

# AB Šiaulių bankas

## credit cards Travel and Personal Accident insurance terms and conditions

Under Insurance Contract No B1844240024KT concluded by and between AB Šiaulių bankas and Lloyd's Insurance Company S.A. A Belgium limited liability company (société anonyme/ naamloze vennootschap) with its registered office at 14th Floor, Bastion Tower, Place du Champ de Mars 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises/ Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be) from **1st January 2024** the Insured are covered by the following insurance covers: **Medical Expenses and Repatriation Cover** (SECTION II), **Accidental Death and Disability Cover** (SECTION III), **Personal Liability Cover** (SECTION IV), **Baggage and Trip Delays Cover** (SECTION V), **Baggage Loss Cover** (SECTION VI), **Trip Cancellation and Disruption Cover** (SECTION VII), **Loss of Connection Cover** (SECTION VIII) and **Rental Vehicle Excess Waiver** (SECTION IX).

The General Terms and Conditions (SECTION I) shall apply to all the Sections (SECTION II to IX) of the Travel Insurance Terms and Conditions unless each specific Section states otherwise.

### Section I. General terms and conditions

#### 1. Terms and Definitions

- 1.1. **Insurer** – Lloyd's Insurance Company S.A. acting through Baltic Underwriting Agency, AB.
- 1.2. **Policyholder** – AB Šiaulių bankas.
- 1.3. **Insured** – natural person, owner of a bank account opened by the Policyholder and a credit Card holder, as well as Family Members travelling together. All these persons together are referred to as Insured.
  - 1.3.1. At the time of Insured Event, the Insured must be up to and including 80 (eighty) years of age, for Medical Expenses and Trip Cancellation Covers only.
  - 1.3.2. While travelling insurance cover is also valid for family members.
  - 1.3.3. Legal entity's, owners' of a Mastercard Business credit Card – staff, possessing nominal Cards associated with this account, Family Members or co-workers travelling together (not more than 2 persons), whose property interests are Insured.
- 1.4. **Beneficiary** – the Insured or a third party (refers to Personal liability Cover) entitled to insurance indemnity under the terms and conditions hereof.
- 1.5. **Family Members** – the spouse of the Cardholder or life partner (without marriage registration) and related with him/her by a common household not less than 1 year as well as Cardholder's and/or spouse's/life partner's children (or adopted children, or children in foster care, or grand-children) under 19 years of age of the Insured and/or of the spouse/ partner of the Insured or under 24 years of age if in full-time education, travelling together with Cardholder.
- 1.6. **Card** – any of the active payment credit Cards referred to in Sub-Clause 3.1 hereof issued by the Policyholder. An active credit Card shall be a credit Card issued to the Cardholder, the term of validity of which has not expired and (i) which has not been blocked or (ii) not more than 30 calendar days have elapsed since blocking of which.
- 1.7. **Cardholder** – the natural person whose name is indicated on the credit Card.
- 1.8. **Damage** – injury to and/or death of the Insured and/or expenses (direct losses) incurred by the Insured as a result of an Insured Event specified in these Travel Insurance Terms and Conditions.
- 1.9. **Damages** – Damage incurred as expressed in monetary terms.
- 1.10. **Sum Insured** – the amount of money specified in these Travel Insurance Terms and Conditions which, except for the cases referred to herein, shall be equal to the maximum insurance indemnity that may be paid hereunder during the Insurance Year.
- 1.11. **Insured Event** – an event in case of the occurrence of which the Insurer must pay an insurance indemnity under these Travel Insurance Terms and Conditions.

- 1.12. **Insurance Year** –the period of twelve (12) months starting at 1st of January, 2024. Payment shall only be made under any Section of this insurance following the occurrence of an insured event during the Insurance Period, which results in Bodily Injury, Illness, expense, loss, damage or liability, as provided for and covered herein.
- 1.13. **Abroad** – any part of the world except for Lithuania and the Home country of the Insured and the country of the permanent place of residence of the Insured. The permanent place of residence of the Insured shall be determined according to the provisions of the Civil Code of the Home country of the Insured.
- 1.14. **Accident** – an unexpected external impact (including, but not limited to chemical, thermal, toxic gas or another physical impact) beyond control of the Insured, which has damaged health or caused death of the Insured. Accidents shall also include accidental acute poisoning, moderate or severe, with food, medicines, chemicals, gas, vapour, or poisonous plants or mushrooms.
- 1.15. **Baggage** – any personal belongings taken by the Insured for the trip including bags and suitcases intended for the carrying of such belongings, carried in baggage compartment or as hand Baggage.
- 1.16. **Acute health problems** - sudden and unexpected medical condition that is necessary to remove by providing emergency medical aid.
- 1.17. **Act of terrorism** - an act including, but not limited to, the use of violence, or threat thereof, by any person or group of persons acting independently, as part of an organization or a political group, which is undertaken with political, religious, ideological or ethnological aims or causes, and having the intention of harming any government, society or part thereof, including, but not limited to attacks on mass transportation systems, vehicles, facilities, or passengers; harboring or concealing persons who have committed or are about to commit an act of terrorism; expansion of the prohibition against providing material support or resources to terrorists; and possessing a biological agent or toxin of a type or in a quantity that is not reasonably justified for specifically defined purposes.
- 1.18. **Physical work** - work related to the use of mechanical and electrical appliances, construction and repair, agriculture, fisheries, food and non-food industry, handling, rescue, passengers and (or) freight transportation, seamanship, care, service in catering and (or) accommodation facilities, service in military or police structures, security, rescue services, oil extraction and processing, metal, wood processing, chemicals, mining industry which the Insured does on the basis of work, contract or another agreement or, although in the absence of such an agreement, when the Insured receives or is entitled to receive the remuneration for such work.
- 1.19. **Strike** means organised industrial action or any temporary stoppage of work by the concerted action of the employees of any Public Transportation operator as a result of an industrial or labour dispute.

## 2. Non-Insured Events and Release from Payment of the insurance indemnity

- 2.1. Non-insured Events shall include:
- 2.1.1. Suicide, attempt of suicide, or wilful self-injury of the Insured irrespective of his/her age and mental condition.
- 2.1.2. Any action by the Insured that incurs administrative or criminal liability as well as events occurring during detention of the Insured suspected of such actions and events taking place at imprisonment establishments.
- 2.1.3. Flying other than as a passenger in a scheduled aircraft.
- 2.1.4. Trips booked against medical advice or after receipt of a terminal prognosis or for the purposes of medical treatment.
- 2.1.5. Events taking place while the Insured:
- 2.1.5.1. performs Physical work including truck/bus drivers performing their direct work functions related to driving Abroad;
- 2.1.5.2. takes place in a sports training sessions or competitions in the capacity of a professional athlete;
- 2.1.5.3. during high-risk leisure activities. High risk leisure activities mean: the development of or engagement in a sport dangerous to life or health (extreme sport or activities) or activities that usually require special equipment or gears. Sports and activities dangerous to life or health are considered to include the following and similar sports or activities: different forms of martial arts and contact sports (boxing, wrestling and similar sports); piloting an aircraft (gliding, acrobatic flying, paragliding, air-ballooning or operating other light aircraft); aviation sports (parachuting, kite-boarding and other similar sports or activities); water sports (scuba diving, ocean sailing, river-boarding, surfing.); auto-motor sports; bicycle sports (bicycle cross-country racing, mountain biking; BMX biking); sports and activities involving the use of firearms; speleology, expeditions to mountains, jungles, deserts or other

uninhabited places; mountaineering; bungee-jumping; downhill skiing on unmarked slopes, riding a motorcycle with a capacity of over 74 kW (100 HP). This limitation shall not apply to the Insured covered by the Medical Expenses and Repatriation Cover (SECTION II), Accidental Death and Disability Cover (SECTION III) when being engaged in individual or group sports activities other than held by a sports organization that are just a form of the Insured Person’s leisure activities. Following activities shall not be classified as high-risk leisure activities (including but not limited to): aerobics, badminton, volleyball, bowling, canoeing, visiting domes, cricket, curling, bicycling, dancing, darts, fishing, fitness, golf, gymnastics, north walking, paintball, billiards, rowing, rafting, diving up to 30 meters, swimming, tennis, mountains skiing or snowboarding on marked slopes, yachting, yoga, water polo, hiking to mountains, if no special equipment needed, riding a snowmobile (with special equipment and in compliance with speed mode).

- 2.1.5.4. during military field exercise and/or physical training.
- 2.2. Damage arising from driving a self-propelled vehicle or another self-propelled mechanism with the Insured being in a state of intoxication with alcohol, drugs or toxic substances and/or having no driving licence of the relevant category, as well as upon transferring control of the vehicle to a person in a state of intoxication with alcohol, drugs or toxic substances or having no driving licence of the relevant category.
- 2.3. The Insurer shall be released from liability to pay the insurance indemnity when:
  - 2.3.1. the Insured Event occurred as a result of any wilful act of the Insured except for cases when the wilful act or omission is of social significance (necessary defence, performance of a civic duty etc.);
  - 2.3.2. the Insured Event occurred as a result of military actions, mass disturbances (strikes, riots, etc.) or impact of radioactive radiation. This exclusion shall not apply during the first 14 (fourteen) days from the start of military actions (except for large-scale wars), provided that the Insured had started his/her journey prior to the start of the actions and that he/she has not taken part in such actions;
  - 2.3.3. an Insured person is actively involved in the activities of war, invasion, foreign enemy action, military action (whether declared war or not), civil war, insurrection, revolution, rebellion, civil unrest, riot or terrorist acts;
  - 2.3.4. the Insured person is engaged in criminal activity;
  - 2.3.5. the Damage arose due to the Insured’s failure to take reasonable measures available to him/her in order to reduce or avoid the Damage;
  - 2.3.6. the Insured event is caused by any use, launch or threat of a nuclear, radioactive, chemical or biological weapon or instrument (bomb).
  - 2.3.7. expenses incurred more than 12 months after the date the first expense was incurred.

**In case of accident**

At your first availability please notify OPS International, UAB or ask another person related to you to notify us using contact details listed below:

- Telephone: +370 52 790860
- E-mail: claims@ops24.eu
- Internet: www.eclaims.eu

**3. Sum Insured and Limits**

- 3.1. The Insured shall be covered as follows depending on the option applicable to the Cardholder:

**Mastercard Gold**

Insurance cover	Sum insured each and every event, single card
Medical expenses	250 000 €
Emergency dental treatment to alleviate pain	up to Medical expenses Sum insured
Phone costs	50 €
Repatriation	up to Medical expenses Sum insured
Accompanying person	up to 1 000 €, up to 10 days (100 € / day)

<b>Insurance cover</b>	<b>Sum insured each and every event, single card</b>
Death (accidental)	30 000 €
Disability (accidental)	30 000 €
Trip delay (over 3 hours)	Real costs, up to 300 €
Missed flight	2 000 €
Trip cancellation	2 000 €
Baggage delay (over 3 hours)	Real costs, up to 500 €
Loss of Baggage	1 000 €
Personal Liability	30 000 €
Travel documents' insurance	Real costs, up to 500 €
Terrorism cover	included
Rental Vehicle Excess Waiver	1 500 €
Validity	90 days per single trip
Territorial scope	Worldwide

### Mastercard Business

<b>Insurance cover</b>	<b>Sum insured each and every event, single card</b>
Medical expenses	250 000 €
Emergency dental treatment to alleviate pain	up to Medical expenses Sum insured
Phone costs	50 €
Repatriation	up to Medical expenses Sum insured
Accompanying person	up to 1 000 €, up to 10 days (100 € / day)
Death (accidental)	30 000 €
Disability (accidental)	30 000 €
Trip delay (over 3 hours)	Real costs, up to 300 €
Missed flight	1 000 €
Trip cancellation	1 000 €
Baggage delay (over 3 hours)	Real costs, up to 500 €
Loss of Baggage	1 000 €
Theft of the computer	600 €
Personal Liability	30 000 €
Travel documents' insurance	Real costs, up to 500 €
Terrorism cover	included
Rental Vehicle Excess Waiver	1 500 €

Insurance cover	Sum insured each and every event, single card
Validity	90 days per single trip
Territorial scope	Worldwide

- 3.2. If the Cardholder has several credit Cards issued by the Policyholder, it shall be deemed that all Cards are valid and if limit of one Card is insufficient to cover all costs, other Cards coverage is being used, however, losses for the same Insured Event is compensated once.
- 3.3. In case if the Insured is covered by the Medical Expenses and Repatriation Cover, Personal Liability, Baggage and Trip Delays Cover, Baggage Loss Cover, Loss of Travel Documents Cover, Trip Cancellation and Disruption Cover, Rental Vehicle Excess Waiver:
  - 3.3.1. if the Family Members travel together with the Cardholder, the Insurer shall indemnify for the Damage, within the limits of the Sum Insured, irrespective of the number of the Insured and affected persons;
  - 3.3.2. if the Family Members travel together with the Cardholder and the Sum Insured is not sufficient for the indemnification for the Damage, the insurance indemnity shall be paid, within the limits of the Sum Insured, in proportion to the number of the persons affected;
  - 3.3.3. if several Cardholders travel together and they are the Family Members, the Insurer shall indemnify for the Damage, within the limits of the total Sum Insured applicable to all the Cardholders, irrespective of the number of the Insured and affected persons.
- 3.4. In case of the Accidental Death and/or Disability and/or Injuries:
  - 3.4.1. if the Family Members travel together with the Cardholder, in case of the occurrence of an Insured Event it shall be deemed that the Sum Insured is allocated in proportion to the number of affected persons;
  - 3.4.2. if several Cardholders travel together and they are Family Members, in case of the occurrence of an Insured Event it shall be deemed that the total Sum Insured applicable to all the Cardholders is allocated in proportion to the number of affected persons.

#### 4. Validity of the Insurance Cover

- 4.1. The Insurance Cover shall be valid Abroad;
  - 4.1.1. For Mastercard Standard Credit card holder insurance coverage is valid in Lithuania or other place of residence. While travelling Abroad insurance cover is also valid for family members.
- 4.2. The Insurance Cover shall be valid 90 calendar days per trip starting from the beginning of the trip (the number of trips being unlimited).
  - 4.2.1. For Mastercard Standard Credit card holder Insurance Cover shall be valid 90 calendar days per trip starting from the beginning of the trip (the number of trips being unlimited) during travel; otherwise unlimited during insurance period.
- 4.3. The Insurance Cover shall be valid only provided that the Card is active.
- 4.4. The Insurance Cover shall be valid to Insured in the same extent as to Cardholder, with which they are travelling together.

#### 5. Responsibilities of the Insured

- 5.1. In case of the occurrence of an Insured Event, the Insured shall report the Insured Event to the Insurer not later than within 15 calendar days after his/her return to the permanent place of residence.
- 5.2. In case of the occurrence of an Insured Event, the Insured or his/her representative approaching the Insurer shall specify the first name, surname, and personal ID number of the Cardholder.
- 5.3. If the person guilty for the Insured Event and/or the person affected by the Insured Event is a Family Member, the Cardholder shall prove that fact (by providing the marriage certificate, the child's birth certificate, the partnership registration document, a statement of the common declared residence, a statement from the Residents' Register Service under the Ministry of the Interior of the Insured person's family situation, etc.).
- 5.4. The Insured or his/her representative shall submit, not later than within 30 calendar days from the occurrence of an Insured Event, documents proving the Insured Event (depending on its type):
  - 5.4.1. a report in the form set by the Insurer stating the date and character of the Insured Event;

- 5.4.2. medical documents issued by a healthcare establishment and documents proving the fact of payment;
- 5.4.3. in case of death of the Insured – the death certificate (copy) and documents proving the costs of carriage or funeral (cremation) Abroad;
- 5.4.4. in case of disability of the Insured - documentary evidence of disability, working capacity or special needs (degree thereof) issued by a competent authority;
- 5.4.5. travel ticket (copy);
- 5.4.6. baggage receipt-ticket (copy);
- 5.4.7. boarding pass (copy);
- 5.4.8. written confirmation issued by the carrier;
- 5.4.9. certificate issued by the police or another competent authority;
- 5.4.10. provide documents supporting the amount of Damage (Travel tickets, Travel ticket exchange statement, hotel rental, etc.), as well as statements from the Agencies, Carriers on repaid (or refundable) part of Travel price for the unused Travel;
- 5.4.11. other documents proving the Insured Event and documents required for the determination of the amount of Damages.
- 5.5. In case of the occurrence of an Insured Event, the Insured shall take reasonable measures available to him/her in order to reduce potential Damage following instructions of the Insurer if such instructions were given to the Insured.
- 5.6. The Insured or a person authorised by him/her shall cooperate with the Insurer in establishing the circumstances of the Insured Event, present to the Insurer any relevant documents which are or must be available to him/her, and fulfil any lawful requirements of the Insurer following the principles of reasonableness and economic feasibility.
- 5.7. Provide to the Insurer authorization to obtain from the third parties (doctors, hospitals, health services, etc.) and State authorities information about past, current and before Insurance Cover commencement existing diseases, the consequences of Accidents or acquired deficiencies of the body, as well as information about valid insurance policies with other Insurers.
- 5.8. The Insured or a person authorised by him/her shall assist the Insurer in exercising the right of regress and furnish the Insurer with any known information about the person responsible for the Damage.
- 5.9. Should it come to light that no insurance indemnity was due (or could be reduced) under the provisions of the Travel Insurance Terms and Conditions, the Insured shall, at the Insurer's request, within 30 calendar days, repay the insurance indemnity (or any excessive amount) paid by the Insurer except for cases established by the law.
- 5.10. The Cardholder or a person authorised by him/her shall immediately give the Insurer a written notice of any change in the Cardholder's first name, surname, address, telephone number or any other particulars provided for in the Card agreement. Otherwise, any notices by the Policyholder and/or the Insurer sent to the previous address of the Cardholder shall be deemed to have been duly dispatched.
- 5.11. In case of the occurrence of an Insured Event referred to in Clause 21 of these Travel Insurance Terms and Conditions, the Insured shall notify the Insurer (or its representative) and obtain the Insurer's prior consent to the estimated amount of the necessary and reasonable legal expenses.
- 5.12. Any loss of Baggage not through the fault of the carrier shall be immediately reported to the police.
- 5.13. Any expenses incurred for inpatient treatment and repatriation must be pre-approved by the Insurer (Medical assistance company).

## 6. Insurance Indemnity and the Procedure and Terms for the Calculation and Payment thereof

- 6.1. An advance payment of the insurance indemnity or the insurance indemnity shall be paid to the Beneficiary.
- 6.2. The Insurer shall indemnify the Insured for the necessary expenses incurred in relation to reducing the Damage or following the Insurer's instructions irrespective of whether the measures taken have yielded positive results or not. Such expenses shall be indemnified in proportion to the ratio between the Sum Insured and the Insured value irrespective of whether the total amount of the expenses and the Damage exceed the Sum Insured or not.
- 6.3. The insurance indemnity shall be reduced or not paid at all when:
  - 6.3.1. the Insurer has the right to refuse to pay the insurance indemnity or to reduce it under the provisions of Sub-Clause 6.8 of the Travel Insurance Terms and Conditions if the Insured is in material breach of any of the obligations specified in Clause 5 hereof;
  - 6.3.2. the Insured attempts to mislead the Insurer by forging facts that are of importance for establishing the causes of the Insured Event and/or the amount of the insurance indemnity;
  - 6.3.3. the Damages or any part thereof have been indemnified by a person responsible for the Damage;

in such a case the insurance indemnity shall be paid upon deduction of the amount received by the Insured from such person.

- 6.3.4. The insurance benefit could be reduced or not paid, if the Insured has waived a claim to a person who is responsible for the Damage or if this right of claim can no longer be implemented due to the Insured's fault.
- 6.4. The Insurer must apply all necessary efforts in order to investigate circumstances required to establish the fact and consequences of the Insured Event and the amount of the insurance indemnity. The insurance indemnity must be paid not later than within 30 calendar days from the day when all information and documents relevant to the establishment of the fact, circumstances and consequences of the Insured Event and the amount of the insurance indemnity are received.
- 6.5. The Insurer shall not be entitled to pay the insurance indemnity or to refuse to pay it without satisfying itself that the Insured Event has actually occurred and without verifying all the information available to the Insurer.
- 6.6. The Insurer must prove the circumstances releasing it from the liability to pay the insurance indemnity or entitling it to reduction of the insurance indemnity.
- 6.7. In case of disagreement on the amount of the insurance indemnity between the Insured and the Insurer upon the occurrence of an Insured Event, the Insurer shall pay, at the Insured's request, an amount equal to the undisputable amount of the insurance indemnity in case when the process of the determination of the exact amount of the insurance indemnity lasts longer than 3 months.
- 6.8. In the event of refusing to pay the insurance indemnity or reducing the insurance indemnity due to the violation of these Travel Insurance Terms and Conditions by the Insured, the Insurer must take account of the guilt of the Insured, severity of the violation of the Travel Insurance Terms and Conditions, the causal relationship between the violation and the Insured Event, and the scope of the Damage arising from the violation.
- 6.9. In the event of refusing to pay or reducing the insurance indemnity, the Insurer shall furnish the Insured, the Beneficiary or the affected third party with a detailed and well-founded explanation of the reasons for such decision. If the insurance indemnity is not paid within 30 calendar days from the date of the notice of the Insured Event, the Insurer shall inform the Insured/Beneficiary in writing about the course of the investigation of the Insured Event.
- 6.10. If the Insured is entitled to insurance benefits under the insurance agreements concluded with other Insurers, insurance benefit shall be paid by each Insurer in proportion, not exceeding the total amount of Damage with the exception of insurance benefits for Accidents during travel Abroad.

## 7. Other Agreements

- 7.1. In case of a dispute over these Travel Insurance Terms and Conditions between the Insurer and/or the Policyholder and/or the Insured, the parties shall settle the dispute by means of negotiations in good faith. Should the parties fail to settle the dispute by means of negotiations within a reasonable term, each of the parties would have the right to go to court. Disputes shall be settled in courts of the Lithuania according to the procedure established by the law.
- 7.2. In cases not covered by these Travel Insurance Terms and Conditions, the parties shall follow the effective laws and other legal acts of Lithuania.
- 7.3. Any notice sent by a letter to an address of the party provided in writing by such party shall be deemed to have been received by the other party on the 5th (fifth) calendar day from the date of the service of the letter to the post service.
- 7.4. These Travel Insurance Terms and Conditions valid from 1st of January, 2024.

## 8. Complaints Handling Procedure

**Any complaint should be addressed in the first instance to the Insurer's Coverholder in Lithuania:**

Kristina Penkaitienė, CEO  
 Baltic Underwriting Agency, AB (BUNDA)  
 Kestucio str. 59, Vilnius 08124, Lithuania  
 info@bunda.eu

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being received. A decision on your complaint will be provided to you, in writing, within 15 (fifteen) working days of the complaint being received.

Should you remain dissatisfied with the final response or if you have not received a final response within 15 (fifteen) working days (as applicable) of the complaint being received, you may be eligible to refer your complaint to the Bank of Lithuania. The contact details are as follows:

**Bank of Lithuania. Supervision Service.**

Totorių str. 4, LT-01121 Vilnius, Lithuania

T +370 5 268 0029

F +370 5 268 0038

info@lb.lt

www.lb.lt/consumer\_protection

**The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.**

## Section II. Medical expenses and repatriation cover

### 9. Terms and Definitions

- 9.1. **Medical Expenses** – reasonable and necessary expenses for medical aid as certified by financial and medical documents, incurred due to unexpected Acute health disorder or an Accident.
- 9.2. **Repatriation Expenses** – expenses for the transportation of the Insured from Abroad to the place of his /her permanent residence for further treatment or for the transportation of the remains of the Insured.

### 10. Object of Insurance

- 10.1. Object of insurance – the property interests of the Insured related to medical expenses and/or repatriation of the Insured due to an Insured Event.
- 10.2. This Section “Medical Expenses and Repatriation Cover” shall be secondary to the compulsory health insurance system. However, if the Insured approaches the Insurer for the indemnification for the Damage under these Travel Insurance Terms and Conditions, the Insurer shall indemnify for the Damage hereunder, after which the Insurer acquires the right of regress to the compulsory health insurance system.

### 11. Events Insured

- 11.1. Insured Event – unexpected changes in the health condition of the Insured taking place Abroad during the term of the insurance cover, which necessitate provision of medical aid and/or repatriation of the Insured, except for Non-insured Events.

### 12. Non-Insured Events

**No insurance indemnity shall be paid in the following cases:**

- 12.1. poisoning of the Insured, for the purposes of wilful intoxication, with alcohol, narcotic and/or chemical toxic substances or medicines not prescribed by a licensed doctor;
- 12.2. events which took place during the term of the insurance cover but which were not documented by a healthcare establishment based on objectively observed indications;
- 12.3. events referred to the Clause 2 of these Travel Insurance Terms and Conditions.

### 13. Expenses not Subject to Indemnification

**The Insurer shall not indemnify for any expenses related to:**



- 13.1. treatment and diagnostics of diseases which were known or had started prior to the trip Abroad (irrespective of whether they were treated or not), except for sudden attacks and/or exacerbation of the disease posing a threat to life of the Insured;
- 13.2. oncologic diseases and disorders, their diagnostics and treatment irrespective of the stage of the disease;
- 13.3. mental illness and diseases of the nervous system, reactive conditions, mental traumas;
- 13.4. consultations and examinations related to pregnancy irrespective of the term, childbirth, postnatal complications, postnatal care for the born babies, termination of pregnancy for reasons other than the Insured Event, and any diseases related to pregnancy, termination of pregnancy and childbirth except Accidents;
- 13.5. diagnostics and treatment of sexually transmitted diseases and health disorders resulting from such diseases;
- 13.6. injury, illness or death of the Insured if this is related to the human immunodeficiency viral infection (HIV including AIDS as well as any related mutational changes or variations);
- 13.7. plastic and aesthetic surgery and prosthetic procedures (including dental and eye prosthetic procedures);
- 13.8. odontological treatment except for expenses for relieving toothache and for the elimination of source of toothache or dental injury up to the amounts specified in Sub-Clause 3.1 of these Travel Insurance Terms and Conditions, depending on Card type;
- 13.9. treatment at sanatoriums, recreation homes and similar establishments;
- 13.10. disinfection, prophylactic vaccination, medical expert examination and laboratory tests not related to the Insured Event;
- 13.11. purchase of foodstuffs, vitamins, microelements, natural products, contraceptives or other similar aids or preparations;
- 13.12. treatment received not Abroad;
- 13.13. eye tests in case of worsening eyesight, purchase of glasses and/or contact lenses due to worsening eyesight;
- 13.14. loss of organs (their functions) due to congenital or acquired deficiencies in the body, injuries caused by disease seizures (e.g. epilepsy), treatment of those diseases and consequences of their caused trauma;
- 13.15. expenses for further treatment when the Insured refuses to return from Abroad if, in the opinion of the Insurer and medical doctors, the health condition of the Insured allows this and this is purposeful.

## 14. Insurance Indemnity

### The Insurer shall pay, within the limits of the Sum Insured:

- 14.1. expenses for the necessary medical aid at an outpatient and/or inpatient healthcare establishment;
- 14.2. expenses for medicines, bandaging and fixation materials prescribed by a medical doctor and necessary for the Insured's treatment;
- 14.3. expenses for urgent odontological aid up to the amounts referred to in Sub-Clause 3.1 of the Travel Insurance Terms and Conditions depending on Card type;
- 14.4. expenses for phone calls related to the insured Medical Expenses and Repatriation event up to the amounts referred to in Sub-Clause 3.1 of the Travel Insurance Terms and Conditions depending on Card type;
- 14.5. expenses for urgent transportation by special-purpose vehicles;
- 14.6. expenses for phone calls up to the amounts referred to in Sub-Clause 3.1 of the Travel Insurance Terms and Conditions depending on Card type;
- 14.7. indispensable repatriation expenses;
- 14.8. reasonable hotel expenses and additional expenses related to returning from Abroad incurred in relation to the Insured and/or one accompanying person, who had to stay or travel with the Insured due to the Insured's health condition as recommended in writing by the medical doctor treating the Insured up to the amounts referred to in Sub-Clause 3.1 of the Travel Insurance Terms and Conditions depending on Card type. A decision on the necessity for an accompanying person shall be adopted by the attending medical doctor and experts appointed by the Insurer or by a representative authorised by the Insurer;
- 14.9. reasonable travel and hotel expenses related to one close person's travelling to the Insured and returning back if, in the opinion of the attending medical doctor, there is a threat to the Insured's life due to an Accident or disease during travelling. The visit of a close person to the Insured shall be agreed upon in advance with experts appointed by the Insurer or by a representative authorised by the Insurer;

- 14.10. treatment expenses shall always be covered in the first instance.
- 14.11. Reimbursement of medical expenses shall be primarily subject to the compulsory health insurance system shall be applied first. The insurer shall, in accordance with. Under the conditions of the present insurance terms and conditions, the Insurer shall reimburse the cost of treatment expenses which are not reimbursable by the compulsory health insurance system or in case they does not actually reimburse within the statutory time limits. In case the Insurer, based on the present Insurance Terms and Conditions, reimburses the cost of treatment expenses which the compulsory health insurance system had to be reimburse but were not reimbursed by the compulsory health insurance system, the Insurer shall be entitled to recover demand the amounts paid from the compulsory health insurance system.
- 14.12. If the Insured Event related costs exceed the amount of Insurance, treatment, repatriation, assistance and other costs shall be reimbursed in order of priority. Costs exceeding the amount of Insurance shall be reimbursed by the Insured.

## 15. Documents related to the Accident

**The Insured or his/her representative shall provide the Insurer with the following documents confirming the Insured Event:**

- 15.1. Patient documents and original invoices provided by medical institutions. These documents shall provide with the following information: Insured's full name, description of medical services provided on the day of the Insured Event and the total cost of services rendered;
- 15.2. At the event of death of the Insured, a notarized death certificate or original certificate, original invoices of a transported corps or cremation Abroad.

## Section III. Accidental death and disability cover

### 16. Object of Insurance

- 16.1. Object of insurance – the property interests of the Insured related to the Accidents.

### 17. Events Insured

- 17.1. Insured Event – the Accident taking place Abroad during the term of the Insurance Cover, except for Non-Insured Events.

### 18. Non-Insured Events

**No insurance indemnity shall be paid in the following cases:**

- 18.1. The Insured Person commits a suicide or attempts to commit a suicide.
- 18.2. An accident is intentionally caused by the Insured Person or other persons at the request of the Insured Person.
- 18.3. The Insured Person takes part in a fight or initiates it (except where such actions are socially valuable (self-defense, necessity, and the limits of those are not overstepped, performance of civic duties) or the use of physical power is directly related to the performance of official duties (except for cases as set forth in clause 18.4)).
- 18.4. The insured person is on compulsory or alternative military service in the army or in any other similar formation.
- 18.5. The Insured Person uses alcohol, toxic, narcotic or other psychoactive substances or takes potent drugs without the relevant medical prescription; this clause shall apply where there is a direct causal relationship between the said circumstances and the occurrence of an accident.
- 18.6. After the Accident, the Insured Person avoids to undergo a test for the presence of alcohol or other substances, if circumstances set forth in clause 18.5. had or could have a direct causal relationship between the said circumstances and the occurrence of an accident.
- 18.7. The Insured Person operates a motor vehicle without the right to drive the respective vehicle or being under the influence of alcohol (blood alcohol concentration exceeds the permissible limit fixed in the

- legislation of the country where the vehicle was driven), narcotic or toxic substances; this clause shall apply where there is a direct causal relationship between the said circumstances and the occurrence of an accident.
- 18.8. The Insured Person gives control of a motor vehicle to a person who has no right to drive the respective vehicle or who is under the influence of alcohol (blood alcohol concentration exceeds the permissible limit fixed in the legislation of the country where the vehicle was driven), narcotic or toxic substances, as well as cases when the Insured Person knowingly (being aware or supposed to be aware) travels in a motor vehicle driven by a person who has no right to drive the respective vehicle or who is under the influence of alcohol (blood alcohol concentration exceeds the permissible limit fixed in the legislation of the country where the vehicle was driven), narcotic or toxic substances; this clause shall apply where there is a direct causal relationship between the said circumstances and the occurrence of an accident.
- 18.9. The Insured Person fails to observe a treatment regimen or medical recommendations following the occurrence of the insured event.
- 18.10. The Insured Person was injured as a result of spinal disc herniation, abdominal or abdominal cavity hernias caused by physical exertion (including load lifting).
- 18.11. Surgical scars as a result of a critical illness, other illness or disease.
- 18.12. The accident results from nuclear reaction, nuclear radiation, radioactive contamination, war, military training actions, declaration of the state of war or emergency, a revolution, rebellion, revolt, riot, mass unrest, sabotage.
- 18.13. The accident occurs during the Insured Person's increased-risk leisure activities (as described in more detail in these Terms).
- 18.14. The accident occurs due to congenital, chronic or degenerative diseases, congenital or acquired physical defects, except for physical defects caused by another insured event during the term of the insurance contract.
- 18.15. The accident occurs as a result of acts of the Insured Person declared by a court or another competent authority or officer to be an intentional criminal offence subject to criminal liability of the Insured Person.
- 18.16. The accident occurs during the effective period of penal sanctions, procedural coercive measures (sentences, provisional and other measures) imposed on the Insured Person (including detention operations and time spent in a custodial institution etc.).
- 18.17. The accident, a health disorder or death of the Insured Person is caused by diseases or disease-induced seizures (e.g. diabetes, epilepsy or convulsions of the whole body, diseases inducing loss of consciousness).
- 18.18. The accident is caused by mental reactions (affective state), mental trauma, illness or any other mental disorder
- 18.19. Health disorder or death of the Insured Person is caused as a result of snakebite, animal or insect bites and/or stings infectious disease.
- 18.20. Insured Person's injuries related to un-prescribed medical treatment and/or treatment not recognized by official medicine.
- 18.21. The accident, a health disorder or death of the Insured Person occurs as a result of surgery, treatment or other medical procedures, except where such procedures are performed to treat health disorders caused by an insured event.
- 18.22. A court declares the Insured Person missing.
- 18.23. A court declares the Insured Person dead, except for the cases deemed to be insured events under these Terms.
- 18.24. Death as a result of sickness.
- 18.25. This insurance does not cover claims in any way caused or contributed to by: nuclear reaction, nuclear radiation or radioactive contamination.
- 18.26. This insurance does not cover any claim(s) in any way caused by an act involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.
- 18.27. If the Underwriters allege that by reasons of this exclusion any claim is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
- 18.28. Superior force (force majeure):
- 18.28.1. The parties to the insurance contract shall be exempted from liability for non-performance of the insurance contract if the party concerned proves that the non-performance was due to the circumstances which were beyond its control and could not have been reasonably expected by it at the time of the conclusion of the contract, and the arising of such circumstances or consequences thereof could not be prevented. A superior force (force majeure) shall not include such circumstances as the lack of the necessary financial resources on the part of the party, or violation by policyholder contrahents of their own obligations in respect of the Policyholder and the resulting failure by the latter to perform his obligations under the insurance contract.

- 18.28.2. Where the impedimental circumstance is temporary, the non-performing party of the insurance contract shall be exempted from liability only for such a period which is reasonable taking in regard the effect of that impedimental circumstance on the performance of the contract.
- 18.28.3. The party failing, whether now in the future, to perform any of its obligations under the insurance contract shall be obliged to inform the other party in writing about the impedimental circumstances within 14 days from the occurrence of force majeure, concurrently indicating the obligations that are or will be not performed. The provisions of this Article shall not deprive the other party to the insurance contract of exercising the right to dissolve the contract, or to suspend its performance, or to require interest due.
- 18.28.4. Where force majeure circumstances last for a period exceeding 2 months, the insurance contract shall cease in any case.
- 18.29. an event referred to the Clause 2 of these Travel Insurance Terms and Conditions.

## 19. Insurance Indemnity

- 19.1. In case of death of the Insured due to the Accident within one year from the date of the occurrence of the Insured Event, an insurance indemnity amounting to 100 % of the Sum Insured shall be paid. In case if insurance indemnities have already been paid for the same Accident which was the cause of death of the Insured, the amounts of such indemnities shall be deducted from the insurance indemnity payable.
- 19.2. The amount of the insurance indemnity payable due to the Accident shall be determined according to Clause 19 of these Travel Insurance Terms and Conditions.

## 20. Indemnity Calculation

- 20.1. This insurance shall only cover disability directly caused by an Insured Event (Personal Accident) where, based on the bodily injuries sustained as a result of the Personal Accident, a competent authority confirms:
- 20.1.1. a degree of disability of an Insured Person under 18 years of age, which may be:
- 20.1.1.1. low or
- 20.1.1.2. moderate or
- 20.1.1.3. high or
- 20.1.2. the working capacity of an Insured Person aged between 18 years and retirement age to be lower than it was before the Insured Event, i. e loss of the working capacity expressed as a percentage:
- 20.1.2.1. 100%–60% working capacity – a person capable of work or
- 20.1.2.2. 59%–30% working capacity – a person partially capable of work or
- 20.1.2.3. 29%–0% working capacity – an incapacitated person or
- 20.1.3. An Insured Person of retirement age to have special needs:
- 20.1.3.1. the special need for regular nursing or
- 20.1.3.2. the special need for regular care (assistance) or
- 20.1.3.3. the special need for compensation for vehicle acquisition costs and its technical adjustment costs or the special need for compensation for transport costs.
- 20.2. An insurance benefit shall only be paid in the event of the Insured Person's long-term or permanent disability (as defined in clauses 19.3 and 19.4 below) and only if the respective degree of disability of the Insured Person is determined by a competent authority within one year from the date of Personal Accident.
- 20.3. Long-term disability means a condition where the degree of disability, working capacity (loss of working capacity) or special needs are established for a period no shorter than 1 year.
- 20.4. Permanent disability means a condition where the degree of disability, working capacity (loss of working capacity) or special needs are established for a period no shorter than 2 years. If the Insured Person is first confirmed to have a long-term disability which is then extended, permanent disability shall mean a condition established for an uninterrupted period of at least 2 years.
- 20.5. If the Insured Person becomes disabled as a result of an Insured Event, an insurance benefit shall be paid. The amount of the insurance benefit to be paid is expressed as a percentage of the Sum Insured payable in the case of disability specified in Sub-Clause 3.1 of the Travel Insurance Terms and Conditions depending on Card type and is equal to:
- 20.5.1. Insurance benefits for Insured Persons from 18 years old to retirement age are calculated based on the degree of loss of working capacity (as a percentage):

- 20.5.1.1. In the event of permanent loss of working capacity, the insurance benefit shall be equal to a part of the Sum Insured in the case of disability equal to the lost working capacity (as a percentage), or
- 20.5.1.2. In the event of long-term incapacity for work, the insurance benefit shall be equal to a part of the Sum Insured in the case of disability equal to one-third of the lost working capacity (as a percentage). If the experts of the Insurer have no doubt about extension of long-term incapacity for work, the insurance benefit payable in the case of permanent loss of working capacity may be paid (in such a case, the insurance benefit for permanent disability shall not be paid once again);
- 20.5.2. Insurance benefits for Insured Persons up to 18 years of age shall be calculated in view of the degree of disability established:
- 20.5.2.1. The insurance benefit in the event of a low degree of disability shall be equal to 40% of the Sum Insured in the case of disability;
- 20.5.2.2. The insurance benefit in the event of a moderate degree of disability shall be equal to 70% of the Sum Insured in the case of disability;
- 20.5.2.3. The insurance benefit in the event of a high degree of disability shall be equal to 100% of the Sum Insured in the case of disability;
- 20.5.3. The insurance benefit in the event of disability of Insured Persons of retirement age shall be calculated in view of the determined special needs, provided that the special needs are established for a minimum period of 2 years (in the case of permanent disability only):
- 20.5.3.1. In the event of the special need for compensation for vehicle acquisition costs and its technical adjustment costs or the special need for compensation for transport costs, the insurance benefit is equal to 10% of the Sum Insured in the case of disability or
- 20.5.3.2. In the event of the special need for regular care (assistance), the insurance benefit is equal to 30% of the Sum Insured in the case of disability or
- 20.5.3.3. In the event of the special need for regular nursing, the insurance benefit is equal to 100% of the Sum Insured in the case of disability.
- 20.6. If the degree of disability, working capacity (loss of working capacity) or special needs determined by a competent authority raises reasonable doubts to the Insurer, the Insurer shall have the right to hire experts and/or specialists in the relevant field at its own expense and to pay the insurance benefit based on the findings of the experts and/or specialists regarding the degree of disability, working capacity (loss of working capacity) or special needs of the Insured Person.
- 20.7. The insurance benefit shall be paid in view of the established degree of disability, working capacity (loss of working capacity) or special needs of the Insured Person as at the date of payment of the insurance benefit (provided that the disability is due to an Insured Event).
- 20.8. Where disability (a degree of disability or loss of working capacity) of the Insured Person was already established prior to the Insured Event and the degree of disability has increased as a result of the Insured Event, the insurance benefit shall be calculated based on the difference between the degree of disability or the degree of loss of working capacity as a percentage before and after the Insured Event.
- 20.9. Where any special needs of an Insured Person of retirement age are established prior to the Insured Event, no disability insurance benefit shall be paid to such a person.
- 20.10. Disability for the Insured Person shall be established no less than 6 months and no more than 12 months from the date of the Accident. If disability raises no doubt, the Insurer shall have the right to pay the insurance benefit before the established deadline (in this case, the insurance benefit for the established disability will not be paid once again afterwards).

## Section IV. Personal liability cover

The General Terms and Conditions (Section I) shall apply to this Section (Personal Liability Cover) to the extent to which they do not contradict the provisions of this Section. The provisions of Clause 2 of the General Terms and Conditions (Section I) shall not apply to this Section (Personal Liability Cover), except for the grounds for release from payment of the insurance indemnity as stated in Sub-Clause 2.3.

### 21. Terms and Definitions

- 21.1. **Damage** – destruction of or Damage to tangible property of a third party or bodily injury of a third party (including death), non-property Damage and related costs, and lost income, which would have been received by the person had no Damage been done to the property and/or person by the Insured.
- 21.2. **Damages** – the Damage expressed in monetary terms plus reasonable expenses for the determination of civil liability and amount of the Damage as well as for the recovery of losses on out-of-court basis.
- 21.3. **Beneficiary** – affected third party.

## 22. Object of Insurance

- 22.1. Object of insurance – the property interests of the Insured related to civil liability arising from ordinary actions of the Insured as a natural person, whereby the Damage has been inflicted on third parties.
- 22.2. The object of insurance shall also include civil liability of the Insured for Damage arising from wilful actions taken by the Insured's children under 12 years of age.
- 22.3. The object of insurance shall also include unlawful negligent actions by the Insured while staying Abroad and the related indispensable and reasonable legal expenses within the limits of the Sum Insured.

## 23. Events Insured

### Events Insured include:

- 23.1. a claim against the Insured for indemnification for the Damage inflicted Abroad filed during the term of validity of the insurance cover including cases where the Damage has been done in an embassy of the Insured's person Home country Abroad or on board ship or aircraft registered in the Insured's Home country and bound for Abroad;
- 23.2. unlawful negligent actions by the Insured while staying Abroad, as a result of which the Insured incurs indispensable and reasonable legal expenses.

## 24. Non-insured Events

- 24.1. The Insurer shall be released from liability for the payment of the insurance indemnity on the grounds for release from liability as stated in Sub-Clause 2.3 of General Terms and Conditions (Section I), except the events, when Damage to the third party's health (including death) had been made due to guilt of responsible person.
- 24.2. Civil liability for the Damage shall not be covered if the Damage:
  - 24.2.1. was done to the Insured himself /herself;
  - 24.2.2. arose from actions of the Insured as a professional participating in a competition and was inflicted upon other participant in such competition;
  - 24.2.3. arose during hunting or target-shooting;
  - 24.2.4. arose due to improper execution or non-execution of a contract (contractual liability). Where the liability for the Damage under the contract is higher than that under the law without a contract, the insurance cover shall be valid to the extent of the liability arising under the law without a contract;
  - 24.2.5. is related to the control, use, loading and unloading of vehicles (the term "vehicle" means a mechanism designed for the carriage of people and/or cargoes; vehicles also include tractors and other self-propelled mechanisms and aircraft) except for the liability related to the control and use of such land vehicles as bicycles, motorbikes and four-wheel motorcycles as well as such water vehicles as water motorcycles and such non-self-propelled vessels as yachts up to 80 gross register tonnage, sailboats, kayaks, canoes, rubber boats up to 130 kg carrying capacity, tourist floaters, floating cottages, water bicycles;
  - 24.2.6. related to full or partial loss, destruction, Damage, losing or loss of opportunity to use property of third party who is a natural person, which was leased, as of the moment of arising of the Damage, by the Insured from such natural person;
  - 24.2.7. to money, securities, bars, schlichs, nuggets, semi-finished pieces of industrial or laboratory purpose, and articles of precious metals (gold, platinum, silver), diamonds, jewellery and other household articles of gold, silver, platinum and metals of platinum group, gemstones, pearls as well as scrap thereof, works of art, antiques, articles having numismatic, sphragistic, heraldic or philatelic value, orders or medals or collections or sets thereof or other formations thereof having artistic, historical or another cultural value;
  - 24.2.8. the Insured was wilfully intoxicated with alcohol, narcotic, toxic or other psychotropic substances or took medicines of strong action without a medical doctor's prescription, and this has a causal relationship with the causing of the Damage to third parties;
  - 24.2.9. arising directly or indirectly from or due to Employers liability, contractual liability, or liability to a member of an Insured Person's family, or travelling companion;
  - 24.2.10. arising directly or indirectly from or due to pollution or contamination;
  - 24.2.11. arising directly or indirectly from or due to passing on an infectious disease.

## 25. Insurance Indemnity

- 25.1. Losses incurred by a third party shall be indemnified for within the limits of the Sum Insured. Losses shall be indemnified for by paying to the third party the insurance indemnity, the amount of which shall be determined according to legal acts governing civil liability.
- 25.2. The Insurer shall also indemnify, within the limits of the Sum Insured, for expenses related to the consideration of and replies to the claim; however, the amount of claim shall be paid in the first instance.
- 25.3. The Insurer shall undertake to pay the indispensable and reasonable legal expenses related to negligent actions by the Insured while staying Abroad.
- 25.4. If the Insured has indemnified the affected third party for the Damage, the Insurer shall pay the insurance indemnity to the Insured.
- 25.5. If the Sum Insured is smaller than the total amount of the Damage done to all affected third parties, the insurance indemnity shall be allocated to such third parties in proportion to the Damage done to each of them.
- 25.6. Where the Insured is guilty for the Damage jointly with other persons, the Insurer shall pay only the share attributable to the Insured, irrespective of whether or not the Insured has indemnified the claimant, in full or in part, for the Damage done jointly with other persons.
- 25.7. When approaching the Insurer in respect of an event, the Insured shall submit a notice stating:
  - 25.7.1. when, where and under what circumstances the event, which has resulted (or may result) in the filing of a claim, took place;
  - 25.7.2. surnames, legal names, and addresses of persons who/which have filed (or may file) a claim against the Insured;
  - 25.7.3. expected, estimated amount of Damages (claim).
- 25.8. If the amount of the civil liability claim filed by a third party exceeds the Sum Insured, the expenses referred to in Sub-Clause 6.2 of these Travel Insurance Terms and Conditions shall be indemnified for in proportion to the ratio between the Sum Insured and the civil liability claim.
- 25.9. If the Insured does not agree with the Insurer's recognition of third party claims as justified claims, reaching of an amicable agreement with third parties, or satisfaction of third party claims, the Insurer shall not pay for any additional expenses arising from such disagreement (including interest if any);
- 25.10. Extended reporting period for claims notification to Insurer is 6 months after policy expiration date.

## 26. Legal expenses not Subject to Indemnification

- 26.1. expenses to which the Insurer has not given its prior consent;
- 26.2. fines, penalties (civil, penal, administrative, and contractual) and other sanctions of similar nature;
- 26.3. legal expenses related to the actions of the Insured taken prior to the coming into effect of the insurance cover.

## Section V. Baggage and trip delays

The General Terms and Conditions (Section I) shall apply to this Section (Baggage and Trip Delays) to the extent to which they do not contradict the provisions of this Section. The provisions of Clause 2 (Non-Insured Events) of the General Terms and Conditions (Section I) shall not apply to this Section (Baggage and Trip Delays), except for the grounds for release from payment of the insurance indemnity as stated in Sub-Clause 2.3.

## 27. Object of Insurance

- 27.1. Object of insurance – the property interests of the Insured related to delays in Baggage and /or trip.

## 28. Events Insured

- 28.1. An Insured Event shall be a delay in delivering Baggage (in excess of 3 hours after the scheduled time of delivery established by the carrier) during travel that had to take place or is taking place by plane or by ship.
- 28.2. An Insured Event shall be a delay in travel which had to take place or is taking place by plane or by ship (in excess of 3 hours after the scheduled time of departure), provided that the trip was booked at least 48 hours before starting the trip.

## 29. Non-Insured Events

- 29.1. Non-insured Events shall include submission of a claim for compensation for a delay in delivering Baggage and/or in trip due to:
  - 29.1.1. strike;
  - 29.1.2. hijacking of aircraft and/or ship;
  - 29.1.3. restrictions imposed on travel by competent authorities (government closure of airspace) despite it was known or unknown to the Insured prior to purchasing the trip;
  - 29.1.4. trip was cancelled more than 4 hours prior to the departure time stated in the travel ticket.
- 29.2. Non-insured Events shall include submission of a claim for compensation for a delay in delivering Baggage due to decisions adopted by authorities (customs, police, etc.).
- 29.3. Baggage delay while the Insured was returning to the Permanent place of residence;
- 29.4. Baggage delay when the Insured was traveling without transportation agreement (travel ticket) with the Carrier;
- 29.5. The Insurer shall be released from liability for the payment of the insurance indemnity on the grounds for release from liability as stated in Sub-Clause 2.3 of the General Terms and Conditions (Section I).

## 30. Insurance Indemnity

- 30.1. Indemnity shall be paid for delay in delivering Baggage starting from the 4th (fourth) hour of delay; if Insured had costs due to Baggage delay. Costs are reimbursed up to the amount of the Sum Insured.
- 30.2. Indemnity shall be paid for postponement of trip for each postpone hour starting from the 4th (fourth) hour of delay; if Insured had actual costs due to trip delay, but not longer than until trip cancellation. Costs are reimbursed up to the amount of the Sum Insured referred to in Sub-Clause 3.1 of the Travel Insurance Terms and Conditions depending on Card type.
- 30.3. The Insured shall submit the following documents when approaching the Insurer:
  - 30.3.1. travel ticket (copy);
  - 30.3.2. baggage receipt-ticket (copy);
  - 30.3.3. boarding pass (copy);
  - 30.3.4. written confirmation by the carrier that the flight/ship trip was delayed and/or delivery of Baggage was delayed.

## Section VI. Baggage loss cover

The General Terms and Conditions (Section I) shall apply to this Section (Baggage Loss Cover) to the extent to which they do not contradict the provisions of this Section. The provisions of Clause 2 (Non-Insured Events) of the General Terms and Conditions (Section I) shall not apply to this Section (Baggage Loss Cover), except for the grounds for release from payment of the insurance indemnity as stated in Sub-Clause 2.3.

## 31. Terms and Definitions

- 31.1. **Damage to Baggage** - destruction of or Damage to or loss of Baggage belonging to the Insured, except theft.



- 31.2. **Theft** – unlawful actions by a person in order to steal, rob, take possession of or otherwise misappropriate Baggage or parts thereof, resulting in the Damage.

## 32. Object of Insurance

- 32.1. Object of insurance – the property interests of the Insured related to the Damage to Baggage including theft.
- 32.2. Expenses for the computer owned by the Insured's employer which is intended for the employee's use (Insured's), in case of theft up to the amounts referred to in Sub-Clause 3.1 of the Travel Insurance Terms and Conditions depending on Card type.
- 32.3. The Following May not Constitute the Object of Insurance:
- 32.3.1. Antiques, works of art, collections, computer software, information in data carriers.
- 32.3.2. Music instruments.
- 32.3.3. Articles containing precious metals, gemstones, semi-precious stones or other stones used for jewellery, and furs.
- 32.3.4. Money, derivative money instruments, securities, tickets, documents except for loss of a passport, personal ID card, credit card, birth certificate, driving licence, motor vehicle registration certificate, due to theft.
- 32.3.5. Tools, work equipment, goods for resale and samples of such goods.
- 32.3.6. Drawings, manuscripts, advertising or training materials, audio or video tapes, photographs, and pictures.
- 32.3.7. Any glasses, contact lenses, prostheses, and medical aids.
- 32.3.8. Land, water or air motor vehicles and parts thereof.
- 32.3.9. Foodstuffs and beverages.
- 32.3.10. Animals.

## 33. Insured Events

- 33.1. An Insured Event shall be Damage to Baggage during transportation as well as theft of Baggage during travel including return to Lithuania or Home country and/or country of permanent residence.
- 33.2. Luggage unit puncture and rupture, if the object becomes unusable.

## 34. Non-Insured Events

- 34.1. The Insurer shall not be liable for payment of insurance indemnity when:
- 34.1.1. the Damage or theft occurred in relation to objects not adapted for transportation;
- 34.1.2. the Damage arose due to internal failures of an object, i.e. not due to external impacts on the object.
- 34.2. The Insurer shall not be liable for indemnification for the Damage:
- 34.2.1. to Baggage when the Damage manifests itself as a natural wear and tear, aging or corrosion of Damage including rotting occurring through the fault of the Insured;
- 34.2.2. which manifests itself as deterioration of objects contained in the Baggage due to their contact with any other objects possessing dyeing or corrosive properties and/or spillage of a sticky substance inside the baggage;
- 34.2.3. due to theft in case the Baggage was left behind, lost or left without attendance;
- 34.2.4. when the surface of a suitcase or another outer packaging of Baggage is damaged (e.g. there are hollows, scratches, etc.); however, the usefulness of the object is not affected (the object is suitable for use according to its intended purpose);
- 34.2.5. where the Baggage is left in an unlocked vehicle.
- 34.3. The Insurer shall not reimburse expenses if the Insured did not apply for loss of Baggage in writing to the carrier and did not receive a written confirmation of the loss of Baggage within 24 hours from the factual or expected delivery of the Baggage.
- 34.4. The Insurer shall not reimburse expenses if the Insured did not apply immediately (not later than 24 hours) for the theft or robbery of the Baggage to the police.

### 35. Determination of Damages

- 35.1. An object contained in Baggage shall be deemed to have been damaged if its repairs are possible and economically feasible.
- 35.2. An object contained in Baggage shall be deemed to have been destroyed if its repairs are not possible for technical reasons or are not economically feasible. Repairs of an object shall be deemed to be not economically feasible if the indispensable cost of repairs exceeds 75% (seventy-five percent) of the cost of purchase of a similar object.
- 35.3. An object contained in Baggage shall be deemed to have been lost if it has been stolen, or when no remains of the object are left after the Insured Event.
- 35.4. Where an object has been damaged, the amount of Damages shall be equal to the amount of money necessary for the repairs of the object; however, without exceeding the amount of the Sum Insured. No depreciation of the object shall apply.
- 35.5. Where an object has been destroyed or lost, the amount of Damages shall be equal to:
- 35.5.1. for objects not older than 1 year – the cost of acquisition of new analogous object;
- 35.5.2. for objects older than 1 year – the cost of the acquisition of a new similar object less depreciation (20% (twenty percent) for each year of the use of the object).
- 35.6. In case of theft of a passport, personal ID card, birth certificate, driving licence, vehicle registration certificate, Damages shall be equal to reasonable costs of the restoration of the lost item incurred Abroad up to the amounts referred to Sub-Clause 3.1 of the Travel Insurance Terms and Conditions depending on Card type.

### 36. Insurance Indemnity

- 36.1. Insurance indemnity shall be equal to the sum of Damages incurred due to one Insured Event; however, not more than the Sum Insured in case of loss of Baggage detailed in Sub-Clause 3.1 of the Travel Insurance Terms and Conditions depending on Card type.
- 36.2. The Insurer shall have the right, having regard to Clause 36, to refuse to pay the insurance indemnity or to reduce it if the Insured is in material breach of any of his/her responsibilities referred to in Clause 36.
- 36.3. Upon payment of the insurance indemnity for a destroyed object, the Insurer shall be entitled to demand that the remains of the object are transferred to the Insurer.
- 36.4. The Insured must immediately repay the insurance indemnity for a destroyed or stolen object if the Insured refuses to transfer the remains of the object or the recovered object.

### 37. Responsibilities of the Insured

- 37.1. The Insured shall take the following precautions:
- 37.1.1. in hotels, camping sites, ships, ferries and similar places, shall leave Baggage only in locked compartments specifically designated for storage of Baggage or in a locked room;
- 37.1.2. shall not leave Baggage in unlocked places to which unauthorised persons have access, such as unlocked vehicles, semi-trailers adapted for living, semi-trailers, etc.;
- 37.1.3. Baggage shall be stored in vehicles in such a manner that it does not attract attention of other persons. This requirement shall not apply to locked roof baggage racks, baggage boxes or baskets of motorcycles, semi-trailers, etc.;
- 37.1.4. fragile or breakable objects shall be kept in the passenger compartment of the vehicle during transportation.

### 38. Additional rights and obligations of the Insured

**In addition to the obligations referred to in paragraph 6, in case of the Insured event, the Insured shall do the following:**

- 38.1. when applying to the Insurer for reimbursement of the Damage, provide with the following documents evidencing the Damage:
- 38.1.1. copy of a ticket and Baggage voucher or its copy;
- 38.1.2. the document issued by the Carrier evidencing the missing Baggage;

- 38.1.3. police clearance certificate in case of theft or robbery;
- 38.1.4. workshop certificate in case of Damage;
- 38.1.5. a list of damaged or missing items, if possible, items purchase documents;
- 38.1.6. upon request of the Insurer, other documents supporting the existence and size of the Damage.

## Section VII. Trip cancellation and disruption cover

The General Terms and Conditions (Section I) shall apply to this Section (Trip Cancellation Cover) to the extent to which they do not contradict the provisions of this Section. The provisions of Clause 2 (Non-Insured Events) of the General Terms and Conditions (Section I) shall not apply to this Section, except for the grounds for release from payment of the insurance indemnity as stated in Sub-Clause 2.3.

### 39. Terms and Definitions

- 39.1. Trip shall be deemed to have been cancelled if the Insured does not leave for travel due to the Insured Event;
- 39.2. Trip shall be deemed to have been cancelled if the Insured has to return home earlier due to Insured Event.

### 40. Object of Insurance

- 40.1. Property interests related to the cancellation of trip due to the Insured Event.

### 41. Events Insured

**An Insured Event shall mean the trip cancellation including departure from Home country and/or country of permanent residence and/ or earlier return to Home country and/or country of permanent residence due to:**

- 41.1. death, Accident or Acute disease of the Insured;
- 42.2. injury or death of children, spouse/ life partner, parents, grandparents, brothers, sisters, guardians of the Insured or of parents of the spouse/ life partner of the Insured or a life-threatening situation with respect to any such person;
- 43.3. sudden considerable Damage to the Insured's property done 7 (seven) days prior to the start of trip or during trip, as a result of which the Insured has to stay at his/her permanent place of residence;
- 44.4. damages caused by Strike action resulting in cancellation of trip or trip disruption will only be payable in the event that reimbursement of damages or rearrangement of the cancelled trip was not possible by any other means and as required by Law. No cover will be provided in relation to Trip Delay, should a trip be cancelled due to Strike action, unless such Strike action was unforeseen, unannounced, and unknown at the time of travel.

### 42. Non-Insured Events

**Non-insured Events shall include the trip cancellation or interruption due to:**

- 42.1. pregnancy, complications related to it, or childbirth except where this is related to the Accident;
- 42.2. chronic diseases or exacerbations thereof (irrespective of whether they were treated or not);
- 342.. mental or nervous disease, reactive state, metal trauma including depression;
- 42.4. suicide, attempt to commit suicide or wilful self-injury by the Insured and/or wilful Damage to property of the Insured;
- 42.5. Any pre-existing medical or dental condition, illness, injury, defect or disease (other than common colds or flu), psychological condition or mental disorder:
  - 42.5.1. for which advice or treatment (including medication), or investigation has been received or prescribed in the 12 months prior to booking your Trip; and/or

- 42.5.2. which is of a recurring or ongoing nature or any complication directly attributable to it; and/or
- 42.5.3. of which you are aware, or the symptoms of which you are aware, or could reasonably be expected to have been aware at the start of the period of insurance.
- 42.6. restrictions imposed on travel by competent authorities (government closure of airspace) despite it was known or unknown to the Insured prior to purchasing the trip;
- 42.7. an event shall be deemed to be a Non-Insured Event if it is not included in the list of Events Insured.

### 43. Determination of Damages

- 43.1. Damages caused by the trip cancellation shall be
  - 43.1.1. any irrecoverable expenses for trip and/or trip-related services paid prior to the cancellation of trip, including irrevocable obligations (such as the duty to pay trip costs after trip) except for expenses which must be paid by the carrier or other persons.
  - 43.1.2. any additionally incurred and justified transport and accommodation costs that cannot be sufficiently compensated in any other way (for example, receiving compensation from third parties: air carrier, hotel etc.) to enable you to continue your trip on your original route or if you are unable to continue your Travels and you have to return home earlier than planned.

### 44. Insurance Indemnity

- 44.1. Insurance indemnity shall be equal to the amount of the Damages up to the amounts specified in Sub-Clause 3.1 of these Travel Insurance Terms and Conditions, depending on Card type.
- 44.2. The Insured shall submit the following documents when approaching the Insurer:
  - 44.2.1. a copy of the trip agreement or a copy of trip reservation and receipt of payment for the trip;
  - 44.2.2. copies of invoices and payment receipts proving payment for actual trip and accommodation expenses.

## Section VIII. Missed flight cover

The General Terms and Conditions (Section I) shall apply to this Section (Loss of Connection Cover) to the extent to which they do not contradict the provisions of this Section. The provisions of Clause 2 (Non-Insured Events) of the General Terms and Conditions (Section I) shall not apply to this Section (Loss of Connection Cover), except for the grounds for release from payment of the insurance indemnity as stated in Sub-Clause 2.3.

### 45. Terms and Definitions

- 45.1. **Missed Flight** – being late for the departure of connecting vehicle departing according to the schedule, provided that the trip tickets forming a part of the travel package have been acquired from an entity lawfully engaged in the ticket sale activities.
- 45.2. **Vehicle** is the vehicle for passenger transportation by land, air, water or rail vehicle whose departure and (or) the return dates as well as times are known in advance (publicly available or specified in travel documents).
- 45.3. **Place of Trip** – an airport, including intermediate airport, bus station, ship port, railway station for the purpose of continuation of trip that has started in Home country or a permanent place of residence or on the way to Home country or a permanent place of residence.

### 46. Object of Insurance

- 46.1.. Property interests related to the Insured’s being late to the Place of Trip.

## 47. Insured Events

- 47.1. An Insured Event shall mean the Insured's being late to the Place of Trip due to an Accident of vehicle which is being used for reaching the point of departure and/or weather conditions under which further travelling of the Insured is not possible or delayed more than 2 hours, and / or Trip delay more than 2 hours due to Carrier's fault, including departure from Home country and/or the country of the permanent place of residence.

## 48. Non-Insured Events

- 48.1. Delayed departure due to poorly planned travel schedule, where account is not taken of the time reasonably necessary in case of a connected journey (e. g. connected flights) and normal weather conditions;
- 48.2. Delayed departure due to travel restrictions imposed by competent authorities, strike or another circumstances which were or had to be known to the Insured prior to purchasing the trip;

## 49. Determination of Damages

- 49.1. Damages are Insured's costs related to the use of another (alternative) Vehicle (change of the ticket into another one or expenses of the purchase of a new ticket); and/or
- 49.2. Actual additional accommodation and living expenses (no more than 150 € per day for a period not exceeding 2 (two) days) which occurred to the Insured by trying to reach the Travel destination;
- 49.3. Actual accommodation and living expenses and/or public transportation costs, which occurred to the Insured if Insured didn't reach the Travel destination on time (not more than 150 € per day for a period not exceeding 2 (two) days).

## 50. Insurance Indemnity

- 50.1. Insurance indemnity shall be equal to the amount of the Damages but no more than stated in Sub-Clause 3.1 of the Travel Insurance Terms and Conditions depending on Card type.

## Section IX. Rental vehicle excess waiver

### 51. Insurance validity

- 51.1. The insurance covers losses, up to the sum insured, for rental vehicles rented by the insured person.
- 51.2. If the insured person's rental vehicle rented from an authorized rental company or agency during a trip suffers material damage or is stolen, for which the insured person in accordance to the valid rental agreement is liable for, the insurance will cover the expenses in accordance with the liability shown on the rental agreement, up to the sum insured.

### 52. Insurance coverage applies only to these cars:

- 52.1. land vehicles with a maximum permissible mass not exceeding 3 500 kg;
- 52.2. which were registered with the car registry office of the country where the car hire company operates;
- 52.3. licensed by a car hire company licensed in the country where it operates and whose principal activity is car hire.

## 53. Exclusions

- 53.1. If the third-party vehicle is liable for damage to the rented car and the compensation is compensated by third-party's vehicle liability insurer, no losses are compensated additionally.
- 53.2. No compensation will be paid:
  - 53.2.1. for damage to rental vehicles
  - 53.2.2. for expenses to the extent that they are, waived or paid by the rental company or its insurers or any other party
  - 53.2.3. for loss of bonus, or any other indirect loss
  - 53.2.4. for business interruption or cost of replacement vehicle or other replacement transportation
  - 53.2.5. for losses essentially attributable to the insured person's consumption of illegal narcotics
  - 53.2.6. for driving any kind of vehicle while the alcohol level or drug level in the insured person's blood is higher than the legal limit of the country where the incident occurs
  - 53.2.7. for operation of the rental vehicle not in accordance with the terms of the rental agreement or by persons who are not named as the driver on the rental agreement
  - 53.2.8. for operation of a rental vehicle by any person who do not have a valid driving license
  - 53.2.9. for operation of rental vehicle by any person who is not insured under this insurance
  - 53.2.10. for damage caused by wear and tear, gradual deterioration or resulting from manufacturing or design defects
  - 53.2.11. for damage caused in the interior of the vehicle which is not the consequence of theft or a traffic accident
  - 53.2.12. for losses occurring from driving whilst not on a public road.