



APPROVED
by resolution of the Board,
UAB DK PZU Lietuva
No. 1 of 17 January 2008
In effect since 1 February 2008

TRAVEL FINANCIAL LOSS INSURANCE TERMS AND CONDITIONS No. 061

I. GENERAL TERMS AND CONDITIONS OF INSURANCE CONTRACT

1. TERMS AND DEFINITIONS

In any insurance contract, the terms set forth below shall have the meanings set forth opposite to such terms:

1.1. **Insured person** shall mean:

for the purposes of health insurance – a natural person specified in the insurance contract, to whom the Insurer shall pay the Benefit in case of occurrence of the Event Insured affecting such person's life;

for the purposes of civil liability insurance – a person specified in the insurance contract that covers insurance of such person's property interests related to civil liability;

for the purposes of property insurance – a person specified in the insurance contract that covers insurance of such person's property interests.

The Insured Person shall be the Insured that unless the insurance contract states otherwise.

1.2 **Insured** shall mean the person that has approached the Insurer for the conclusion of the insurance contract, or that was offered conclusion of insurance contract by the Insurer, or that has entered into insurance contract with the Insurer.

1.3. **Insurer** shall mean UAB DK PZU Lietuva.

1.4. **Event Insured** shall mean an event specified in the insurance contract in case of occurrence of which the Insurer shall be liable for payment of the Benefit.

1.5. **Coverage** shall mean the Insurer's liability to pay the Benefit in case of occurrence of the Event Insured.

1.6. **Insurance Premium** shall mean the amount of money specified in the insurance contract and payable by the Insured to the Insurer for the Coverage on the terms and conditions of the insurance contract.

1.7. **Insurance Interest** shall mean the potential amount of loss that may be incurred by the Insured, the Insured Person or the Beneficiary in case of occurrence of the Event Insured.

1.8. **Benefit** shall mean an amount of money that the Insurer is liable to pay, in case of occurrence of the Event Insured, to the Insured or another person entitled to the Benefit or in any other form of payment stipulated in the insurance contract.

1.9. **Insurance Period** shall mean the period from the commencement till the end of the Coverage, which shall not necessarily coincide with the term of the insurance contract. Unless the insurance contract states otherwise, it shall be understood that the validity of the Coverage shall be limited to the Insurance Period.

1.10. **Insurance Term** shall mean the term of validity of the insurance contract as specified in the Insurance Policy where the parties duly and timely fulfil their respective contractual obligations.

1.11. **Fixed-Term Insurance Contract** shall mean an insurance contract the term of validity of which has been set in the insurance contract. Unless the insurance contract states otherwise, it shall be deemed that the contract is the Fixed-Term Insurance Contract.

1.12. **Continuous Insurance Contract** shall mean an insurance contract which, by agreement of the Insured and the Insurer, shall have the term stipulated therein and shall be automatically renewed for another term, however, not longer than one year, provided that neither of the parties gives the other party a 1 (one) month written notice of termination. An insurance contract shall be deemed to be the Continuous Insurance Contract if the Insurance Policy states so.

1.13. **Insurance Policy** shall mean a document issued by the Insurer evidencing the conclusion of the insurance contract.

1.14. **Subject of Insurance** shall mean the property interests related to person's life, health, property or civil liability which are being insured.

1.15. **Risk Insured** shall mean a probable threat to the Subject of Insurance.

1.16. **Sum Insured** shall mean an amount of money specified in the insurance contract equal to the maximum Benefit payable under the insurance contract.

1.17. **Insurance Contract** shall mean a written agreement between the Insurer and the Insured concluded on the basis of the rules governing the relevant type of insurance. Under the insurance contract the Insurer shall undertake to pay the Premium as specified therein and the Insured shall undertake to pay the Benefit in case of occurrence of the Event Insured. The Insurance Contract shall consist of:

- the Insurance Policy including any annexes specified therein;
- the Insurance Rules and/or other terms and conditions of the Insurance Contract on which the Insured and the Insurer agree in writing (individual terms and conditions of the Insurance Contract); and
- any written information about the risks being insured as requested by the Insurer at the time of entering into the Insurance Contract and presented by the Insured, including the application for the Insurance Contract.

1.18. **Insurance Rules** shall mean standard terms and conditions of the Insurance Contract consisting of the:

- General Terms and Conditions of the Insurance Contract;
- Terms and Conditions of Insurance;
- Additional Terms and Conditions of the Insurance Contract.

The Insurance Policy shall state which of the Terms and Conditions of the Insurance Contract and the Additional Terms and Conditions of the Insurance Contract shall apply to the Insurance Contract.

1.19. **Value Insured** shall mean the value of the property/risk being insured.

1.20. **Franchise** shall mean a value expressed in fixed monetary terms or percentage or set in the Insurance Contract otherwise, by which the Benefit shall be reduced.

1.21. **Unconditional Franchise** shall mean the amount by which the Insurer shall reduce the Benefit payable in case of any Event Insured. Unless the Insurance Contract states otherwise, it shall be deemed that the Franchise is the Unconditional Franchise.

1.22. **Conditional Franchise** shall mean a share of the loss expressed in monetary terms, which shall be fully covered by the Insured if the loss incurred does not exceed the amount of the Franchise. Where the loss exceeds the amount of the Franchise, the Benefit shall be payable without deducting the Franchise.

1.23. **Beneficiary** shall mean the person specified in the Insurance Contract or a person appointed by the Insured (or by the Insured Person in the cases specified in the Insurance Contract) or another person entitled to the Benefit.

1.24. **Irrevocable Beneficiary** shall mean a beneficiary that may not be recalled or replaced on a unilateral basis, i. e. without the Beneficiary's consent, by the Insured (or by the Insured Person in the cases specified in the Insurance Contract).

1.25. **Non-Insured Event** shall mean an event specified in the Insurance Contract and/or the laws in case of occurrence of which the Insurer shall not be liable for payment of the Benefit.

1.26. **Suffered Third Party** – for the purposes of civil liability insurance, shall mean the person upon which damage has been inflicted by the Insured or the Insured Person.

1.27. **Safety Requirements** shall mean the duty to comply with the requirements set in the Insurance Contract, established in legal acts, or otherwise set in writing and designed for the protection against damage or for limiting the opportunity for occurrence of damage.

1.28. **Subrogation** shall mean the Insurer's right to recover the amounts paid from the person guilty for the damage (right of regress).

2. PRE-CONTRACTUAL DUTIES OF THE PARTIES AND PROCEDURE FOR ENTERING INTO THE INSURANCE CONTRACT

2.1. Duty to disclose information

2.1.1. Prior to entering into the Insurance Contract, the Insured shall, where required by the terms and conditions of insurance or requested by the Insurer or representative thereof, submit a written application for the conclusion of the Insurance Contract and/or other documents and shall furnish the Insurer with any known information about the circumstances that can have material effect upon the assessment of the Risk Insured and the size of potential losses (“the material circumstances”).

2.1.2. The material circumstances of which the Insured must notify the Insurer or a representative thereof shall be the circumstances specified in the terms and conditions of the Insurance Contract (including the Insurance Policy and the Insurance Rules) and the written application filed by the Insured as well as any circumstances about which the Insurer has requested to be informed in writing.

2.1.3. The Insured shall notify the Insurer about any insurance contracts under which the Subject of Insurance has been insured against the same risks.

2.1.4. The Insured and/or the Insured Person shall be liable for the completeness and accuracy of the information provided to the Insurer or the representative thereof.

2.1.5. The Insured and the Insured Person shall immediately correct any errors in the information provided and provide any missing information in writing during the term of validity of the Insurance Contract.

2.1.6. Should it be established, upon conclusion of the Insurance Contract, that the Insured and/or the Insured Person has furnished the Insurer or the representative thereof with knowingly untrue information about the material circumstances, the Insurer shall have the right to demand that the Insurance Contract is recognised as invalid except for the cases where such concealed circumstances ceased to exist prior to the Event Insured or had no effect upon the Event Insured.

2.1.7. Should the Insured or the Insured Person fail to provide information on the material circumstances through negligence, the Insurer shall propose amendments to the Insurance Contract within two months from the date on which the Insurer learned about the circumstances. In case if the Insured refuses to do so or fails to respond to the Insurer's proposal within one month, the Insurer shall be entitled to demand termination of the Insurance Contract.

2.1.8. Should the Insured or the Insured Person fail to provide information on the material circumstances through negligence, in case of occurrence of the Event Insured the Insurer shall pay a share of the Benefit, which would be payable to the Insured had the Insured fulfilled his duty, in proportion to the ratio between the amount of the agreed Benefit and the amount of the Benefit that would have been paid had the information that was not provided been known.

2.1.9. In case if no insurance contract would have been concluded by the Insurer had he known the circumstances which the Insured has failed to notify through negligence, the Insurer shall have the right to request, within two months from learning about the failure to provide the information by the Insured through negligence, termination of the Insurance Contract. In case of occurrence of the Event Insured the Insurer shall have the right to refuse to pay the benefit only if the Insurer proves that no insurer, knowing the circumstances that the Insured had failed to notify through negligence, would have entered into the insurance contract.

2.2. The Insurer's right to assess the Risk Insured

Prior to entering into the Insurance Contract, the Insurer shall have the right but not the duty to inspect/assess the risk being insured and, where necessary, appoint experts for such assessment at his own cost. Any assessments made by the Insurer, any written reports and opinions expressed orally or in writing shall be deemed to be just a risk assessment and may not be used by the Insured as a proof that the Subject of Insurance is safe, does not pose threat to the environment, and is compliant with the laws and regulations, engineering and industrial standards and/or other requirements.

2.3. Entering into the Insurance Contract based on standard or individual terms and conditions

2.3.1. The Insurance Contract may be concluded either on the basis of the Insurance Rules, which are deemed to be standard insurance terms and conditions and which have been published in the website of the insurance company www.pzu.lt, or on the basis of agreed written individual insurance terms and conditions.

2.3.2. In case of discrepancies between the Insurance Rules and the individual insurance terms and conditions stipulated in the Insurance Contract, the individual terms and conditions shall prevail.

2.4. Duty of the Insured to inform the Beneficiary, the Insured Person or Third Parties

The Insured shall duly inform the Beneficiary, the Insured Person or the Suffered Third Party about the conclusion of the Insurance Contract and the duties of the aforesaid persons.

For the purposes of the exercise of rights under the Insurance Contract, the Insurer shall rely on the failure of the Insured to fulfil his duty as defined in this Sub-Clause 2.4.

3. VALIDITY OF THE INSURANCE CONTRACT. COMMENCEMENT OF THE COVERAGE. TERMINATION OF THE INSURANCE CONTRACT

3.1. Coming into effect of the Insurance Contract

3.1.1. The Insurance Contract shall be concluded for a period agreed by the parties and specified in the Insurance Policy. The Insurance Contract shall come into effect on 00.00 (Lithuanian time) on the date specified in the Insurance Policy unless another time is specified therein, however, not earlier than the full agreed Premium or the first instalment is paid unless a grace period has been stipulated in the Insurance Contract for the payment of the Premium or the first instalment thereof.

3.1.2. The Insurance Contract may be the Fixed-Term Insurance Contract or the Continuous Insurance Contract. Unless the Insurance Contract states otherwise, it shall be deemed that the Insurance Contract is the Fixed-Term Insurance Contract.

3.1.3. The Insurance Coverage shall apply to all the Events Insured occurring after the coming into effect of the Insurance Contract. If the Insurance Contract stipulates that the Coverage applies also to the Events Insured occurring prior to the Insurance Contract's coming into effect, such provision shall be valid in case if the parties to the Insurance Contract did not know about the Event Insured that had occurred prior to the coming into effect of the Insurance Contract.

3.2. Expiry and Termination of the Insurance Contract.

3.2.1. The Term of the Insurance Contract shall expire at 24.00 (Lithuanian time) on the date specified in the Insurance Policy unless another time is specified therein.

3.2.2. The Insurance Contract shall be subject to early termination in the following cases:

- a) the Insurer has paid all the Benefits under the Insurance Contract;
- b) the Insured (a legal person) is under liquidation and no assignee exists;
- c) the owner of the insured property has changed except for cases where the parties to the Insurance Contract and the new property owner agree otherwise in writing or where the Insured becomes the new owner (for example, the Insured buys the property on lease basis or another basis);
- d) other grounds for the termination of contracts and/or liabilities established in the laws or the Insurance Contract exist.

3.2.3. The Insured may terminate the Insurance Contract by giving the Insurer a 30 days' written notice.

3.2.4. The Insurer may terminate the Insurance Contract by giving the Insured a 7 calendar days' written notice in the following cases:

- a) the Insured or the Insured Person has failed to comply with the Safety Requirements and/or to eliminate the deficiencies indicated by the Insurer prior to or upon entering into the Insurance Contract, which shall be deemed to be a material breach of the Insurance Contract;
- b) the Insured or the Insured Person has inflicted the damage wilfully;

c) the Insured or the Insured Person has furnished the Insured, after the occurrence of the Event Insured, with untrue or incomplete information in a fraudulent manner, the information being important for the assessment of the size of the Benefit, or has attempted to receive the Benefit by unlawful methods.

3.2.5. The Insurer shall have the right to demand termination of the Insurance Contract if the Insured fails to notify the Insurer of the increased insured risk or to file a claim to court for the termination of the Insurance Contract if the Insured does not agree to amend the terms and conditions of the Insurance Contract (see also Sub-Clause 6.2 of these General Terms and Conditions).

3.2.6. The Insurance Contract shall be subject to early termination if, after the coming into effect of the Insurance Contract, the possibilities of occurrence of the Event Insured have disappeared or if the risk insured has disappeared due to circumstances not related to the Event Insured.

3.2.7. The Insurer's right to terminate the Insurance Contract in case of non-payment of the Premiums by the Insured has been defined in Sub-Clauses 5.3 – 5.6 of these General Terms and Conditions).

3.2.8. The Insurance Contract shall also be subject to termination in other cases established in legal acts or the Insurance Contract following the procedure set out therein.

3.3. Settlement upon termination of the Insurance Contract

3.3.1. In case of early termination/expiration of the Insurance Contract the Insurer shall always have the right to claim part of the Premium for the period during which the Insurance Contract was in force.

3.3.2. The remaining part of the Premium shall not be refundable if the Insurance Contract is terminated under Item 3.2.4 of these General Terms and Conditions.

3.3.3. In case of termination of the Insurance Contract by the Insured, the Insurer shall deduct from the refundable part of the Premium:

- a) the expenses for the conclusion and execution of the Insurance Contract (30% of the Premium for the Insurance Term unused);
- b) the Benefits paid / to be paid under the Insurance Contract;
- c) any Premiums not paid and other amounts receivable.

3.3.4. The Insurer shall repay to the Insured the Premium paid for the remaining part of the Insurance Contract if the Insurance Contract is terminated because the possibilities of occurrence of the Event Insured have disappeared or if the risk insured has disappeared due to circumstances not related to the Event Insured (the Subject of Insurance was lost/perished for reasons not related to the Event Insured etc.).

4. SUM INSURED

4.1. The Sum Insured for the Property Interests and the amount of the Benefit that the Insurer undertakes to pay shall be established by agreement of the parties or under the law.

4.2. Partial insurance

4.2.1. Should the set Sum Insured be smaller than the Value Insured then in case of occurrence of the Event Insured the Insurer shall indemnify the Insured (the Beneficiary) the part of the losses proportionate to the ratio between the Sum Insured and the Value Insured.

4.2.2. The Insurance Contract may stipulate a larger Benefit, however, the Benefit may not be larger than the Value Insured.

4.3. Insurance in excess of the Value Insured and legal consequences thereof

4.3.1. The Sum Insured may not exceed the fair value of the property being insured or the property risk (the Value Insured).

4.3.2. Should the Sum Insured as specified in the Insurance Contract exceeds the Value Insured, the Insurance Contract shall be ineffective in respect of the share of the Sum Insured in excess of the Value Insured. The Insurer's liability shall be limited to the indemnification for losses. However, any amount of the Benefit paid in excess of the Value Insured shall not be recovered.

4.3.3. In case if the Sum Insured has been increased by fraudulent actions of the Insured, the Insurer shall have the right to claim invalidation of the Insurance Contract is invalid and indemnification for the losses to the extent to which they are not covered by the Insurance Premium paid.

4.3.4. Item 4.3.2 above shall also apply in cases where the Sum Insured exceeds the Value Insured with the same Subject of Insurance being insured under several insurance contracts concluded with different insurance companies. In such a case the benefit payable by each insurance company shall be reduced in proportion to the reduction of the sum insured under the relevant insurance contract.

4.4. Additional insurance

Where only part of the value of property or risk has been insured, the Insured (Beneficiary) shall have the right to take out additional insurance on them by entering into an additional insurance contract with the same or another insurance company. However, the total sum insured under all the insurance contracts may not exceed the Value Insured.

5. INSURANCE PREMIUM AND PAYMENT THEREOF

5.1. The amount of the Premium shall be computed by the Insurer taking account of the information presented by the Insured, the Subject of Insurance, the Sum Insured, the Risk Insured, other terms and conditions stipulated in the Insurance Contract based on the methodology for the computation of premiums and other important information.

5.2. The Premium shall be paid within the time limit specified in the Insurance Policy. The Premium shall be deemed to be paid after it is credited to the Insurer's bank account or received by the Insurer in cash.

5.3. In case of failure of the Insured to pay the Premium or part thereof at the agreed time, the Insurer shall have the right to charge penalty at the rate of 0.02% on the outstanding amount for each delayed day.

5.4. In case of failure of the Insured to pay the Premium or part thereof at the time stipulated in the Insurance Contract (except for cases where the coming into effect of the Insurance Contract is dependent upon the payment of the Premium or part thereof), the Insurer shall give the Insured a written notice stating that, should the Insured fail to pay the Premium or part thereof within 15 days from the date of receipt of the notice, the Coverage will be suspended and shall be renewed only after payment of the amount due.

5.5. In case if the Event Insured occurs during the period of suspension of the Coverage, the Insurer shall not be liable for payment of the Benefit.

5.6. Should the suspension last for longer than 3 months, the Insurer shall have the right to terminate the Insurance Contract on a unilateral basis. In such a case the Insurer shall have the right to claim the Premiums outstanding as of the date of suspension. The Insurer shall not be obliged to give a separate notice of unilateral termination.

5.7. Where the coming into effect of the Insurance Contract is dependent upon the payment of the Premium or part thereof, no notice of failure to pay shall be sent. In case of failure to pay the Premium or part thereof the Insurance Contract shall cease on the due date.

6. INCREASE OR DECREASE IN THE RISK INSURED

6.1. The Insured and/or the Insured Person shall immediately but not later than within 7 calendar days notify the Insurer in writing of any change in the material circumstances that have been identified at the time of entry into the Insurance Contract or specified in the Insurance Policy or other documents forming part of the Insurance Contract which increase or may increase the Risk Insured and which were not known to the Insurer at the time of entry into the Insurance Contract.

6.2. Having received the notice of the increase in the Risk Insured the Insurer shall have the right to demand that the terms of the Insurance Contract are amended or the amount of the Premium is increased. Should the Insured refuse to amend the terms of the Insurance Contract or to pay a larger Premium, the Insurer may file a claim to court for the amendments to or termination of the Insurance Contract.

6.3. Should the Insured and/or the Insured Person fail to perform his duty to notify the Insurer of the Increased Risk, the Insurer shall be entitled to termination of the Insurance Contract and to indemnification for losses to the extent to which they are not covered by the Premiums received.

6.4. In case of decrease in the Risk Insured the Insured shall have the right to demand that the terms of the Insurance Contract are amended or the amount of the Premium is reduced. Should the Insurer refuse to amend the terms of the Insurance Contract or to reduce the Premium, the Insured may file a claim to court for the amendments to or termination of the Insurance Contract.

7. COMPLIANCE WITH SAFETY REQUIREMENTS

7.1. The Insured and/or the Insured Person shall comply with the Safety Requirements stipulated in the Insurance Contract and established in legal acts.

7.2. The Insured shall grant free access to the insured property for the Insurer or a person authorised by the Insurer in order to determine whether the Insured complies with the terms and conditions of the Insurance Contract including the Safety Requirements.

7.3. Should the Insured fail to comply with the Safety Requirements, the Insurer may reduce the amount of the Benefit or refuse to pay the Benefit. However, the Insurer may not refuse to pay the Benefit or reduce the Benefit in cases where such non-compliance has not influenced the occurrence of damage.

8. RESPONSIBILITIES OF THE INSURED IN CASE OF A THREAT OR OCCURRENCE OF THE EVENT INSURED

8.1. The Insured, the Insured Person and the Beneficiary knowing about the Insurance Contract and intending to use the right to the Benefit, having learned about an event that can be recognised as the Event Insured or any circumstances that create a real threat of the Event Insured, shall immediately:

- a) take any measures necessary to prevent damage or to minimize its extent as far as possible, taking account of the circumstances;
- b) notify relevant authorities and/or services (e. g. the police, emergency medical aid, firefighting services, other emergency services);
- c) notify the Insurer or his representative, specifying any known or implied reasons that might give or have given rise to the Event Insured;
- d) follow all the instructions given by the Insurer;

e) enable the Insurer to determine the size and causes of the damage freely and without hindrance (to examine documents related to the property's accounting, acquisition, sale, lease etc.).

8.2. The Insured shall submit to the Insurer any documents, evidence and full information necessary to take action against the person that is guilty for the damage and shall cooperate with the Insurer in the exercise of the right of regress.

8.3. Should the Insured and/or the Insured Person fail to comply with the above provisions the Insurer shall have the right to refuse to pay the Benefit or to reduce the benefit taking account of whether the Insured has failed to perform his duty wilfully or through negligence.

8.4. The Insurer shall compensate for any indispensable costs incurred in connection with the performance of the duty to prevent or minimize damage even if the Sum Insured is exceeded. Such costs shall be indemnified in proportion to the ratio between the Sum Insured and the Value Insured.

9. PAYMENT OF THE BENEFIT

9.1. The right to the Benefit

9.1.1. In case if losses are the subject of the Insurance Contract (contract for loss insurance), then only the person who is a lawful holder of the Insurance Interest, i. e. who suffers the losses (the Insured, the Insured Person or the Beneficiary) shall be entitled to the Benefit. In case of civil liability insurance contracts, the Suffered Third Party shall be entitled to the Benefit; in case if the Insured or the Insured Person has indemnified the damage, then the Insured or the Insured Person shall be entitled to the Benefit.

9.1.2. In case if the Insurer is liable, under the Insurance Contract, for payment of the Benefit equal to the Sum Insured or part thereof (sum insurance contract) in case of occurrence of the Event Insured, the Benefit shall be paid to the Insured Person or the Beneficiary.

9.1.3. The Insured and (in cases established in the law or the Insurance Contract) the Beneficiary or the Suffered Third Party shall have the right to claim the Benefit. Where the Benefit is claimed by the Beneficiary or the Suffered Third Party, the Insurer may use any counterclaims available.

9.1.4. Each Insured Person shall have the right to claim the Benefit as damage arises. However, the Insured shall have the right to negotiate the terms and conditions with the Insurer, which shall become binding upon the Insured Person, and to receive the Benefits unless the Insured Person is the Beneficiary.

9.2. Responsibilities of the applicant

The Insured, the Insured Person and/or Third Party shall submit to the Insurer all the documents and information concerning the causes and consequences of the Event Insured necessary to assess the size of the Benefit. This shall include documents and information (such as a certificate issued by the police, certificate of title, invoices, receipts, cost estimates, accounting documents, medical certificates etc.) that evidence the occurrence of the Event Insured, the scope of the damage and financial losses incurred etc.

9.3. Time limit for the payment of the Benefit

9.3.1. The Insurer shall only agree or refuse to pay the Benefit upon satisfying himself that the Event Insured has actually occurred and upon checking all the information available.

9.3.2. The Benefit shall be paid within 30 days from the date when the Insurer obtains all the information supported by documents which is important and necessary for the establishment of the fact, circumstances and consequences of the Event Insured as well of the size of the Benefit.

9.3.3. In case if no Benefit is paid to the Insured, the Insured Person, the Beneficiary or a third party within 30 days from the date of the notice of the Event Insured, the Insurer shall inform the Insured (the Beneficiary) in detail about the progress in the investigation of the Event Insured.

9.3.4. In case if it has been established that the event is the Event Insured and the Insured and the Insurer fail to agree on the size of the Benefit, the Insurer shall, at the request of the Insured, pay an amount equal to the share of the Benefit not contested, provided that the process of determination of the exact size of the Benefit is prolonged for more than 3 months.

9.3.5. The Insurer shall have the right to postpone payment of the Benefit until the end of trial in case if a civil claim has been filed or a prejudicial investigation has been instituted against the Insured, the Insured Person, the Beneficiary or a representative thereof in connection with the Event Insured and a trial in court has been started as well as in other cases established in the Insurance Contract or the laws.

9.3.6. The Benefit shall be transferred to the bank account indicated by the Insured (the Beneficiary) in writing.

9.4. Exemption from payment of the Benefit and reduction of the Benefit

9.4.1. The Insurer shall be exempted from the duty to pay the Benefit if the Event Insured occurred due to wilful act of the Insured, the Insured Person or the Beneficiary.

9.4.2. The Insurer shall not be exempted from payment of the Benefit under the civil liability insurance contract if the damage to life or health has been done as a result of wilful act of the guilty person. Upon indemnification of the damage under this item 9.4.2, the Insurer shall have the right to collect the amount paid from the Insured or the Insured Person.

9.4.3. The Insurer shall have the right to refuse to pay or to reduce the Benefit provided that the Insured and/or the Insured Person and/or the Beneficiary fails to:

- a) duly notify the Insurer or has submitted untrue or incomplete information on the Event Insured, either wilfully or through negligence;
- b) take measures to prevent or minimize the damage;
- c) comply with the terms and provisions of the Insurance Contract or reasonable requests of the Insurer in connection with the reduction of the Insured Risk;
- d) comply with the Safety Requirements;
- e) enable the Insurer to duly assess the size and causes of losses;
- f) take measures to enable the Insurer to collect damages from the guilty persons or acts in such a way so that the exercise of the Subrogation is made difficult for the Insurer.

9.4.4. No Benefit shall be paid if the claim for the Benefit is based on fraud, i. e. if the Insured, parties related to the Insured, the Insured Person or the Beneficiary has attempted to mislead the Insurer by forging facts or submitting untrue information and had increased the amount of the Benefit unlawfully.

9.4.5. The Insured shall forfeit the right to the part of the Benefit that is indemnified for by a third party.

9.4.6. While paying the Benefit to the Insured who is entitled, under the law, to have a tax refund as a result of the restoration of the Subject of Insurance to the previous condition, the Insurer shall reduce the Benefit by the amount of the tax refund. In such case the tax amount shall be deducted before the deduction of the franchise.

9.4.7. The Insurer shall provide a proof of the circumstances exempting him from payment of the Benefit or allowing a reduction of the Benefit.

9.4.8. Should the Insurer opt to refuse to pay the Benefit or part thereof, the Insurer shall assess the scope of guilt of the Insured, the significance of the violation, the link between the violation and consequences, and the size of damage arising from the violation.

9.4.9. Should it come to light, upon payment of the Benefit, that no Benefit had to be paid under the Insurance Contract or that the Benefit had to be reduced, the Insured shall, at the Insurer's written request, repay to the Insurer the full Benefit or the amount overpaid within 30 calendar days except for the cases established by the law.

9.5. Set-off

9.5.1. The Premium that is due and any other due amounts shall be set off against the Benefit.

9.5.2. Should the Insurance Contract expire upon payment of the Benefit, all the Premiums due under the Insurance Contract shall be set off against the Benefit.

10. SUBROGATION OF THE INSURER TO THE RIGHTS OF THE INSURED AGAINST THIRD PARTY

10.1. The right of the Insured or the Insured Person to claim damages from a third party who has inflicted the loss shall pass to the Insurer who has paid the Benefit. In case if the damage was caused wilfully, the right of claim shall pass to the Insurer in all cases.

10.2. The subrogation shall not apply in cases prescribed by the laws (e. g. accident insurance, sickness insurance and civil liability insurance).

10.3. The Insured (the beneficiary) shall furnish the Insurer with any information required for the due exercise of the right of claim received by the Insurer.

10.4. Should the Insured (the Beneficiary) renounce the right of claim or the exercise of the right has become impossible through the fault of the Insured (the Beneficiary), the Insurer shall be exempted from payment of the Benefit in part or in full and shall be entitled to recover the Benefit already paid.

11. ASSIGNMENT OF RIGHTS AND RESPONSIBILITIES UNDER THE INSURANCE CONTRACT

11.1. The Insurer shall have the right to assign his rights and responsibilities under the insurance contract to other insurers according to the procedure prescribed by the law.

11.2. The Insurer shall give the Insured a two months' written notice of the intention to assign the rights and responsibilities.

11.3. In case if the Insured disagrees to the assignment, the Insured shall have the right to terminate the Insurance Contract by giving the Insurer a notice within one month from the date of the assignment. The procedure for the computation of the refund of the Benefit is provided in item 3.3.3 of these General Terms and Conditions.

11.4. The Insured shall not have the right to assign his rights and responsibilities under the Insurance Contract unless the Insurer gives a written consent.

12. FORCE MAJEURE

12.1. A party to the Insurance Contract shall be released from responsibility to fulfil its contractual obligations provided that the Party proves that the non-fulfilment has resulted from circumstances which are beyond its control and which could not be reasonably foreseen at the time of conclusion

of the Insurance Contract and that the Party was not in a position to prevent such force majeure or consequences thereof.

12.2. If the Party cannot or will not be able to fulfil its contractual obligations due to force majeure, the Party shall inform the other Party in writing, specifying force majeure and their effect upon the execution of the Insurance Contract. The notice shall be sent within 14 days from the date on which the Party learned or had to learn about force majeure.

12.3. Having given the notice the Party shall be released from fulfilment of its contractual obligations for the period of action of force majeure, which prevents the fulfilment of such obligations.

13. SETTLEMENT OF DISPUTES BETWEEN THE INSURED AND THE INSURER

Any disputes arising from the Insurance Contract shall be settled by negotiations. Should the Parties fail to reach an agreement the dispute shall be settled in court under the Lithuanian law.

14. GOVERNING LAW

The Insurance Contract shall be governed by the law of the Republic of Lithuania unless the Parties agree otherwise.

15. PROVISION OF INFORMATION TO THE OTHER PARTY

15.1. Upon conclusion of the Insurance Contract any information that the Parties serve to one another shall be in writing except for the Insurer's instructions in the course of administration of the Event Insured.

15.2. Information shall be sent to the Insured by electronic mail, fax, post or courier. The information shall be sent to the electronic mail address, fax number or postal address specified in the Insurance Policy.

15.3. It shall be deemed that the Insured and the Insurer has received the notice:

- a) where sent by electronic mail or fax – on next working day;
- b) when sent by post – within 5 calendar days;
- c) when sent though courier – upon delivery.

II. TRAVEL FINANCIAL LOSS INSURANCE TERMS AND CONDITIONS

1. SPECIAL TERMS AND DEFINITIONS

1.1. **Assistance Company** shall mean a company that accepts and examines claims, organises the provision of the services stipulated in the Insurance Contract and the payment directly to the service provider and that acts in the name of the Insurer.

1.2. **Abroad** shall mean the territory specified in the Insurance Policy except the country the citizen of which is the Insured or in which it permanently resides and holds a permit to reside permanently.

1.3. **Medical Expenses** shall mean the expenses confirmed by financial and medical documents arising when the Insured approaches a medical establishment due to an acute disease or bodily injury as a result of accident during a trip abroad.

1.4. **Acute Disease** means a sudden, unexpected change in the condition of human body, which poses a danger to the person's life and health, which has started abroad during the period of validity of the Insurance Contract, and the elimination of which requires indispensable medical aid as defined in the Insurance Contract.

1.5. **Chronic Disease** shall mean a health condition which exists at the time of signature of the Insurance Contract (even if it has been diagnosed incorrectly or its existence has not been confirmed by a qualified doctor) and/or concerning which the Insured has received consulting or treatment or has taken medicines during a six-month period preceding the date of the Insurance Contract.

1.6. **Accident** shall mean a sudden, unexpected effect of different external factors upon human body as a result of which the Insured suffers bodily injury requiring the Medically Necessary Services.

1.7. **Bodily Injury** shall mean the damage to the integrity of tissues occurring during the Insured's trip abroad due to sudden physical, chemical or thermal effect of the environment, resulting in the functional disorders of the body.

1.8. **Medically Necessary Services** shall mean the first emergency medical care at personal health care establishments (both out- and in-patient) abroad, which is provided because of the threat to health of the Insured and which cannot be postponed until the Insured returns to the country of which he/she is a citizen or in which he/she permanently resides or holds a permit to reside permanently.

1.9. **Odontologically Necessary Services** shall mean the medical care provided by an odontologist at a healthcare establishment abroad in order to suppress acute toothache.

1.10. **Luggage (registered luggage)** shall mean any own (not leased or held on trust basis) personal effects of the Insured, which the Insured has taken with him/her for travel by air and which have been handed over by the Insured to the air carrier's luggage compartment, which is certified by the luggage receipt issued.

1.11. **Carrier** shall mean a legal person entitled to provide passenger and cargo carriage services.

1.12. **Public Transport** shall mean the train, bus, ferry and airline services provided according to a schedule that has been publicly announced.

1.13. **Immediate Family Members** shall mean a spouse, parents, children, foster parents, adopted children, guardians and wards.

1.14. **Family Members** shall mean a spouse, parents, children, foster parents, adopted, brothers, sisters, daughters-in-law, sons-in-law, mothers-in-law, fathers-in-law, stepchildren, grandparents, grandchildren, guardians and wards.

1.15. **Acquisition Value** shall mean the amount which shall be paid in order to acquire objects of the same type and quality.

1.16. **Property Depreciation** shall mean the annualized decrease in the Acquisition Value, which shall be computed based on the annual property depreciation rates set by the Insurer.

1.17. **Book Value** shall mean the value of the property as of the date of the Insurance Contract or the date of the Event Insured, which shall be equal to the Acquisition Value less the Depreciation.

1.18. **Registered Travel Agreement** shall mean the travel tickets and the agreement on the provision of tourist services.

1.19. **Trip** shall mean departure from the country of which the Insured is a citizen or in which he/she permanently resides and holds the permit to reside permanently, arrival to the final destination and return to the country of which the Insured is a citizen or in which he/she permanently resides and hold the permit to reside permanently.

1.20. **Nominal Ticket** shall mean a travel ticket issued in the name of the Insured.

2. CONCLUDING THE INSURANCE CONTRACT

2.1. Prior to entering into the Insurance Contract the Insurer shall have the right to demand that the Insured or the Insured Person presents medical documentation.

2.2. A single Insurance Policy may be issued to a group of persons travelling together. In the Insurance Policy, the Sum Insured shall be specified separately for each Insured Person.

2.3. By agreement of the Insured and the Insurer, Insurance Contracts with preferential terms and conditions may be concluded on condition that the length of each separate Trip shall not be longer than 30 days.

3. VALIDITY OF THE INSURANCE CONTRACT

3.1. For the purposes of all risks (except the risk of cancellation of the trip and the risk of travel delay), the Insurance Contract shall be valid only abroad and shall take effect after the Insured crosses the border of the country of which the Insured is a citizen or in which he/she permanently resides and holds the permit to reside permanently, however, not earlier than on the date specified in the Insurance Policy. The Lithuanian time shall be specified.

3.2. The Insurance Contract covering the risk of cancellation of the Trip shall take effect on the date on which the Premium is paid (with the documents evidencing payment submitted), the Registered Travel Agreement is signed and the Insurance Policy is issued. The Coverage shall take effect on the date which is specified in the Insurance Policy as the date of the Insurance Contract and shall remain in effect until the date of departure if the Insured as stipulated in the Travel Agreement or other travel documents and during the Trip.

3.3. The Insurance Contract covering the risk of cancellation of the Trip shall be signed at least 15 calendar days prior to the planned date of departure unless the parties agree otherwise.

3.4. The Coverage shall cease upon crossing of the border of the country, of which the Insured is a citizen or in which he/she permanently resides and holds the permit to reside permanently, while returning from the Trip, however, not later than on the date specified in the Insurance Policy or, in case of preferential insurance – on the last date of the 30-day period.

4. RESPONSIBILITIES OF THE INSURED AND THE INSURED PERSON IN CASE OF OCCURRENCE OF THE EVENT INSURED

4.1. The Insured/Insured Person shall:

4.1.1. notify the Insurer or the Assistance Company in writing of any event that might be recognised as the Event Insured within 24 hours in the case if inpatient treatment is required, in case of death of the Insured or in case of inflicting damage upon a third party; in all other cases – upon return from the Trip, however, not later than within 30 days by confirming the circumstances of the Event Insured in writing and presenting the original documents:

- a written application for the Benefit filed by the Insured or a person authorised by the Insured, including description of the circumstances of the event;
- the Insurance Policy – for natural persons, a copy of the Insurance Policy – for legal persons;
- invoices issued by foreign health care establishments attested by the signature and seal of the doctor. The invoice shall state full name of the patient, length of treatment, date of event, date of approaching the establishment, diagnosis, list of medical services provided, price for each service and the total price for the services;
- in case of death of the Insured – a medical certificate of the cause of death, a notarially certified copy of the death certificate or original certificate, and original invoices of transportation of the remains or of burying (cremation) abroad;
- other information and documents necessary for the confirmation of the fact of the event (police certificate etc.).

The Beneficiary shall have the same responsibility if he knows about the Insurance Contract concluded for his benefit and intends to use the right to the Benefit;

4.1.2. follow instructions related to the Event Insured given by the Insurer or the Assistance Company;

4.1.3. at the Insurer's request, conduct additional investigation into the event. The cost of such investigation shall be paid by the Insurer;

4.1.4. grant the Insurer or experts acting in the name of the Insurer access to any medical documents and information about the health condition of the Insured;

4.1.5. grant a power of attorney to the Insurer for the obtaining from third parties (doctors, hospitals, healthcare services etc.) and public authorities the information about previous and present diseases and diseases that have manifested themselves prior to establishment of the Coverage, consequences of accidents or acquired bodily deficiencies as well as any insurance contracts concluded.

5. SUBJECT OF INSURANCE

5.1. Subject of Insurance shall mean the property interests related to the indemnification for financial losses as a result of unforeseen expenses incurred while going abroad or during the Trip.

5.2. The Insurer shall pay the travel-related financial losses connected with the:

5.2.1. medical expenses;

5.2.2. accident;

5.2.3. cancellation of the Trip and curtailment of the Trip;

5.2.4. loss of the travel connection;

5.2.5. delay of the Trip;

- 5.2.6. loss of travel documents;
- 5.2.7. delay and/or loss of luggage;
- 5.2.8. pet care;
- 5.2.9. personal civil liability;
- 5.2.10. sport activities and/or loss of sports facilities;
- 5.2.11. capture of or damage to a motor vehicle.

5.3. By entering into the Insurance Contract the Insured may choose one or more options specified in items 5.2.1 – 5.2.11 of these Travel Financial Loss Insurance Terms and Conditions, which shall be marked in the Insurance Policy.

6. INSURANCE ON MEDICAL EXPENSES

6.1. Events Insured and reimbursable expenses

6.1.1. The Event Insured shall mean approaching a healthcare establishment abroad by the Insured or the death of the Insured as a result of accidental Bodily Injury and/or unexpected acute health disorder, the first symptoms of which, posing a threat to the Insured's life and requiring the provision of the Medically Necessary Services, have appeared during the term of validity of the Insurance Contract while the Insured was staying abroad, except for cases specified in Sub-Clause 6.2 and Clause 17 of these Travel Financial Loss Insurance Terms and Conditions.

6.1.2. Without exceeding the Sum Insured, the Insurer shall pay for the expenses incurred by the Insured abroad in connection with:

6.1.2.1. the Medically Necessary Services at an inpatient and/or outpatient healthcare establishment;

6.1.2.2. the acquisition of the medicines, dressing and fixing materials administered by the doctor as necessary for the treatment of the Insured;

6.1.2.3. the Odontologically Necessary Services not exceeding EUR 75 throughout the Insurance Period;

6.1.2.4. the emergency medical care in case of pregnancy complications (i. e. one doctor's consulting session and related transportation to the hospital), however, not more than EUR 200 throughout the Insurance Period;

6.1.2.5. the medically indispensable emergency transportation by ambulance to the nearest healthcare establishment;

6.1.2.6. the medical repatriation to the country, of which the Insured is a citizen or in which he/she permanently resides and holds the permit to reside permanently. The expenses shall be reimbursed provided that the Insured has been transported from abroad to the country, of which the Insured is a citizen or in which he/she permanently resides and holds the permit to reside permanently, for further inpatient treatment. The necessity of such expenses shall be confirmed by the Insured in writing;

6.1.2.7. the transportation of the remains of the Insured to the country, of which the Insured is a citizen or in which he/she permanently resides and holds the permit to reside permanently, or the expenses for the burying/cremation abroad not exceeding the said transportation expenses, in case of the death of the Insured abroad as a result of the Event Insured. The amount of expenses for the transportation of the remains may not exceed EUR 10,000 where the Event Insured occurred in the territory of Europe and EUR 15,000 – beyond Europe, however, not exceeding the Sum Insured. The necessity of such expenses shall be confirmed by the Insured in writing;

6.1.2.8. the price for the trip of the accompanying person (where the Insured is being transported to the country, of which the Insured is a citizen or in which he/she permanently resides and holds the permit to reside permanently and, in the opinion of the medical profession, escort by the medical personnel is not necessary) without exceeding the cost of economy class return air tickets and the accommodation and subsistence expenses up to EUR 100 per day but not more than for 5 days. The necessity of such expenses shall be confirmed by the Insured in writing;

6.1.2.9. the transportation of the Insured's children under 16 years of age, who have remained without the adults' care as a result of the Acute Disease, Bodily Injury or death of the parent/foster parent/guardian abroad, to the to the country, of which the Insured is a citizen or in which he/she permanently resides and holds the permit to reside permanently. The necessity of such expenses shall be confirmed by the Insured in writing;

6.1.3. In all cases the expenses for the Medically Necessary Services shall be paid first.

6.1.4. The Insured should use the services of public medical establishments as far as possible. The level of treatment selected should correspond to the level provided for the persons covered by the social security system of the relevant country.

6.1.5. Where, due to the health condition of the Insured, his/her return or transportation to the country, of which the Insured is a citizen or in which he/she permanently resides and holds the permit to reside permanently, is impossible, the term of validity of the Insurance Contract may be extended, for the purposes of treatment of such health disorder, for a period not longer than 14 days.

6.1.6. All the events referred to in this Clause shall be deemed to be the Events Insured if they have occurred abroad during the period of validity of the Insurance Contract, in the territory specified in the Insurance Policy.

6.2. Non-insured events and expenses not subject to reimbursement.

6.2.1. Non-insured events shall be the events referred to in Clause 17 of these Travel Financial Loss Insurance Terms and Conditions and the events that have occurred (except cases where the Insurance Contract states otherwise) while the Insured was:

6.2.1.1. performing physical work related to construction risks and the use of mechanical and electrical equipment;

6.2.1.2. participating in official sports training sessions or competitions/matches;

6.2.1.3. engaged in sports/activities that pose threat to life. For the purposes of this item, posing a threat to life shall mean martial arts, motor sport, aviation sport, parachute jumping, diving, mountain climbing, mountain skiing and other extreme sports, whether on individual basis, spending a pastime and/or any other time, or organised sessions, training or competition/match.

6.2.2. Expenses not subject to reimbursement shall be the expenses related to:

6.2.2.1. treatment and diagnosing of health disorders which (or could be) known and/or have started prior to the coming into effect of the Insurance Contract (irrespective of whether their were treated or not);

6.2.2.2. medical care that was the aim of the Trip;

6.2.2.3. treatment course started prior to the coming into effect of the Insurance Contract;

6.2.2.4. oncological diseases and disorders and diagnosing and treatment thereof irrespective of the stage of the disease;

6.2.2.5. mental diseases and diseases of the nervous system, reactive conditions, psychic traumas;

- 6.2.2.6. health disorders resulting from congenital and/or chronic diseases and/or treatment of exacerbations thereof;
- 6.2.2.7. treatment in excess of the Medically Necessary Services and/or not confirmed by documents;
- 6.2.2.8. return of the Insured to the country, of which the Insured is a citizen or in which he/she permanently resides and holds the permit to reside permanently, if no written consent of the Insurer has been obtained, while the Medically Necessary Services in the case of a light health disorder could be provided abroad and this would not have hindered the Trip of the Insured;
- 6.2.2.9. purchase and repairs of prostheses, glasses, hearing devices and other auxiliary facilities (except crutches);
- 6.2.2.10. consultations and examinations related to pregnancy irrespective of the term, child-birth, after-birth infant care, termination of pregnancy, any health disorders related to pregnancy, termination thereof and child-birth (except expenses referred to in item 6.1.2.4 of these Travel Financial Loss Insurance Terms and Conditions.
- 6.2.2.11. pathological bone fractures, loss or organs (or functions thereof) due to congenital or acquired deficiencies of the body, traumas occurring during attacks caused by the disease, and treatment of consequences such diseases (e. g. epilepsy) and traumas resulting therefrom;
- 6.2.2.12. diagnosing and treatment of sexually transmitted diseases, fungous diseases and health disorders caused by such diseases;
- 6.2.2.13. Bodily Injury, disease or death of the Insured where this was caused by the human immunodeficient viral infection (HIV including AIDS as well as any other related mutational changes or variations);
- 6.2.2.14. plastic/aesthetic surgery and prosthethisation (including dental and ophthalmologic prosthethisation);
- 6.2.2.15. odontological treatment except suppression of toothache and elimination of the pain source up to EUR 75;
- 6.2.2.16. services that are not indispensable according to medical indications or that have not been administered by the doctor;
- 6.2.2.17. consequences of the intentional refusal of the Insured to comply with the instructions of the doctor to whom the Insured has applied concerning the Event Insured;
- 6.2.2.18. treatment by non-traditional (not recognised by the official medicine) methods and homeopathic preparations;
- 6.2.2.19. treatment or nursing of the Insured performed by the Family Members of the Insured;
- 6.2.2.20. treatment at a health care establishment that hold no relevant licence or by a person having no right to engage in such activity;
- 6.2.2.21. restorative treatment and physiotherapy;
- 6.2.2.22. treatment at a sanatorium, recreational centres and similar establishments;
- 6.2.2.23. medical repatriation to the country, of which the Insured is a citizen or in which he/she permanently resides and holds the permit to reside permanently, provided that the Medically Necessary Services were provided to the Insured abroad and further treatment in the country, of which the Insured is a citizen or in which he/she permanently resides and holds the permit to reside permanently, is not necessary;

- 6.2.2.24. disinfection, prophylactic vaccination, medical expert examination and laboratory examinations not related to the Disease or the Bodily Injury of the Insured as a result of the Event Insured;
- 6.2.2.25. additional payment for higher comfort level (de luxe ward etc.);
- 6.2.2.26. treatment and purchase of medicines in the country, of which the Insured is a citizen or in which he/she permanently resides and holds the permit to reside permanently;
- 6.2.2.27. expenses of further treatment if the Insured has refused to return to the country, of which the Insured is a citizen or in which he/she permanently resides and holds the permit to reside permanently, if, in the opinion of the Insurer, the health condition of the Insured allows this;
- 6.2.2.28. purchase of medicines and other medical goods not administered by the doctor in connection with the Event Insured;
- 6.2.2.29. non-property damage or costs not related to the provision of medical aid;
- 6.2.2.30. expenses of treatment at an inpatient personal health care establishment, medical transportation to the country, of which the Insured is a citizen or in which he/she permanently resides and holds the permit to reside permanently, and transportation or burying of the remains of the Insured if no written consent of the Insurer was obtained;
- 6.2.2.31. expenses reimbursable by the State Patient Fund if the mini insurance has been selected.

6.3. Sum Insured

The Sum Insured shall be specified in the Insurance Policy.

6.4. Responsibilities of the Insured or a person authorised by the Insured in case of occurrence of the event

6.4.1. In case of Acute Disease or Bodily Injury, the Insured or a person authorised by the Insured shall:

6.4.1.1. notify the Insurer or the Assistance Company, within 24 hours, in writing about the event due to which the Medically Necessary Services are provided to the Insured at an inpatient personal health care establishment or as a result of which the Insured died, except the cases where doing this is impossible due to the health condition of the Insured and there is nobody who could provide information about the event;

6.4.1.2. upon return from the Trip, submit to the Insurer the original copies of the required documents within 30 days, except cases where this is impossible for valid reasons:

- invoices issued by foreign health care establishments attested by the signature and seal of the doctor. The invoice shall state full name of the patient, length of treatment, date of event, date of approaching the establishment, diagnosis, and information on the services provided and prices thereof;

- in case of death of the Insured – a medical certificate of the cause of death, a notarially certified copy of the death certificate or original certificate, and original invoices of transportation of the remains or of burying (cremation) abroad;

- prescriptions issued by foreign health care establishments and receipts evidencing payment;

- where additional services stipulated in the Insurance Contract have been paid for, the documents evidencing and justifying the expenses shall be submitted as requested by the Insured;

- other information and documents necessary for the confirmation of the fact of the event (police certificate etc.).

7. ACCIDENT INSURANCE

7.1. Events Insured:

7.1.1. Bodily Injury of the Insured as a result of the Accident abroad as specified in the “Table for the Computation of the Insurance Benefits Payable in Case of Injury/Disability” (Annex 1);

7.1.2. disability of the Insured resulting from the Accident that has occurred abroad;

7.1.3. death of the Insured resulting from the Accident that has occurred abroad.

7.2. Non-insured events shall be events referred to in Clause 17 of this Travel Financial Loss Insurance Terms and Conditions and the events that have occurred:

7.2.1. due to nervous and mental diseases: apoplexy, epilepsy or other spasmodic strokes (the Coverage remains if the cause of such disorders or strokes is the Accident as defined in these rules);

7.2.2. have occurred while the Insured (except as stated otherwise in the Insurance Contract):

7.2.2.1. was performing physical work related to construction risks and the use of mechanical and electrical devices;

7.2.2.2. was participating in official sports training or competitions/matches;

7.2.2.2. was engaged in sports/activities that pose threat to life. For the purposes of this item, posing a threat to life shall mean martial arts, motor sport, aviation sport, parachute jumping, diving, mountain climbing, mountain skiing and other extreme sports, whether on individual basis, spending a pastime and/or any other time, or organised sessions, training or competition/match;

7.2.3. health disorders arising from treatment (except cases whether the reason for the treatment was the Accident as defined in these rules);

7.2.4. the Insured violated the safety at work regulations while working under an employment contract;

7.2.5. congenital deficiencies of the body;

7.2.6. damage to a functional unit of the system of organs, provided that prior to the Bodily Injury this area was affected by the disease or if traumas have occurred during one year, except cases of multiple traumas;

7.2.7. an event the occurrence of which during the Insurance Period is not confirmed by the medical documentation and/or diagnostic examinations from / made in a foreign healthcare establishment;

7.2.8. related to the treatment of a bodily injury, health disorders as a result of bodily injury and consequences thereof, which was required after the Insured has unreasonably delayed approaching a health care establishment even though recommended by the medical experts of the Insurer, as a result of which the Medically Necessary Services were not provided in due time;

7.2.9. the court has recognised the Insured as the person who has disappeared or whose whereabouts are unknown;

7.2.10. events not included in the “Table for the Computation of the Insurance Benefits Payable in Case of Injury/Disability” (Annex 1);

7.2.11. non-property damage.

7.3. Sum Insured

The Sum Insured shall be specified in the Insurance Policy.

7.4. Responsibilities of the Insured in case of occurrence of the event:

7.4.1. immediately approach a healthcare establishment abroad and obtain the Medically Necessary Services;

7.4.2. in case of accident, upon return from the Trip the Insured shall notify the Insurer within 30 calendar days in writing, except cases where this is impossible for valid reasons;

7.4.3. submit to the Insurer the original copies of the required documents as specified in item 4.1.1 of these Terms and Conditions and, in case of disability, a certificate of the established level of disability/incapacity-for-work and/or the level of meeting the special needs as well as the disability certificate issued by competent bodies of the Republic of Lithuania.

7.5. Payment of the Benefit.

7.5.1. For the purposes of accident insurance, the size of the Benefit is determined according to the "Table for the Computation of the Insurance Benefits Payable in Case of Injury/Disability" (Annex 1).

7.5.2. The set period for the manifestation of disability shall be one year after the Accident. The level of disability/incapacity-for-work and/or the level of meeting the special needs shall be established and confirmed by the Disability and Incapacity-for-Work Determination Service under the Ministry of Social Security and Labour of the Republic of Lithuania. This must be notified to the Insurer and supported by documents not later than within three months from the determination of the relevant level for the Insured.

7.5.3. After the Insured is granted the fixed-term level of disability/incapacity-for-work and/or the level of meeting the special needs, the Insurer shall pay the Benefit in parts:

7.5.3.1. the first part – 20% of the Sum Insured;

7.5.3.2. where, upon expiry of the set term, the Insured is granted the relevant level of disability/incapacity-for-work and/or the level of meeting the special needs, the Insurer shall pay all the remaining part of the Benefit as provided for in item 7.5.1 of these Terms and Conditions;

7.5.3.3. where no level is granted to the Insured on expiry of the first term, the remaining part of the Benefit shall not be paid.

7.5.4. If diseases or bad health have influenced the health disorders or consequences thereof arising from the Accident, the Benefit shall be reduced by 5%.

7.5.5. If the Insured dies within one year from the date of the Accident or from another cause or later than within one year irrespective of the cause and if a claim for the Benefit in case of the injury or disability has already been made, the payment shall be made based on the degree of injury/disability established according to the latest medical conclusions.

7.5.6. In case if the Benefits have already been paid for the Bodily Injury (traumas, disability) due to the same event that has caused the death of the Insured, such Benefits shall be deducted from the Sum Insured payable after the death.

8. TRIP CANCELLATION AND CURTAILMENT INSURANCE

8.1. Events Insured and reimbursable expenses

8.1.1. Events Insured:

8.1.1.1. financial losses of the Insured arising from failure to leave for the planned and prepaid Trip;

8.1.1.2. financial losses of the Insured (travel expenses prepaid but not used) where the Insured terminates the Trip.

8.1.2. In case if the Insured fails to leave for the trip the Insurer shall pay for the travel expenses that have been prepaid to the travel service provider under the travel agreement:

8.1.2.1. due to health disorders of the Insured, due to which he/she was treated, until the very start of the Trip and/or on the planned date of departure, in an inpatient healthcare establishment and/or a sickness certificate has been issued to him/her (for a period of at least 10 days) or due to the death of the Insured;

8.1.2.2. due to the death of the Family Members of the Insured or of another Insured travelling together or the Family Members of the latter, provided that the Trip has been ordered for several persons, who are covered by the same Insurance Contract and provided that this happened within 7 calendar days prior to the start of the Trip and/or on the planned date of departure;

8.1.2.3. pregnancy of the Insured has been established and complications requiring inpatient treatment occurred before the planned date of departure, on condition, that as of the planned date of return from the Trip the pregnancy term would be shorter than 28 days and provided no analogous complications have previously occurred;

8.1.2.4. due to the Acute Disease of the Immediate Family Members of the Insured or of another Insured travelling together or the Immediate Family Members of the latter, provided that the Trip has been ordered for several persons, who are covered by the same Insurance Contract, if due to such Acute Disease the person is treated in an inpatient health care establishment and needs permanent care and nursing by the Insured, or the Acute Disease of minor children of such persons requiring permanent care and nursing by the Insured, and provided that this has been diagnosed not earlier than 7 calendar days prior to the start of the Trip and continues till the very start of the Trip and/or on the planned date of departure;

8.1.2.5. a road accident occurring on the date of departure for the Trip while the Insured travels to the place of departure and directly affecting the occurrence of the Event Insured;

8.1.2.6. the property of the Insured lost, damaged or destroyed during the Accident, provided this happened within 3 calendar days prior to the start of the Trip and/or on the planned date of departure (the damage of at least LTL 5,000);

8.1.2.7. the Insured has received a subpoena as a witness, where the court hearing is scheduled for the date of departure for the Trip or during the trip, which has not been known on the date of entering into the Travel Agreement;

8.1.2.8. delay in departure of the first means of transport (at an international point of departure) including postponement or cancellation of flight, which has resulted through the fault of the carrier and other documented circumstances, due to which the Trip to the final destination (e. g. conference, concert etc.) becomes meaningless.

8.1.3. The Insurer shall pay for the expenses of the Insured arising from the unused hotel booking in case of termination of the trip and other expenses related to prepaid services unused, which were include in the Travel Agreement, where the Trip has been curtailed by:

8.1.3.1. Acute Disease (the Insured is transported home or is treated in a hospital abroad for 5 days or more) or death of the Insured;

8.1.3.2. death of the Immediate Family Members;

8.1.3.3. request of return by the police due to unlawful third party action towards property of the Insured.

8.1.4. Where several persons have the Coverage under the same Insurance Contract and the relevant Premiums has been paid, then, in case if one of such persons cannot leave for the Trip or the Trip is

curtailed for reasons set out in Sub-Clause 8.1 above, the cancellation or curtailment of the Trip by the remaining persons shall also be deemed to be the Event Insured.

8.2. Non-insured events

8.2.1. Non-insured events shall be events referred to in Clause 17 of these Travel Financial Loss Insurance Terms and Conditions and, in addition, the Insurer shall not be liable for indemnification of financial losses in case of failure to leave for the Trip if:

8.2.1.1. the Insured has not incurred material damage or incurs it through his/her own fault (i. e. the damage could have been avoided);

8.2.1.2. the Trip did not take place or the conditions have changed compared to the conditions provided for in the Travel Agreement through the fault of the travel services provider and other service providers used by the travel service provider;

8.2.1.3. the travel service provider has failed to repay all or part of the payment even though this is stipulated in the Travel Agreement or the rules of the travel service providers;

8.2.1.4. health disorders (Diseases or Traumas) of the Insured or his/her Family Members requiring treatment and/or scheduled surgery during the past 6 months prior to the coming into effect of the Insurance Contract;

8.2.1.5. as of the date of issue of the Insurance Policy, the condition of health of the Insured, the Family Members or another person covered by the same Insurance Contract, which could have been recognised as the cause of the Event Insured, was or could have been known;

8.2.1.6. failure to leave for the Trip was caused by unlawful actions or actions incurring legal responsibility by persons upon whom the travel plans are dependent;

8.2.1.7. prior to the signature of the Travel Agreement by the Insured the doctors did not recommend leaving for the Trip specified in the Insurance Policy;

8.2.1.8. the Disease or Trauma of the Insured or the Family Members has resulted from their own wilful acts;

8.2.1.9. the law-enforcement or the state security authorities did not permit leaving for the Trip due to criminal act, violation of public order etc. by the Insured;

8.2.1.10. the Insured has failed to obtain the visa, personal documents or other documents.

8.2.2. The Insurer shall not indemnify for the financial losses if the Insured terminates the Trip:

8.2.2.1. for reasons not specified under Sub-Clause 8.1 of these Terms and Conditions;

8.2.2.2. taking no account of the doctor's permission (non-objection) to continue the Trip;

8.2.2.3. moral damage to the Insured, lost income or other losses not stipulated in the Travel Agreement.

8.3. Sum Insured and franchise

8.3.1. The Sum Insured shall be the price of the Trip specified in the Registered Travel Agreement.

8.3.2. The Insurance Contract shall be concluded with a 10-50% unconditional franchise which shall be deducted from the Benefit.

8.4. Responsibilities of the Insured in case of occurrence of the event

8.4.1. Having learned about the impossibility to leave for the Trip or curtailment of the Trip, the Insured shall, within 2 working days, notify the Insurer and the travel service provider in writing,

recover the amount of money due under the Travel Agreement (rules), and cancel ticket and hotel reservations.

8.4.2. Submit to the Insurer the original copies of the required documents as specified in item 4.1.1 of these Terms and Conditions, the Travel Agreement, documents evidencing payment, certificate of the amount repaid by the travel service provider and, at the Insurer's request, assign the right to make a regress claim to the travel service provider.

8.4.3. Submit the documents justifying the size of the damage within 5 working days from the event except for the case where the Insured proves that he/she was not able to do that for valid reasons.

8.5. Payment of the Benefit

The Insurer shall pay, under the Insurance Contract for the trip cancellation and curtailment insurance, the difference between the price for the Trip paid prior to the Event Insured and the amount repaid by the travel service provider taking account of the unconditional franchise.

9. TRAVEL CONNECTION INSURANCE

9.1. Events Insured

9.1.1. Event Insured shall be the direct financial losses incurred by the Insured as a result of being late for the means of transport, which is not the first (where changing of the means of transport has been provided for during the Trip) through the fault of one of the carriers and/or trip organisers or due to circumstances beyond control of the Insured, which can be proved by documents.

9.1.2. The insurance shall cover only travelling by air.

9.1.3. The Insurer shall indemnify for direct financial losses arising at the airport of transfer, which are not covered by the carrier or the trip organiser, including changing of tickets or purchase of new tickets (where changing is not possible) as well as unforeseen additional accommodation and subsistence expenses up to LTL 350 per day against purchase receipts presented, however, for not longer than 2 days and not longer than until the nearest flight.

9.2. Non-insured events

9.2.1. Non-insured events shall be events referred to in Clause 17 of these Travel Financial Loss Insurance Terms and Conditions and, in addition, the Insurer shall not be liable for indemnification of financial losses if:

9.2.1.1. the Insured is late for check-in at the airport at the set time through his/her own fault;

9.2.1.2. the Insured is provided, within 8 hours from the scheduled transfer time, with an alternative to travel by the means of transport which is not the first;

9.2.1.3. the Insured learned or could learn about the change or postponement of the scheduled flight earlier than 24 hours prior to the scheduled departure time;

9.2.1.4. the first means of transport is late for less than 1 hour;

9.2.1.5. the period between the arrival and departure times has been selected shorter than the minimum time requirement for the transfer at an airport as well as if the time allotted for the transfer is less than 1 hour.

9.3. Sum Insured and Franchise

9.3.1. The Sum Insured shall be specified in the Insurance Policy.

9.3.2. The Insurance Contract shall be concluded with a 20% unconditional franchise which shall be deducted from the Benefit.

9.4. Responsibilities of the Insured in case of occurrence of the event:

9.4.1. Approach the carrier and obtain:

- a letter stating the arrival – departure schedule, the actual arrival and departure times, the reason for non-arrival/delay;
- the information on the amount of compensation payable by the carrier or the refusal to pay the compensation.

9.4.2. Submit to the Insurer the original documents stated in item 4.1.1 of these Travel Financial Loss Insurance Terms and Conditions and

- the written confirmation of the event issued by the carrier;
- the trip tickets;
- a letter of the carrier stating the compensation paid or a grounded refusal to pay the compensation;
- documents justifying the expenses.

9.5. Payment of the Benefit

The Benefit shall be paid against the submitted financial documents which justify the expenses and which are not covered by the carrier or the travel organiser, without exceeding the Sum Insured and taking account of the unconditional franchise.

10. TRIP DELAY INSURANCE

10.1. Events Insured

10.1.1. The event insured shall be the financial losses incurred by the Insured in case of delay by the first means of transport, which has been ordered by the Insured not later than 48 hours prior to the time of departure and forms part of the travel route pre-ordered by the Insured at the international point of departure.

10.1.2. The insurance shall cover only travelling by international routes.

10.2. Non-insured events

10.2.1. Non-insured events shall be events referred to in Clause 17 of these Travel Financial Loss Insurance Terms and Conditions and, in addition, the Insurer shall not be liable for indemnification of financial losses if:

10.2.1.1. the Insured is late for check-in at the airport at the time specified in the Trip route;

10.2.1.2. the Insured is late for arrival to the point of departure at the time specified in the Trip route;

10.2.1.3. the Insurer has been provided with alternative means of transport, which departs within 8 hours from the scheduled departure time;

10.2.1.4. the financial losses are compensated for by the travel organiser or the carrier.

10.3. Sum Insured

The Sum Insured shall be specified in the Insurance Policy.

10.4. Responsibilities of the Insured in case of occurrence of the event:

10.4.1. In case of delay in the Trip, approach the carrier and obtain:

10.4.1.1. a letter stating the arrival – departure schedule, the actual arrival and departure times, the reason for non-arrival/delay;

10.4.1.2. the information on the amount of compensation payable by the carrier or the refusal to pay the compensation;

10.4.1.3. Submit to the Insurer the original documents stated in item 4.1.1 of these Travel Financial Loss Insurance Terms and Conditions and

- the written confirmation of the event issued by the carrier;
- the trip tickets.

10.5. Payment of the Benefit

A one-off Benefit of LTL 70 shall be paid after the first 8 hours of delay; for each subsequent hour of delay – LTL 35, however, without exceeding the Sum Insured.

11. TRIP DOCUMENTS INSURANCE

11.1. Events Insured

11.1.1. The event insured shall be the direct financial losses of the Insured:

11.1.1.1. where new documents are acquired abroad after the Insured has lost the passport, personal ID card, driver's licence or the vehicle registration certificate;

11.1.1.2. where the Nominal Tickets are changed/acquired after the Insured has lost the Nominal Ticket and the loss is not indemnified by the trip organiser or the carrier.

11.2. Non-insured events shall be events referred to in Clause 17 of these Travel Financial Loss Insurance Terms and Conditions and:

11.2.1. the event not confirmed by law-enforcement or other competent bodies;

11.2.2. the losses incurred are compensated for by the trip organiser or the carrier;

11.2.3. non-property damage;

11.2.4. loss of tickets other than Nominal Tickets.

11.3. Sum Insured

The Sum Insured shall be specified in the Insurance Policy.

11.4. Responsibilities of the Insured in case of occurrence of the event:

In case of loss of the trip documents, the Insured shall submit to the Insurer the required original documents referred to in item 4.1.1 of these Travel Financial Loss Insurance Terms and Conditions and a letter of confirmation of the event issued by law-enforcement or other competent bodies.

11.5. Payment of the Benefit

11.5.1. the Benefit shall be paid against the financial documents certifying the expenses incurred abroad, however, not exceeding the Sum Insured;

11.5.2. in case of loss of the Nominal Ticket, the Benefit shall be paid for the issue of the duplicate or the purchase of new trip tickets (if issue of the duplicate is impossible), however, not exceeding the Sum Insured.

12. LUGGAGE INSURANCE

12.1. The insurance shall cover registered luggage carried by air transport, which has been handed over to the carrier's luggage compartment, which is certified by a receipt.

12.2. Events Insured

12.2.1. Event Insured – direct financial losses incurred by the Insured:

12.2.1.1. where the luggage is delayed for more than 12 hours compared to the schedule agreed by the carrier and the Insured, which is confirmed by documents issued by the carrier or related authorities;

12.2.1.2. where the luggage has been lost due to destruction or lost and not delivered during 21 day compared to the schedule agreed by the carrier and the Insured, which is confirmed by documents issued by the carrier or related authorities.

12.2.2. The Insurer shall compensate for the financial losses not covered by the carrier or the trip organiser against the receipts presented.

12.2. Non-insured events shall be events referred to in Clause 17 of these Travel Financial Loss Insurance Terms and Conditions and:

12.3.1. the Insured has failed to approach the carrier within 12 hours and has not obtained a written confirmation of the event;

12.3.2. luggage delay in Lithuania and/or country of which the Insured is the citizen or in which he/she permanently resides and holds the permit to reside permanently;

12.3.3. changes in the visual appearance of the luggage without functional changes;

12.3.4. spilling of liquids contained in the luggage;

12.3.5. losses related to the following items carried out in the luggage: cash, securities, documents, tickets, weapons, antique items, works of art, jewellery, music instruments, photo, audio and video equipment, animals, plants and collections;

12.3.6. wear and tear of the luggage, rust, mould, pest effects, fading or other natural changes for causes of gradual effect.

12.4. Sum Insured

The Sum Insured shall be specified in the Insurance Policy.

12.5. Responsibilities of the Insured in case of occurrence of the event:

12.5.1. Where the delivery of the luggage is delayed or the luggage is lost, the Insured shall approach the carrier and obtain:

12.5.1.1. a letter stating the luggage delivery schedule, the actual delivery time, the reason for delay or loss; the information on the amount of compensation payable by the carrier or the refusal to pay the compensation;

12.5.1.2. Submit to the Insurer the original documents stated in item 4.1.1 of these Travel Financial Loss Insurance Terms and Conditions and

- the written confirmation of the event issued by the carrier;

- the trip tickets and luggage receipts;

- the letter by the carrier stating the compensation paid by the carrier or a grounded refusal to pay;

- original copies of documents justifying the damage.

12.6. Payment of the Benefit

12.6.1. The Benefit shall be paid against the financial documents certifying the expenses incurred abroad, however, not exceeding the Sum Insured.

12.6.2. In case of loss of the luggage, where the Insured cannot submit the documents confirming the amount of damage, LTL 90 per kilogram shall be paid, but not more than for 20 kg of the luggage weight and without exceeding the Sum Insured.

12.6.3. Item 12.6.1 or 12.6.2 of these Travel Financial Loss Insurance Terms and Conditions shall apply.

13. PET CARE INSURANCE

13.1. Events Insured

The Event Insured shall be the direct financial losses incurred by the Insured where the period of the insured pet care exceeds the pre-ordered stay of the pet in the recognised animal care or shelter establishments where the return of the Insured from aboard has been postponed due to in-patient treatment abroad, loss of the travel connection, or postponement of the Trip.

13.2. Non-Insured Events shall be events referred to in Clause 17 of these Travel Financial Loss Insurance Terms and Conditions and:

- expenses for the treatment of the insured pet.

13.3. Sum Insured

The Sum Insured shall be specified in the Insurance Policy.

13.4. Responsibilities of the Insured in case of occurrence of the event:

Having incurred expenses for pet care, the Insured shall submit to the Insurer the required original documents referred to in item 4.1.1 of these Travel Financial Loss Insurance Terms and Conditions and the documents justifying the expenses.

13.5. Payment of the Benefit

The Benefit of up to LTL 85 per day shall be paid without exceeding the Sum Insured.

14. PERSONAL CIVIL LIABILITY INSURANCE

14.1. Events Insured

14.1.1. The Event Insured shall be non-intentional actions by the Insured that have inflicted damage upon third party's health/life and/or property.

14.1.2. The claim for the damages concerning the Event Insured shall be made according to the current civil liability legislation of the country in which the event occurred.

14.1.3. Where the Insured is guilty for a traffic accident abroad, which has inflicted damage upon a third party and/or property thereof, the Insurer may opt to pay for the necessary legal services (such services may only be ordered by the Assistance Company or the Insurer).

14.1.4. A lawyer may only be hired on instruction of the Insurer.

14.2. Non-insured events

14.2.1. Non-insured events shall be events referred to in Clause 17 of these Travel Financial Loss Insurance Terms and Conditions and the claims made concerning the:

14.2.1.1. unlawful or wilful acts by the Insured against third parties;

14.2.1.2. repayment of or compensation for a fine;

14.2.1.3. animals held, cared for, managed or kept in custody by the Insured;

14.2.1.4. non-property damage;

14.2.1.5. income lost by a third party;

14.2.1.6. holding or use of motor land, water and air means of transport, except for the legal services referred to in item 14.1.3 of these Travel Financial Loss Insurance Terms and Conditions;

14.2.1.7. objects leased, borrowed or taken for custody by the Insured except claims arising from the use of leased premises for business purposes (upon deduction of depreciation) such as hotel rooms, rooms in boarding houses etc., where the damage was done to the premises or the items inside them, on condition that the premises had been leased for not longer than 30 days.

14.2.2. The Insurer shall not pay for the financial losses related to:

14.2.2.1. legal expenses and/or fines that the Insured must pay by court order;

14.2.2.2. the damage has been done to the Insured or the Family Members or the person with whom the Insured or the Insured Person shares a joint household;

14.2.2.3. the claims made by the person who is under direct or indirect control or subordination by the Insured or where such person works in an undertaking in which the Insured works or provides consulting;

14.2.2.4. related to the professional and occupational activities of the Insured;

14.2.2.5. inflicted upon the attacker by the Insured while lawfully defending himself/herself or another person.

14.3. Guilt of the Suffered Third Party

Taking account of the guilt of the Suffered Third Party (or where the guilt of the person inflicting the damage is present – also to the size of such guilt), where gross negligence of the Suffered Third Party contributed to the damage or the increase therein, the indemnification may be reduced or the claim for damages may be rejected.

14.4. Sum Insured and Franchise

14.4.1. The Sum Insured shall be specified in the Insurance Policy.

14.4.2. The Insurance Contract shall be concluded with a LTL 200 unconditional franchise to be deducted from the Benefit.

14.5. Responsibilities of the Insured in case of occurrence of the event:

14.5.1. Having inflicted damage upon third parties (in case of civil liability insurance), the Insured shall:

14.5.1.1. notify the Insurer or its authorised representative in writing within 24 hours;

14.5.1.2. where necessary, immediately approach the special emergency services;

14.5.1.3. where possible not to change the condition of the damaged property until the Insurer starts the investigation (during 3 days after the event).

14.5.2. The Insured shall not have the right to recognise his/her guilt in full or in part (except for losses under LTL 700) unless the Insurer gives its consent.

15. SPORTS ACTIVITIES AND ITEMS INSURANCE

15.1. Events Insured

15.1.1. The Event Insured shall be the direct financial losses incurred by the Insured related to:

15.1.1.1. the Disease or the Trauma where the Insured is prevented from engaging in sports activities abroad;

15.1.1.2. theft of sports items that have been rented;

15.1.1.3. theft of own non-professional winter-sport equipment abroad (including skis, ski sticks, sledges without engine, snowboards, skates).

15.1.2. The Insurer shall indemnify for financial losses related to:

15.1.2.1. rent of sports items – the rent price;

15.1.1.2. theft of rented items – the book value of the items;

15.1.1.3. theft of own items – the book value of the items.

15.2. Non-insured events shall be events referred to in Clause 17 of these Travel Financial Loss Insurance Terms and Conditions and:

15.2.1. where the event was not reported to the police within 24 hours and no official certificate was obtained;

15.2.2. the items were left without supervision in a public place;

15.2.3. theft from vehicles without supervision (except for cases of breaking into the vehicle as confirmed by the police);

15.2.4. children under 2 years of age.

15.3. Sum Insured and Franchise

15.3.1. The Sum Insured shall be specified in the Insurance Policy.

15.3.2. A 10% unconditional franchise shall apply to sports items, to be deducted from the Benefit.

15.4. Responsibilities of the Insured in case of occurrence of the event:

Having incurred losses the Insured shall submit the original copies of required documents to the Insurer as referred to in item 4.1.1 of these Travel Financial Loss Insurance Terms and Conditions and the documents justifying the expenses.

15.5. Payment of Benefit

15.5.1. Where the Insured is prevented from engaging in sports activities by the Disease or Trauma, the Benefit up to LTL 150 per day shall be paid, however, not exceeding the Sum Insured.

15.5.2. In case of theft of sports items, the book value of the items shall be indemnified for taking account of depreciation and franchise, however, not exceeding the Sum Insured.

16. INSURANCE AGAINST MOTOR VEHICLE CAPTURE OR DAMAGE

16.1. Events Insured

16.1.1. Capture, theft or other unlawful control of a motor vehicle used by the Insured for the Trip aboard, where this prevents continuation of the Trip;

16.1.2. damage to the motor vehicle during a traffic accident abroad, where this prevents continuation of the Trip.

16.2. Non-insured events shall be events referred to in Clause 17 of these Travel Financial Loss Insurance Terms and Conditions and, in addition, the Insurer shall not be liable for financial losses:

16.2.1. where the event was not reported to the police within 24 hours and/or no official certificate was obtained;

16.2.2. the event was not officially confirmed by law-enforcement or other competent authorities;

16.2.3. in case of vehicle damage during accident aboard, there are no documents evidencing repairs of the vehicle;

16.2.4. related to the repairs of the vehicle, replacement with another vehicle or purchase of new vehicle as well as losses due to lost or damaged property;

16.2.5. non-property damage.

16.3. Sum Insured

The Sum Insured shall be specified in the Insurance Policy.

16.4. Responsibilities of the Insured in case of occurrence of the event:

16.4.1. Within 30 days from the date of return from the Trip, submit the required original copies of the documents to the Insurer as referred to in item 4.1.1 of these Travel Financial Loss Insurance Terms and Conditions and:

16.4.1.1. a letter of confirmation issued by law-enforcement or other competent authorities;

16.4.1.2. original documents justifying the expenses.

16.5. Payment of the Benefit

16.5.1. The Benefit shall be paid against the financial documents certifying the expenses incurred abroad, however, not exceeding the Sum Insured.

16.5.2. The Insurer shall indemnify for direct financial losses incurred due to the Event Insured , however, not exceeding the Sum Insured:

16.5.2.1. for each day when the Insured could not continue the Trip – up to LTL 350 per day against the documents justifying expenses, but not more than 3 days;

16.5.2.2. expenses of return to Lithuania (the straightest route) without exceeding the price for economy class air ticket. These expenses shall only be paid if agreed with the Insurer in advance.

17. NON-INSURED EVENTS (COMMON TO ALL RISKS INSURED)

17.1. The Insurer shall not indemnify for financial losses that directly or indirectly arose from:

17.1.1. war, aggression, military actions (irrespective of whether the war was declared), civil war, riot, revolution, resurrection, internal disturbances that have reached the scope of resurrection or use of military or unlawful force, terrorist acts of any nature or similar events and force majeure.

The term “terrorism” shall mean the threat to life or health of many people caused by using or threatening to use force (e. g. by exploding, arson, spread of radioactive, biological or chemical harmful substances, preparations or microorganisms) in order to achieve political, religious, ideological or ethnic aims as well as seeking to impact or intimidate the government and/or society or part thereof;

17.1.2. direct or indirect suffering of the Insured from the impact of the radioactive, toxic, explosive and other dangerous properties of ionising radiation or radioactive contamination or any explosive nuclear mixture or component;

17.1.3. detention/seizure of the Insured or his/her luggage by the public authorities (the customs, police etc.), seizure or destruction of the luggage;

17.1.4. suicide or suicide attempt by the Insured or other wilful acts by the Insured;

17.1.5. use of alcohol, drugs, other psychotropic substances or strong medicines without the doctor’s prescription by the Insured prior to, during or right after the event

- 17.1.6. the Disease of the Insured against which the Insured did not take vaccination prior to the Trip to the countries for which the Lithuanian State Public Health Service recommends immunoprophylaxis;
- 17.1.7. the health disorder or death of the Insured is related to the human immunodeficient viral infection (HIV including AIDS and any related mutational changes or variations);
- 17.1.8. the Insured, being in the state of alcoholic, narcotic or other intoxication and/or holding no relevant driver's licence, was driving any self-propelled vehicle or mechanism with an internal combustion or electric engine or has handed the control to another person in the state of alcoholic, narcotic or other intoxication and/or holding no relevant driver's licence;
- 17.1.9. disease or death of domestic animals or pets;
- 17.1.10. travelling by the Insured without having regard to the doctor's recommendations;
- 17.1.11. travelling to the countries travelling to which is not recommended by the Lithuanian Ministry of Foreign Affairs;
- 17.1.12. unwillingness of the Insured to travel, phobias, stress or personal financial circumstances;
- 17.1.13. where the health condition of the Family Members or the travel companion was known (death, health disorder) at the time of conclusion of the Insurance Contract and this is the cause of the event that might be recognised as the Event Insured;
- 17.1.14. actions inflicting administration, civil and/or criminal liability by the persons upon which the travel plans are dependent (except for item 8.1.2.7 of these Travel Financial Losses Insurance Terms and Conditions);
- 17.1.15. participation by the Insured in mass disturbances, riots, resurrection, war or service in any armed forces or formations abroad;
- 17.1.16. wilful actions, omissions or gross negligence by the Insured, inflicting administration, civil and/or criminal liability as well as events that have occurred at the time of detention of the Insured as a suspect with respect to such actions and events occurring at the places of imprisonment;
- 17.1.17. unfavourable weather conditions (except medical expenses insurance and accident insurance);
- 17.1.18. pregnancy or premature, pathological or normal child-bearing by the Insured (except for items 6.1.2.4 and 8.1.2.3 of these Travel Financial Losses Insurance Terms and Conditions);
- 17.1.19. any improperly provided service in connection with the Trip of the Insured and any errors by service providers, travel agencies or travel organisers through which the Trip has been ordered;
- 17.1.20. the financial losses are not evidenced by documents (medical certificate, invoices, sickness certificate, report on accident, death certificate etc.);
- 17.1.21. failures in software, microprocessors of all types and other systems involving microprocessors including computers related to misinterpretation of dates arising from the marking of years;
- 17.1.22. risks not covered by the Insurance Contract.
- 17.2. The Insurer shall not be liable for financial losses arising beyond the period of validity of the Insurance Contract.

Gintautas Mažeika, General Manager