the Insurance Contract;

1.2.2.3. if an insurance indemnity for the risk of trauma was paid for the same Accident, but the basis for paying an insurance indemnity under the risk of disability formed within one year from the Accident date, an insurance indemnity for the risk of disability shall be reduced by the amount paid according to the risk of injuries;

1.2.2.4. if the Insured was diagnosed with a disability, We shall also indemnify to the Insured costs of psychological assistance necessary for bodily Injuries suffered during an insured event and provided no later than within one year from the Accident date, not exceeding EUR 300 during the entire period of validity of the Insurance Contract. The basis for calculating an insurance indemnity shall be the invoices confirming the fact of provision of psychological assistance.

1.2.3. **Traumas** – an insurance indemnity shall be paid when the Insured has suffered in an Accident Injuries listed in Annex No. 2 “Traumas” to the Insurance Terms and Conditions:

1.2.3.1 an insurance indemnity in case of a trauma shall be calculated by multiplying the Sum Insured for trauma specified in the insurance certificate by the percentage for the respective trauma provided for in Annex No. 2 “Traumas” to the Insurance Terms and Conditions;

1.2.3.2. if several parts of the body (several organs) have been injured in the same Accident, the insurance indemnities provided for in Annex No. 2 “Traumas” shall be summed up, but the total insurance indemnity may not exceed the Sum Insured for trauma specified in the Insurance Contract;

1.2.3.3. a fracture of one bone in several places due to the same Accident shall be treated as one fracture, and an insurance indemnity shall only be paid in accordance with one clause of Annex No. 2 “Trauma”, which provides for the most serious bodily Injury;

1.2.3.4. in the case of bone fractures, an insurance indemnity shall only be paid if they have been confirmed by an X-ray, computed tomography or magnetic resonance imaging photograph. If photographs of the said tests or other documents have not been provided, an insurance indemnity shall not be paid.

1.2.3.5. if the basis for paying an indemnity for a risk of disability has formed for the same accident, an insurance indemnity for the risk of trauma shall not be paid.

## 2. What is not Insured

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

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

2.1.2. if the Insured has intentionally caused an Accident, or his/ her intentional actions contributed to the occurrence of the Accident;

2.1.3. the Insured committed or attempted to commit a suicide;

2.1.4. the Insured participated in fights and/ or initiated them, unless the Insured, through no fault or initiative of his/ her, was unexpectedly attacked and beaten. These circumstances shall be confirmed by a police statement;

2.1.5. an Accident occurred at the time of arresting the Insured or when the Insured refused to comply with lawful requirements of law enforcement officials;

2.1.6. an Accident occurred when serving a remand or imprisonment sentence, or while the Insured was under the supervision of a special educational institution;

2.1.7. the Insured was Intoxicated at the time of the Accident or immediately after it and till a medical check-up;

2.1.8. after the Accident the Insured avoided Intoxication test;

2.1.9. the Accident was caused by the Insured’s reckless driving or if the Insured was wilfully riding in a car which was driven recklessly. Reckless driving is driving in violation of Road Traffic Regulations for delinquent incentives that endanger the safety of traffic, own self or other people;

2.1.10. at the time of the event the Insured was driving a motor vehicle under intoxication or without the right to drive a vehicle of the respective category, or knowingly, or having to know, was driving a motor vehicle owned by a person who did not have the right to drive a vehicle of the respective category, or was intoxicated;

2.1.11. the Accident occurred while the Insured travelled in an air vehicle, except for the cases when the Insured travelled as a passenger for a fee on a flight operated by a licensed air carrier on a pre-established route;

2.1.12. the Accident occurred due to Chronic, congenital, degenerative or other illnesses, congenital and / or acquired physical defects, except for physical defects caused by another insured event that occurred during the validity period of the same Insurance Contract;

2.1.13. health of the Insured was impaired due to a pathological or repeated fracture, repeated rupture of ligaments, repeated dislocation (subluxation) of joints, degenerative changes in joints or degenerative problems of intervertebral discs;

2.1.14. health of the Insured was impaired due to vertebral dislocations (subluxation) due to activities of the Insured, such as weight lifting, rather than an Accident;

- 2.1.15. health of the Insured was impaired or he/ she died due to an infectious or another illness, except for the cases described in trauma insurance conditions;
- 2.1.16. health of the Insured was impaired or he / she died as a result of any surgery, treatment or other medical procedures, except for the cases when these medical actions were taken in order to treat the Insured for the health problems suffered during the insured event;
- 2.1.17. the Accident occurred due to mental reactions (state of affect), mental trauma, mental illness or other mental or consciousness disorders, chronic neurological disorders with manifestation of coordination or muscle weakness.

### 3. Upon Occurrence of an Event

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- 3.1. Take all reasonable and affordable measures to reduce the extent of the Injury;
- 3.2. refer to a Medical Institution and receive respective treatment no later than within 48 hours;
- 3.3. notify Us in writing of the Accident immediately, but not later than within 30 calendar days. If the Insured dies as a result of an Accident, notify Us thereof in writing not later than within 10 calendar days, even if the Accident was already reported;
- 3.4. provide Us with all the necessary documents and information necessary to establish the fact and circumstances of the insured event and calculate the insurance indemnity amount: a written report of the event, a certificate issued by a Medical Institution with a diagnosis; if the Accident occurred at work or on the way to / from work – a statement on an Accident at work or an Accident on the way to/ from work, and in case of the death of the Insured – a death certificate and other documents which We request.

## CIVIL LIABILITY INSURANCE

### 1. What is Insured

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- 1.1. Your and/ or the Insured's property interests related to the damage done by the Insured to a third party during his/ her Trip Abroad, which the Insured must indemnify in accordance with applicable legislation, shall be covered under civil liability insurance.
- 1.2. Damage done to a third party by the Insured's actions or omissions during the validity period of the insurance coverage, as a result of which the third party was injured, became disabled, died, or his/ her property was damaged, shall be considered insured events.
- 1.3. In order to indemnify damage, We shall 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.
- 1.4. Unless otherwise provided for in the insurance certificate, an insurance indemnity for indemnification of non-property damage and / or loss of income may not exceed 15% (fifteen percent) of the Sum Insured specified in the insurance certificate.
- 1.5. An insurance indemnity shall be calculated in accordance with the legislation applicable to Civil Liability of the Insured, but it may not exceed the lesser of the following amounts (also applicable in the cases where a case for indemnification of damage is pending in court):
  - 1.5.1. damage to a third party and reasonable expenses to reduce or prevent damage, and / or related to the assessment of Civil Liability and damage;
  - 1.5.2. the Sum Insured specified in the insurance policy.

### 2. What is not Insured

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- 2.1. We shall consider the following to be non-insured events under this risk and shall not indemnify the following losses:
  - 2.1.1. losses related to the events listed in part 1 of Section IV of the Insurance Terms and Conditions;
  - 2.1.2. damage caused by the Insured to his/ her Relatives, You, or the person travelling with You or the Insured; also damage which You caused to the Insured;
  - 2.1.3. damage caused by the Insured to his/ her own or Your property, including damage done to the property entrusted to the Insured, property managed and/or used under rent, loan-for-use, lease, storage

or another agreement (except for cases when the Insured unintentionally caused damage to devices, equipment or furniture in the hotel or in the rented apartment where the Insured stayed during the validity period of the Insurance Contract, if the damage was not caused by wear and tear of these items or their incorrect or careless use);

2.1.4. damage arising out of contractual Civil Liability or damage covered under any type of compulsory Civil Liability insurance;

2.1.5. damage related to management of a company or any other professional activities, irrespective of the legal grounds of management thereof, also damage caused by items manufactured or supplied by the Insured, or works carried out or services provided thereby;

2.1.6. damage, which is not related to direct losses suffered by a third party, including loss of income and non-property damage, except for the cases listed in clause 1.4 of this Section;

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

2.1.8. damage related to destruction, damage or loss of money, personal 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;

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

2.1.10. damage caused to property of third parties of which the Insured Person took possession with malicious intent;

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

2.1.14. damage which has arisen during hunting and/ or any other impact on wild animals caused by the Insured;

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

2.1.16. damage resulting from the use of asbestos.

2.1.17. punitive damages, multiplied damages or exemplary damages.

### 3. Upon Occurrence of an Event

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3.1. Immediately report the event to competent authorities (police, fire, medical assistance, etc.) and notify Us or Our assisting partners of the event in writing not later than within 24 hours.

3.2. Provide Us with the following documents:

3.2.1. a claim for damages of a third party;

3.2.2. a certificate issued by competent authorities stating the circumstances and consequences of the event;

3.2.3. documents confirming the fact and amount of damage caused during the event.

3.3. If the Insured fails to discharge the obligations provided for in the Insurance Contract, the Insurer shall have the right not to pay an insurance indemnity.

3.4. Not to admit own fault in whole or in part and not to satisfy claims of third parties regarding Civil Liability of the Insured during the Trip without having agreed with Us thereon.

3.5. Authorize Us, at Our request, to make statements on behalf of the Insured regarding the satisfaction or rejection of claims of third parties, including representation in court.

## BAGGAGE INSURANCE

### 1. What is Insured

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1.1. Your and/or the Insured's property interests related to delay of Baggage, Destruction, Damage or Loss of Baggage shall be covered under the baggage insurance.

1.2. The following events that took place during the validity period of insurance coverage shall be considered insured events:

1.2.1. Delay of Baggage checked-in with the carrier at the fault of the carrier;

- 1.2.2. Damage, Destruction or Loss of Baggage checked-in with the carrier at the fault of the carrier;
- 1.2.3. Damage or Damage of Baggage in a road traffic accident;
- 1.2.4. loss of Baggage due to a Burglary or a Robbery.
- 1.3. Upon the occurrence of the insured events listed in clause 1.2 hereof, We shall indemnify the following losses after deducting the Deductible (if any):
  - 1.3.1. in case of damage of Baggage – costs of repair of Baggage substantiated by documents confirming the payment for the repair;
  - 1.3.2. in case of the destruction or loss of Baggage:
    - 1.3.2.1. in case of a destruction or loss of new (not older than 1 year) items, We shall reimburse the purchase of a similar new item;
    - 1.3.2.2. an insurance indemnity for items older than 1 year shall be calculated taking into account the age of the items and the degree of depreciation, applying 10% depreciation for each calendar year;
    - 1.3.2.3. if the Insured is unable to provide documents confirming the actual value of the lost Baggage prior to the insured event, We may determine the actual value of the Baggage for which the item could have been purchased immediately before the insured event, applying 20% annual depreciation;
    - 1.3.2.4. having purchased new items during the Trip, the Insured shall provide Us with their purchase documents (purchase receipts, slips, etc.).
  - 1.3.3. The following insurance indemnity limits shall also apply when calculating an insurance indemnity in case of Loss, Destruction or Damage of travel Baggage:
    - 1.3.3.1. an indemnity for valuable items shall not exceed 25% of the Sum Insured for one item and 50% of the Sum Insured for all valuable items;
    - 1.3.3.2. an indemnity for sports equipment shall not exceed 25% of the Sum Insured;
    - 1.3.3.3. an indemnity for a baby stroller shall not exceed 50% of the Sum Insured;
    - 1.3.3.4. an indemnity for a suitcase or a travel bag shall not exceed 25% of the Sum Insured.
  - 1.3.4. The risk of loss, destruction and damage to valuable items shall only be valid in the event of a Burglary, Robbery or a traffic accident.
  - 1.3.5. The Insured shall constantly look after and protect valuable items, carry them in carry-on Baggage only, and keep them in a hotel safe. An insurance indemnity for valuable items shall only be paid if the Insured has provided Us with their purchase documents (purchase receipts, slips, etc.).
  - 1.3.6. In case of a Delay of Baggage checked in with the carrier, when Baggage is delivered to the final destination (as indicated in the travel ticket) more than 6 hours after the Insured's arrival at the destination, We shall indemnify costs of acquisition of the necessary items that the Insured cannot do without while on a Trip (clothes, hygiene items, etc.) purchased before the moment of delivery of the Baggage to the Insured, not exceeding EUR 180. An insurance indemnity shall only be paid if the Insured has submitted to the Insurer payment documents confirming these expenses (purchase receipts, slips, etc.).
  - 1.3.7. If it turns out after We have paid an insurance indemnity according to the Baggage Delay risk that the Baggage has been lost or destroyed, the insurance indemnity already paid for Baggage Delay shall be deducted from the insurance indemnity amount paid for loss or destruction of Baggage.
  - 1.3.8. If in case of Loss, Destruction, Damage or Delay of Baggage the Policyholder (the Insured) received a compensation from third parties (the carrier, the hotel, etc.), the calculated insurance indemnity shall be reduced by the compensation amount.

## 2. Non-Insured Events

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- 2.1. We shall consider the following to be non-insured events under this risk and shall not indemnify the following losses:
  - 2.1.1. losses related to the events listed in part 1 of Section IV of the Insurance Terms and Conditions;
  - 2.1.2. mechanical damage or breakage of fragile items, or damage to other Baggage items caused by such damage (breakage) (unless the damage was caused by fire or a vehicle accident);
  - 2.1.3. destruction or damage of Baggage by sharp objects, liquids, adhesives or dyes carried in the Baggage;
  - 2.1.4. damage to Baggage due to the impact of wear and tear, pests or animals;
  - 2.1.5. theft of Baggage from a car (unless the Baggage has been stolen from a locked Baggage compartment of the car parked in a guarded parking lot by a third party having forcibly opened the Baggage

compartment, damaged the car and left obvious signs of a car burglary. A guarded parking lot is a place under constant surveillance of a guard and/ or electronic means);

2.1.6. damage to sports equipment caused during its use or if it was checked in with the carrier in other than a special rigid packaging;

2.1.7. confiscation, seizure of Baggage or other actions of governmental authorities;

2.1.8. damage to Baggage done by cleaning, painting, repair works;

2.1.9. damage to Baggage done by weather or climatic conditions;

2.1.10. minor damage to Baggage items, also the surface of a suitcase or a travel bag, e.g. scratches, minor cuts, dents, depressions, dints, peeling paint, stains or other external changes that do not alter the functionality of the travel Baggage item, suitcase or travel bag;

2.1.11. damage to Baggage, which was not reported to law enforcement authorities, providers of transport or accommodation services within 24 hours, and/or not having a statement of law enforcement authorities, providers of transport or accommodation services about the reported damage;

2.1.12. damage to valuable items carried in the cargo compartment of an airplane, train, bus, ship, also items left unattended by the Insured in a car or a hotel room;

2.1.13. damage to Baggage dispatched without an air waybill or a bill of lading;

2.1.14. cases when Baggage was forgotten, lost or left unattended (even if it was stolen afterwards);

2.1.15. damage to Baggage, its loss or delay in the carriage of Baggage on an aircraft in a flight unregistered in international data systems;

2.1.16. illegal use of lost payment or mobile cards;

2.1.17. any indirect losses related to Baggage Loss, Destruction, Damage or Delay.

2.2. Unless the insurance certificate or annexes thereto expressly state otherwise, We shall not consider the following items as Baggage and shall not pay an insurance indemnity for damage to them: goods for sale; samples of goods or products; copyrighted copies; manuscripts; advertising, teaching material; letters; documents; a PC and computer hardware (except for a laptop and / or a tablet), computer software and databases, information stored on information media; souvenirs; photographs; drawings; work tools; jewellery and works of art, objects of art or other (e.g. philatelic, numismatic, etc.) collections, antiques; items of the interior; precious metals, precious stones, semi-precious stones, pearls, also articles (items) made of precious metals and coated in precious metals, precious stones, semi-precious stones or pearls; cash, banknotes, checks, payment and credit cards, money orders, travellers' checks, travel tickets, securities of all kinds, fuel cards; hunting trophies; weapons; music instruments; air, water, land vehicles and their spare parts, trailers, accessories; various types of aircraft (paragliders, hot air balloons, etc.); food, beverages, tobacco products, medicines; contact lenses, hearing aids, dentures or bridges; wheelchairs; plants and their seeds; animals; keys; diving, windsurfing, surfing, kite equipment and special clothing for these sports; smuggled or trafficked objects; items withdrawn from circulation or items in restricted circulation.

2.3. In case of Baggage Delay, We shall not indemnify the following losses:

2.3.1. expenses incurred to purchase food and beverages;

2.3.2. losses for services, rental of items, etc.;

2.3.3. if the necessary items were purchased elsewhere than at the final destination (as specified in the travel ticket);

2.3.4. if the Insured has not submitted payment documents confirming the acquisition of the necessary items;

2.3.5. in case of a Baggage delay due to a strike which started or was officially announced before the Trip;

2.3.6. if Baggage was delayed due to the cancellation of a Public Transport Trip by the Civil Aviation Administration (or an equivalent institution);

2.3.7. for any Baggage Delay after the Insured returns to the Republic of Lithuania or country of domicile of the Insured.

### 3. Upon Occurrence of an Event

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3.1. In case of Baggage Loss, Destruction or Damage, the Insured shall:

3.1.1. report the event to the carrier or law enforcement authorities immediately, but not later than within 24 hours;

3.1.2. provide Us with the following documents:

3.1.2.1. copies of travel tickets;

- 3.1.2.2. passenger boarding stubs;
- 3.1.2.3. baggage tags;
- 3.1.2.4. confirmation issued by the carrier about the Loss of Baggage and a refusal to continue searches of the Baggage, Destruction or Damage of Baggage; or a document issued by law enforcement authorities certifying the Loss, Destruction or Damage of Baggage in a road accident, a Burglary or a Robbery;
- 3.1.2.5. a list of lost property, indicating the name, age and price of items;
- 3.1.2.6. documents confirming the costs of acquisition of the lost property (if any);
- 3.1.2.7. if Baggage was damaged – payment documents confirming costs of repair of damaged Baggage;
- 3.1.2.8. if Baggage was lost or destroyed – payment documents confirming the purchase of an identical item.
- 3.1.3. If Baggage was damaged, the Insured shall present the damaged property for inspection by the Insurer.
- 3.2. In case of Baggage Delay, the Insured shall provide Us with the following documents:
  - 3.2.1. documents specified in clauses 3.1.2.1-3.1.2.3 hereof;
  - 3.2.2. a statement of Baggage Delay issued by the carrier;
  - 3.2.3. a statement about the time of delivery of Baggage issued by the carrier;
  - 3.2.4. payment documents supporting costs incurred due to Baggage Delays.
- 3.3. The specified list of documents to be submitted to the Insurer is not exhaustive. The Insurer shall have the right to request the Insured to submit additional documents confirming the fact and amount of damage.
- 3.4. In all cases, the Insured shall inform the Insurer of whether he/ she has received a compensation from third parties for the Loss, Destruction, Damage or Delay of Baggage, and what the amount of the compensation was.
- 3.5. In case of Loss, Destruction, Damage or Delay of Baggage at the fault of the carrier or the company providing accommodation services (hotel, etc.), the Insured shall file a written claim to the person guilty of the event for indemnification of damages not later than within 24 hours.

## FINANCIAL TRAVEL LOSS INSURANCE

### 1. What is Insured

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- 1.1. Your and/or the Insured's property interests incurred due to a non-departure on a planned Trip, early termination of the Trip, running late to depart on a Trip or to switch to another Public Transport Vehicle or at an Intermediate Point of Travel due to insured events specified in these Insurance Terms and Conditions shall be covered under the financial travel loss insurance.
- 1.2. We shall consider a sudden and unexpected event that occurred during the validity period of the insurance coverage and, not exceeding the financial travel loss insurance Sum Insured specified in the insurance certificate to be insured events, and We shall pay for the following:
  - 1.2.1. for **Trip cancellation** – travel and / or accommodation expenses Abroad, which were paid in advance for the Insured's Trip and which have not been indemnified by third parties (e.g. a tour operator, airlines, etc.), if the Insured does not leave for a Trip due to:
    - 1.2.1.1. an unexpected Acute Illness of the Insured, accompanying Relatives or fellow passengers, the first symptoms of which occurred after the conclusion of the Insurance Contract, or an unexpected Serious Injury after the conclusion of the Insurance Contract, due to which the Insured's Trip becomes impossible and due to which the person who fell sick on the date of departure gets inpatient treatment or has incapacity for work;
    - 1.2.1.2. a Serious Illness or a Serious Injury of Relatives of the Insured who did not plan to go on a Trip for which the person who fell sick on the date of departure gets inpatient treatment, or the Insured was issued a certificate of Incapacity for Work to care for the close Relative for a period of time of 5 days at the least;
    - 1.2.1.3. death of the Insured;
    - 1.2.1.4. unexpected Death of the Insured's Relatives or fellow passengers, if they died in the last 10 days before the scheduled Start of the Trip;
    - 1.2.1.5. loss of the Insured's passport or other documents necessary for the Trip due to a theft or a Robbery before the Trip, if obtaining these documents before the Start of the Trip is objectively impossible;



1.2.1.6. material damage done to the Insured's movable and / or immovable property in the Republic of Lithuania or loss of property before the Start of the Trip, when the damage exceeds EUR 5 000 and the Insured's participation is necessary for the investigation of this damage;

1.2.1.7. dismissal of the Insured from work or service at the initiative of the employer at no fault of the Insured, if the Insured's uninterrupted length of service is 1 (one) year at the least, and the Insured did not know and could not have known about the dismissal when concluding the Insurance Contract.

1.2.2. for **Travel interruption** – exchange of travel tickets or purchase of new ones when returning to the Republic of Lithuania in economy class by a Public Transport Vehicle of the same type; We shall also indemnify the unused part of costs of accommodation Abroad, which was paid in advance for the Insured's Trip and has not been indemnified by third parties (e.g. a tour operator, etc. .), if a started Trip had to be interrupted due to:

1.2.2.1. an Acute Illness, Serious Injury or unexpected Death of the Insured, the Insured's Relatives or a fellow passenger during the Trip;

1.2.2.2. loss of the Insured's passport or other documents necessary for the Trip due to a theft or a Robbery during the Trip;

1.2.2.3. material damage to movable and / or immovable property of the Insured in the Republic of Lithuania suffered during the Trip or loss of such property, when damage exceeds EUR 5 000, and the participation of the Insured is necessary for the investigation of this damage;

1.2.3. for **delay in departure** – not exceeding 75% of the Sum Insured of financial travel loss insurance specified in the insurance certificate, We shall indemnify the necessary and reasonable costs of exchanging or purchasing a new economy class ticket incurred in order to get to the planned destination, if the Insured is late to arrive at the place of Start of the Trip, if:

1.2.3.1. the Public Transport Vehicle which the Insured took to travel to the place of Start of the Trip is late due to bad weather conditions, natural disasters, a traffic accident, a technical failure of the Vehicle, or a crime;

1.2.3.2. a car which the Insured took to travel to the place of Start of the Trip got into an accident (provided that the road traffic accident was registered with the police or the parties involved in the accident did not call the police to the scene according to applicable legislation, but completed and signed an accident declaration, submitting it to Us afterwards) or due to a technical failure of the car.

1.2.4. for a **missed travel connection** – not exceeding 75% of the Sum Insured of financial travel loss insurance indicated in the insurance certificate, We shall indemnify the necessary and reasonable costs of exchanging the ticket or purchasing a new economy class ticket incurred in order to get to the planned Travel destination and accommodation costs at the Intermediate Point of Travel (but not longer than for 2 days and for no more than EUR 100), if the Insured is late for connection at the Intermediate Point of Travel due to:

1.2.4.1. the Public Transport Vehicle, which the Insured took to travel to the Intermediate Point of Travel, running late for bad weather conditions, natural disasters, a technical failure of the Vehicle, or a crime.

1.2.4.2. if the Insured was late to a Public Transport Vehicle at the Intermediate Point of Travel, an insurance indemnity shall be paid only if the initial Public Transport Vehicle which the Insured took to go to the Intermediate Point of Travel was late by 1 hour at the least.

## 2. What is not Insured

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

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

2.1.2. due to an Illness or Injury of the Insured, the Insured's Relatives or fellow passengers, which was suffered and known before concluding the Insurance Contract; also due to Death caused by Illness or Injury of the Insured, the Insured's relatives or fellow passengers, which occurred and were known before the conclusion of the Insurance Contract;

2.1.3. due to pregnancy, termination of pregnancy, childbirth and related complications, except when the Insured was not aware of her pregnancy before concluding the Insurance Contract;

2.1.4. the Insurance Contract was concluded and / or paid less than 10 calendar days before the start of the planned Trip. In this case, the financial travel loss insurance risk shall be considered invalid;

2.1.5. due to any intervention or requirements of the authorities;

- 2.1.6. any strikes or labour disputes that existed prior to the Trip or that were officially reported prior to the start of the insured Trip;
- 2.1.7. due to a delay caused by cancellation of a Public Transport Vehicle trip by a decision of the Port Authority or the Civil Aviation Authority (or similar authorities), if such a decision was made for reasons other than bad weather, natural disasters, a technical failure of the Vehicle which the Insured planned to take, or a crime;
- 2.1.8. Trip cancellation reasons were known before concluding the Insurance Contract;
- 2.1.9. if the loss was suffered for reasons which You, the Insured, his / her Relatives or fellow passengers could control (e.g. a suicide or attempted suicide, a committed crime, use of alcohol, drugs or toxic substances and related consequences, etc.);
- 2.1.10. for events that are not listed as insured events.

### 3. Upon Occurrence of an Event

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- 3.1. Upon an occurrence of an event, which may be declared an insured event, You and/or the Insured shall:
  - 3.1.1. provide Us with travel tickets, agreements and documents confirming the payment (e.g. receipts, bank statements, invoices, etc.) and other payment documents confirming the necessary travel and accommodation expenses;
  - 3.1.2. provide Us with documents issued by the Medical Institution confirming the fact of a health disorder or Death of the Insured, his/ her close Relatives or a fellow passenger;
  - 3.1.3. provide Us with official documents confirming the fact of damage done to property of the Insured;
  - 3.1.4. provide Us with official documents confirming the fact of abduction of the Insured's travel documents;
  - 3.1.5. provide Us with documents confirming the cancellation of a Trip of a Public Transport Vehicle, which the Insured planned to take to travel Abroad, or a delay of such a Vehicle, indicating the reason of cancellation or delay of the Trip;
  - 3.1.6. provide Us with other requested documents that are necessary to determine the circumstances of the event or the amount of loss;
  - 3.1.7. notify Us in writing immediately, but not later than within 12 (twelve) hours, about the cancellation or termination of the Trip;
  - 3.1.8. provide Us with documents confirming the decrease in the construction value of the Insured's commercial or residential premises, if the Trip was cancelled or interrupted due to the impact of fire, explosion or a natural disaster on the said premises;
  - 3.1.9. provide Us with the original employment contract or another document with marks confirming uninterrupted work or service and the grounds of dismissal, if the Trip was cancelled due to dismissal from work or service;
  - 3.1.10. provide Us with a document of law enforcement authorities about the committed criminal offense or administrative violation of laws and the victims of them, if this results in a delay in departure or loss of Travel connection;
  - 3.1.11. provide Us with a document confirming the fact of the car breakdown issued by technical assistance service or the police, if the Travel connection was lost due to the breakdown;
  - 3.1.12. provide Us with a traffic accident declaration, and, in cases prescribed by law, - police statement in case of delay in departure or loss of Travel connection due to a road traffic accident;
  - 3.1.13. apply to the carrier, the tour operator or its authorized representative as soon as possible and submit a written request for indemnification of travel expenses and compensation under legislation or contracts;
  - 3.1.14. inform Us about the amounts of money received from the tour operator and other third parties that reduce travel expenses incurred by the Insured and refund to Us the insurance indemnity which We paid.

## LEGAL AID INSURANCE

### 1. What is Insured

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- 1.1. Legal aid insurance shall cover Your and/or the Insured's property interests related to legal aid expenses incurred by You and/or the Insured if the Insured accidentally or unknowingly:
  - 1.1.1. did not comply with the norms and traditions of the country of destination;

1.1.2. violated regulations of the country where the Insurance Contract is valid and thus caused damage to a third party, his/ her health or property.

## 2. What is not Insured

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

- 2.1.1. losses related to the events listed in part 1 of Section IV of the Terms and Conditions;
- 2.1.2. when legal aid was provided for the following:
  - 2.1.2.1. cases provided for in part 1 of Section IV of the Terms and Conditions hereof;
  - 2.1.2.2. 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;
  - 2.1.2.3. a criminal act committed by the Insured;
  - 2.1.2.4. a default on legal employment or contractual obligations;
- 2.1.3. when the event for which legal aid was provided occurred before the start of the validity of the Insurance Contract.
- 2.1.4. An insurance indemnity shall not be paid if the Insured has not submitted the following documents:
  - 2.1.4.1. a copy of the claim filed against the Insured;
  - 2.1.4.2. an agreement with an attorney-at-law (a copy thereof) indicating why legal aid was provided;
  - 2.1.4.3. a document certifying the payment for the provided legal services.

## 3. Upon Occurrence of an Event

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- 3.1. Upon occurrence of an event which may be recognized an insured event, You and / or the Insured shall:
  - 3.1.1. take all reasonable and available measures to reduce the loss amount;
  - 3.1.2. not later than within 30 (thirty) days (except for cases when this cannot be done for justified reasons) notify Us in writing about the event, completing Our questionnaire correctly and in detail, providing Us with detailed information about all circumstances of the event known to You and/ or the Insured, providing a copy of the claim filed against the Insured, a copy of the agreement with an attorney-at-law indicating why legal aid was provided, documents confirming payment for the provided legal services and other documents requested by Us, and comply with Our other requirements.

## TRAVEL DOCUMENT INSURANCE

### 1. What is Insured

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1.1. Travel document insurance shall cover Your and/or the Insured's property interests in relation to the losses incurred by You and/or the Insured Person due to a loss of cash or bank payment cards of the Insured, and/or travel documents (a passport, identity card, driving license, vehicle registration certificate) without which the Insured cannot continue his/ her Trip and/ or go back to the country of his/ her domicile due to the following sudden and unexpected insured events:

- 1.1.1. a criminal act of third parties (theft from secured premises or a locked hotel safe);
- 1.1.2. loss;
- 1.1.3. a traffic accident of the vehicle, which the Insured used for travelling;
- 1.1.4. fire; explosion; natural disasters.
- 1.2. We shall indemnify the following expenses in case of an insured event:
  - 1.2.1. costs of phone calls in relation to urgent sending or transfer of money, not exceeding EUR 30;
  - 1.2.2. a fee for urgent sending or transfer of money, not exceeding EUR 80;
  - 1.2.3. expenses of travelling to the nearest official place of issue of travel documents, not exceeding EUR 100;
  - 1.2.4. hotel accommodation expenses till the date of receipt of travel documents, not exceeding EUR 150;
  - 1.2.5. costs of production of travel documents, not exceeding EUR 100.

### 2. What is not Insured

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

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

2.1.2. when money or bank payment cards and/ or travel documents were left unattended by the Insured in a vehicle, unprotected premises or a hotel placed elsewhere than in a locked safe, or were carried in the cargo compartment of an aircraft, train, bus, ship, or were given to third parties;

2.1.3. if the loss of money or bank payment cards and / or travel documents was not reported to local law enforcement authorities within 24 (twenty-four) hours and/ or a written confirmation of this fact was not received from them.

### 3. Upon Occurrence of an Event

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3.1. In case of an event that may be declared an insured event, You and / or the Insured shall:

3.1.1. take all reasonable and available measures to reduce losses;

3.1.2. not later than within 30 (thirty) days (except in cases when this cannot be done for justified reasons) notify Us in writing about the event, completing Our questionnaire correctly and in detail, providing Us with detailed information about all circumstances of the event known to You and/ or the Insured, providing a copy of the claim filed against the Insured, a copy of the agreement with an attorney-at-law indicating why legal aid was provided, documents confirming payment for the provided legal services and other documents requested by Us, and comply with Our other requirements;

3.1.3. inform the law enforcement authorities about the event immediately, but not later than within 24 hours, and request in writing to issue documents confirming the fact, circumstances and consequences of the event.

## III. PROCEDURE OF PAYMENT OF INSURANCE INDEMNITIES

### 1. Upon Occurrence of an Insured Event

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1.1. You and/ or the Insured shall do the following in case of an insured event:

1.1.1. take all reasonable and available measures in an effort to reduce the loss amount.

1.1.2. immediately report to competent authorities (a theft, robbery or car accident – to the police, a fire – to the fire safety service, a communication accident – to First service, an explosion – to police and First service, etc.). Request to issue a document confirming the above facts;

1.1.3. make every effort to clear up circumstances of the event, provide Us or Our assisting partners with an opportunity to inspect the scene, to conduct an investigation and to interrogate witnesses, and to perform other damage administration actions; to receive and provide Us with all Our requested data, documents and information in order to determine whether the event is an insured event, the cause of the loss, to assess the amount of the loss and to pay an insurance indemnity;

1.1.4. report to Us an event, which may be declared an insured event not later than within 30 (thirty) days from the date of the insured event, except for the exceptions provided for in the Insurance Terms and Conditions, providing Us with detailed and comprehensive information about it. Confirm the event in writing at Our request, within 3 (three) business days, completing Our questionnaire correctly and in detail and following Our other instructions;

1.1.5. provide all information and documents specified in these Insurance Terms and Conditions to Us 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](http://www.balcia.lt). In case of death or hospitalization in an inpatient Medical Institution, when notifying in writing is impossible, the Insured shall immediately inform Us by calling **19001** or +370 5 2119 119 if calling from Abroad, and within 30 (thirty) calendar days, if We have not sent a notice of the insured event for completing before;

1.1.6. take other actions provided for in the description of the Insurance Risk of Your choice in these Insurance Terms and Conditions.

### 2. Determining damage

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2.1. Having received initial information, We shall start an investigation of an event which may be recognised 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.

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

### 3. Paying Insurance Indemnities

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3.1. 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.

3.2. In case of an insured event, if determining and approving 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.

3.3. If an insurance indemnity under the accident insurance is paid in instalments, its second and third instalment shall be paid within 30 (thirty) days from the date of receipt of medical documents confirming the effectiveness of the Insured's rehabilitation and other relevant information about the Insured's health condition, but not earlier than after 2 (two) and 3 (three) years, respectively, from the date of the insured event.

3.4. If We are late to pay an insurance indemnity through Our own fault, We shall pay annual interest of 3 (three) percent on the insurance indemnity amount or a part thereof which was paid late.

3.5. Having determined in case of an insured event that the respective property interests of the Insured have been covered under more than one loss insurance contract (e.g. in more than one insurance company), an insurance indemnity payable under the Insurance Contract shall be reduced in proportion to

the ratio of Sums Insured under such insurance contracts. The amount of insurance indemnities under all insurance contracts may not exceed the loss incurred by the Insured and the insurance value.

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

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

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### 1. General Non-Insured events

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

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

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

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

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

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

1.1.6. when damage is caused by an order or decision of state authorities (confiscation, seizure, destruction, expropriation, detention, etc.);

1.1.7. events that occurred as a result of a failure of the Insured to comply with lawful instructions of law enforcement or other authorised officers;

1.1.8. occurring due to force majeure circumstances provided for in legal acts of the Republic of Lithuania;

1.1.9. events that are a consequence of Intoxication, including cases when the Insured was Intoxicated after an event which may be declared an insured event, or the moment of occurrence of the damage till a medical check-up, or avoided Intoxication tests;

1.20. when losses were suffered while the Insured was engaged in one of the following activities or as a consequence of these activities:

1.20.1. any official sports competitions or trainings;

1.20.2. various types of martial arts, combat and contact sports, including boxing, wrestling, karate, judo, etc.; bodybuilding and weightlifting;

1.20.3. participation in and preparation for participation in land, water and air vehicle races or other competitions; participation in vehicle trials and tests;

1.20.4. motorcycling, jet skiing, snowmobiling, quad biking or light quad biking, and mountain biking;

1.20.5. piloting an aircraft, parachuting, gliding, paragliding, hang gliding, ballooning or piloting amateur, recreational or ultralight aircrafts; bungee jumping;

1.20.6. any overcoming of thresholds of mountain rivers and other barriers (kayaking, catamaraning, river trekking, riverboarding, rafting, canyoning, river surfing, etc.);

1.20.7. power kiting (kitesurfing, kiteboarding, streetsurfing, snowkiting, landboarding, etc.);

1.20.8. surfing, windsurfing, any sailing;

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

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

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

- 2.1.1. 50 %, if You, the Insured or the Beneficiary have failed to report the insured event to competent establishments, institutions, Our assisting partners or, in case of Baggage insurance – to the carrier or the administration of the place of accommodation as well, in a timely manner;
- 2.1.2. 50 %, if You, the Insured or the Beneficiary have deliberately failed to comply with all or a part of obligations or Our legally justified requirements;
- 2.1.3. If You, the Insured or the Beneficiary have received full or partial compensation from the person responsible for damage, the indemnity amount shall be reduced by the amount received from the responsible person.

### **2.2. In case of an insured event, We shall be entitled to refuse to pay an insurance indemnity if:**

- 2.2.1. when concluding the Insurance Contract, You provided Us with false information on the insured object and circumstances that have a material impact on the assessment of the Insurance Risk and/ or the amount of a possible damage;
- 2.2.2. You, the Insured or the Beneficiary have failed to report to Us the suffered insured event in a timely manner, and therefore We or Our assisting partners are unable to determine the exact amount of the expenses incurred;
- 2.2.3. the incurred expenses were a consequence of a non-insured event;

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

2.2.5. the payment of an insurance indemnity would violate trade, economic or other sanctions or embargoes as well as other national or international legal acts regulating Our activities;

2.2.6. You, the Insured or the Beneficiary have defaulted on duties indicated in the Insurance Terms and Conditions intentionally or through Gross Negligence;

2.2.7. The Insurance Contract or relevant legal acts lay down other conditions for refusing to pay an insurance indemnity.

2.3. 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 lesser 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.

## V. GENERAL CONDITIONS

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### 1. Insurance Contract

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#### 1.1. Concluding an Insurance Contract

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

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

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

1.1.3.1. information about You and the persons You wish to insure;

1.1.3.2. Travel duration and the insurance period;

1.1.3.3. the country of destination and the itinerary;

1.1.3.4. the purpose of the Trip (going to do physical work, sports, engaging in high-risk leisure activities, etc.);

1.1.3.5. other information that may affect the determination of the extent of the Insurance Risk (e.g. information on the health condition of the person to be insured, his/ her disability, etc.).

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

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

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

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

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

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

#### 1.2. Validity of the Insurance Contract



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

1.2.2. Insurance coverage, i.e. Our obligation to pay an insurance indemnity in case of an insured event, shall start on the date and hour specified in the insurance certificate, but not earlier than the payment of the insurance premium or the crossing of the state border of the Republic of Lithuania, except for financial travel loss insurance. The financial travel loss insurance shall take effect on the date of conclusion of the Insurance Contract, but only after the insurance premium has been paid.

1.2.3. Insurance coverage shall only be valid for events that happen in the insurance territory specified in the insurance certificate, except for the Republic of Lithuania and the country of citizenship or domicile of the Insured. If You select financial travel loss insurance, the insurance territory shall also cover the Republic of Lithuania.

1.2.4. In cases where entry into force of insurance coverage is associated with paying the insurance premium or the first instalment thereof, insurance coverage shall take effect after the insurance premium or the first instalment thereof has been credited to Our bank account.

1.2.5. Having concluded a multiple travel Insurance Contract, when it is specified in the insurance certificate, insurance coverage shall be during short-term (with one Trip lasting up to 21 days) Trips Abroad, while the number of Trips Abroad shall be unlimited.

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

### **1.3. Expiry of the Insurance Contract**

1.3.1. The Insurance Contract shall terminate:

1.3.1.1. upon the expiry of the Insurance Contract;

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

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

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

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

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

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

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

1.3.1.7. on other grounds established by laws.

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

## **2. Change in the Insurance Risk**

2.1. Change in the Insurance Risk include circumstances that are important to Us after the conclusion of the Insurance Contract:

2.1.1. Travel conditions (e.g. change in the number of Insured Persons, purpose of travel, nature of activity);

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

2.1.3. the risk of the Insured changes (for example, the Insured becomes disabled, falls sick with an incurable or mental illness, is declared incapacitated by a court, or is outside of Lithuania at the time of conclusion of the Insurance Contract).

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

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

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

### 3. Your Rights and Duties

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#### **3.1. You shall be entitled to:**

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

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

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

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

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

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

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

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

#### **3.2. You shall be obliged to:**

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

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

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

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

3.2.5. pay an insurance premium within the time limits set in the insurance certificate;

3.2.6. notify Us of a change in contact details (address, phone number, e-mail address) in writing not later than within 3 business days;

3.2.7. cooperate with Us in Our pursuit to exercise Our right of recourse against the person responsible for the insured event.

### 4. Rights and Duties of the Beneficiary

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

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

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

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

### **5. Our Rights and Duties**

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

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

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

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

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

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

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

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

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

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

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

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

## 7. Other Conditions

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

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

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

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

7.4.1. by post;

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

7.4.3. by other means that we agree on.

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

## Annex No. 1

Table No. 1. Disability

No.	Consequences of the Insured Event	Insurance indemnity (% of the Sum Insured)
<b>1.</b>	<b>Head</b>	
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 <sup>2</sup>	45
1.8.	Removal of cranial bone, the area smaller than 2 cm <sup>2</sup>	8
1.9.	Removal of the lower jaw	100
1.10.	Partial removal of the lower jaw	45
<b>2.</b>	<b>Upper limbs</b>	
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
<b>3.</b>	<b>Lower extremities</b>	
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)
<b>1.</b>	<b>Skull</b>	
1.1.	Fracture of vault bones	10
1.2.	Fracture of the base of the skull	20
<b>2.</b>	<b>Facial bones</b>	
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
<b>3.</b>	<b>Teeth</b>	
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
<b>Note.</b> The Insurance Indemnity shall not be paid for teeth affected by paradontosis, milk teeth or teeth hurt during an event.		
<b>4.</b>	<b>Ribs and breast bones</b>	
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
<b>Notes.</b> 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.		
<b>5.</b>	<b>Spine</b>	
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
<b>6.</b>	<b>Arm</b>	
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 %
<b>7.</b>	<b>Pelvic bones</b>	
7.1.	Fracture of iliac bone, pubic bone, ischiadic bone (a single bone)	5 for each bone fracture
7.2.	Fracture of acetabulum	10
<b>8.</b>	<b>Leg</b>	
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	

8.7.	Fractures of metatarsal bones and of the big toe	3 for each bone fracture
<b>9.</b>	<b>Hearing organs</b>	
9.1.	Loss of 1/3 to 1/2 of pinna	10
9.2.	Loss of more than 1/2 of pinna	20
<b>Note.</b> The consequences of pinna injuries shall be assessed after the end of healing, at least 1 month after the trauma		
<b>10.</b>	<b>Gastrointestinal organs</b>	
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
<b>11.</b>	<b>Urogenital system</b>	
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
<b>12.</b>	<b>Nose</b>	
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