



Luminor

# “Luminor Bank” individual travel insurance terms and conditions for Mastercard Platinum credit card users

No. 941-1805



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### Insured Events and Sums Insured

#### Mastercard Platinum credit card programme

Insurance risks and limits	Sum Insured (EUR) in case of one event per Person
<b>Medical expenses</b>	<b>500 000</b>
Limit for medical transport to the Country of Permanent Residence	500 000
Limit for medical transport	500 000
Limit for Repatriation in case of an illness/ death	500 000
Limit for dental treatment expenses	500
Limit for expenses for purchasing medicines	500
Limit for phone call expenses	50
Limit for daily allowance	20 (per day)
<b>Accident having led to a disability or death</b>	<b>60 000</b>
<b>Civil liability of a person</b>	<b>100 000</b>
<b>Legal aid</b>	<b>1 000</b>
<b>Baggage delay</b>	<b>750</b>
4 hours to 21 days	750
<b>Baggage loss or damage</b>	<b>2 000</b>
<b>Baggage theft</b>	<b>2 000</b>
<b>Flight delay or cancellation</b>	<b>750</b>
<b>Trip cancellation or termination</b>	<b>2 000</b> (Unconditional deductible 15 %)
<b>Travel delay and loss of connection insurance</b>	<b>2 000</b>

Table 2

### Insurance coverage validity engaging in recreational sports / physical activity

**INSURANCE COVERAGE SHALL NOT BE PROVIDED FOR PROFESSIONAL SPORTS AND PARTICIPATION IN ALL TYPES OF COMPETITIONS.**

Aerobics, body fitness, gym workout, yoga, dancing, swimming, jogging, biking, skateboarding, roller skating, skating, cross-country skiing, biathlon, ice hockey, soccer, basketball, volleyball, beach volleyball, handball, tennis, hockey, throwing, rugby, baseball, badminton, bowling, table tennis, golf, kerling, cricket, polo, sailboat or water bike riding (in inland and coastal waters), air balloon flying (as a passenger), fishing, Nordic walking, orienteering, mountain hiking up to 3 000 m and without any special mountain equipment, paintball, shooting, slalom, motor scootering, quadracycle, yachting in inland or coastal waters, fencing, kayaking, triathlon, athletics, curtains, power kites, water polo, water skiing, surfboards, motor racing, hunting and safari, scuba diving (up to 10 meters deep).  
Alpine skiing, snowboarding and snowmobiling shall be insured only when engaging in these activities in specially designed tracks.

### TERMS USED

**Insurer** - ERGO Insurance SE, operating via the Lithuanian branch.

**Bank** - Luminor Bank AS, which is considered a Policyholder in accordance with the Law on Insurance Contracts.

**Policyholder** - Luminor Bank AS

**Policy** - a document certifying the conclusion of an Insurance Contract, which covers terms and conditions of the Insurance Contract, also amendments and supplements thereto agreed upon by the Insurer and the Bank in the course of validity of the Insurance Contract.

**Insurance Contract** - an agreement between the Insurer and the Bank on individual insurance terms and conditions. A Policy and these individual terms and conditions shall form an integral part of an Insurance Contract.

**Card** - a valid Mastercard Platinum credit card issued by the Bank. A credit card shall be considered valid when it has been activated, its term of validity has not yet expired

and it has not been blocked.

**Cardholder** – a natural person to whom the Bank has issued a Card and whose name and surname are inscribed on the Card.

**Relatives** – a Cardholder's spouse or a cohabiting partner with whom the Cardholder has shared a common household for at least one year, Cardholder's children (biological and adoptive) up to 18 years of age (inclusive), and Cardholder's children (biological and adoptive) 19 – 24 years of age (inclusive), if they are full-time students.

**Insured** – the Cardholder and his Relatives, if they travel together with the Cardholder. Insurance coverage shall be valid if dates and time, itineraries, vehicles used for travelling and travel destinations of the Cardholder and his Relatives match.

**Beneficiary** – a person entitled to insurance benefits in accordance with the procedure prescribed by legal acts of the Republic of Lithuania.

**Insurance Coverage** – Insurer's commitment to pay an insurance benefit to the Insured or the Beneficiary upon occurrence of an Insured Event provided for in these individual terms and conditions.

**Sum Insured** in Anenex 1 to these individual conditions is the maximum amount specified in Table 1 which may be paid for each Insured by one payment card for one insured event. After the Insurer has paid out part of the Insurance amount or the entire Insurance amount for one event, the Insurer's obligation to indemnify for other insured events occurring during the term of the Contract shall remain valid for the entire Insurance amount.

**Insurance Risk** – insurance risks listed in Table 1 of Annex 1 hereto and the Sums Insured wherefor the Insured has been insured.

**Insurance Benefit** – the sum of money paid in case of an Insured Event.

**Limit** – the maximum share of the Sum Insured used in the calculation of insurance benefits by Insurance Coverage types listed in these individual terms and conditions; it is expressed as a specific figure or calculated in accordance with the procedure laid down in the individual terms and conditions.

**Trip (Travel)** – departure from Lithuania or the country of permanent residence of the Insured, arrival to the destination of the Trip and return to Lithuania or the country of permanent residence of the Insured. In cases of a baggage delay, baggage loss, baggage damage or baggage theft insurance, the start of a trip shall be considered to be the moment when the Insured enters the territory under control of the Carrier (an airline, a shipping or a railway company).

**Country of Permanent Residence** – the country of citizenship of the Insured and/or the country having issued to the Insured a permanent residence permit.

**Foreign Country (Abroad)** – a country, which is not the Republic of Lithuania, or a Country of Permanent Residence.

**Sudden or Acute Illness** – unforeseen and unexpected deterioration of health condition of the Insured, which is not a continuation or a consequence of the health condition that has started before going on a trip.

**Accident** – a case when an unexpected and acute impact of an external force on the body or health of the Insured causes a long-term and irreversible injury against his will, or the Insured dies. Within the meaning of this concept, the Insurance Coverage shall only cover death and disability.

**Repatriation** – the carriage of mortal remains of the Insured to his Country of Permanent Residence.

**Emergency Medical Aid** – medical services that must be urgently provided to the Insured due to an acute deterioration of his health condition as a result of a sudden illness or an Accident in order to avoid further deterioration of his health condition and/or a threat to his life.

**Medical Repatriation** – bringing the Insured back to his Country of Permanent Residence for further inpatient treatment.

**Chronic Illness** – a health condition, which has already existed when going on a Trip (even if it was diagnosed incorrectly or its existence was not yet confirmed by a qualified doctor) and/or wherefor the Insured has sought for a medical advice, a treatment or used medicines for the past 6 months before concluding an agreement for going Abroad.

**Exacerbation of a Chronic Illness** – the emergence of symptoms typical of a chronic illness leading to the Insured's need for urgent medical aid.

**Daily Allowance** – the sum of money for each day spent in a hospital, which the Insurer shall pay to the Insured if he is hospitalized.

**Natural Forces** – an event caused by natural forces leading to significant environmental changes in a large area, such as underground shocks, volcanic eruptions, fires, droughts, floods, hurricanes, icebergs in rivers, seas, lakes and water bodies, long-term extreme temperature, soil subsidence, pest infestations, plant and animal diseases.

**Leisure Sport / Physical Activity** – a sport or activity that is directly or indirectly related to a higher danger level (Annex 1, Table 1).

**Professional Sport** – participation in a sport, if this is the main or one of the sources of income of the Insured.

**EHIC (European Health Insurance Card)** – a common document of the European Union member states, Norway, Iceland, Liechtenstein and Switzerland certifying the right of citizens of these countries to receive state-guaranteed immediate and necessary healthcare to the scope that is ensured to citizens of the respective country.

**Assistant Company** – an assistant partner authorized by the Insured, who helps arrange assistance in case of an insured event.

**Doctor - Expert** - the Insurer's employee or employee of the Insurer's assistant partner who has medical education allowing him to make decisions that require special knowledge, provide his opinion or perform a medical examination.

**Disability** - an irreversible injury sustained by the Insured during a trip, which persists at least 12 months after an accident date and has been substantiated with medical documents.

**Death** - death of the Insured within one year from the day of an accident suffered during a trip.

**Physical Work** - physical activity of an increased risk related to physical work done in construction, agriculture, forest management, wood, metal processing, cargo and / or passenger carriage by land, air or water transport, physical protection, warehousing and / or handling, repair of machinery, construction of roads and / or bridges, nursing staff, airport staff and similar physical work.

**Minimum Connecting Time** - the airport's requirement for the minimum time between arrival and departure necessary to connect flights, which must be observed when ordering and purchasing flight tickets, if the flight is operated with a connection in that airport.

**Natural Disasters** - an event caused by natural forces leading to significant environmental changes in a large area, such as underground shocks, volcanic eruptions, fires, droughts, floods, hurricanes, icebergs in rivers, seas, lakes and water bodies, long-term extreme temperature, soil subsistence, pest infestations, plant and animal diseases.

**Carrier** - a legal person (an airline, a shipping or a railway company) entitled to carry passengers by means of Public Transport operated on established routes.

**Public Transport** - an air, water or rail vehicle for carrying a large number of passengers paying for its services by purchasing a respective single ticket.

**Baggage** - the totality of Trip baggage items contained in a suitcase, a travel bag or another package designated for carriage in Public Transport (including a suitcase, a travel bag and a package), which shall be considered an indivisible unit for the purpose of these individual terms and conditions.

**Unconditional Deductible** - the sum of money, which the Insured himself shall pay in case of each insured event, or which shall be deducted from an insurance benefit.

**Actual Expenses** - direct document-based losses.

**Sports equipment** - a Travel baggage item (along with its appurtenances) for sports of the Insured. Motor land, air or water vehicles shall not be considered sports equipment.

## CHAPTER I. VALIDITY OF INSURANCE COVERAGE

### Article 1. Insurance Coverage.

1.1. Insurance Coverage shall be valid for the entire validity period of the Insurance Contract. Insurance Coverage shall be valid for the entire validity period of the Insurance Contract. For bank issued Mastercard Platinum insurance coverage valid from 2019.01.01 Individual Travel insurance terms and conditions and their expiry date shall be available on the Insurer's website at: <https://www.ergo.lt/privatiems/asmens-draudimas/kelioniu-draudimas/> or the Policyholder's website: <https://www.luminor.lt/>

1.2. Insurance Coverage shall be valid all over the world.

1.3. Insurance Coverage for the Insured shall be valid during a Trip.

1.4. Insurance Coverage shall be valid for no more than 90 (ninety) days in one Trip.

1.5. Insurance Coverage shall be valid 24-7 during a Trip.

1.6. Insurance Coverage shall not be provided to persons who are 75 years of age or older at the beginning of a Trip.

1.7. The Insured shall be covered when engaging in the sports / physical activity listed in Table 1 of Annex 1 to these individual terms and conditions (except for professional and extreme sports and participation in competitions).

## SPECIAL PART

### II SKYRIUS. MEDICININIŲ IŠLAIDŲ DRAUDIMAS.

#### Chapter II. Medical expense insurance.

##### Article 1. Medical expense insurance.

1.1. The Insurer shall reimburse the Insured the Emergency Medical Aid expenses incurred Abroad, related to the following:

1.1.1. a Sudden or Acute Illness.

1.1.2. treatment of Injuries suffered during an Accident.

1.1.3. sudden deterioration of health condition as a result of a sunburn, frostbite, poisoning and other cases;

1.1.4. a sudden and unexpected Exacerbation of a Chronic Illness, which the Insured could not foresee before going on a Trip.

##### Article 2. Insurance Benefit in case of medical aid.

2.1. The Insurer shall indemnify the Emergency Medical Aid expenses for the following:

2.1.1. outpatient and in-patient treatment services, including urgent surgeries, treatment until the Insured can be taken to his Country of Permanent Residence, but no longer than 90 (ninety) days from the first day in the hospital. In the event of an Exacerbation of a Chronic Illness, treatment expenses of no more than five days shall be paid calculating from the first visit to a doctor. Treatment expenses of the same Chronic Illness shall be paid to the Insured only once throughout the entire validity period of the Insurance Contract;

2.1.2. diagnostics (functional, laboratory, instrumental);

2.1.3. medicines and dressings prescribed by a doctor;

2.1.4. procedures prescribed by a doctor while receiving inpatient treatment;

2.1.5. maintenance, nutrition and hospital care;

2.1.6. emergency aid for pregnancy complications, if pregnancy is no longer than 32 weeks;

2.1.7. medical aids prescribed by a doctor, including crutches, splints, rent of wheelchairs and lockers;

- 2.1.8. phone calls when calling the Insurer and/or the Assistant Company;
- 2.2. The Insurer shall pay to the Insured an insurance benefit of 20 (twenty) euro for each day spent in a hospital Abroad, if the Insured has been treated in a hospital Abroad for at least 48 hours.
- 2.3. The Insurer shall reimburse the Insured transportation expense, if the Insured received medical aid for one of the reasons listed in Article 1 of Chapter II and continues to receive medical treatment Abroad, thus is unable to use the previously purchased tickets to return to his Country of Permanent Residence. The Insurer shall indemnify the amount of transport expenses equivalent to an economy class ticket, which the Insured was unable to use. If tickets can be exchanged or returned, the Insurer shall pay the amount of money which the Insured must pay for exchanging the tickets.

**Article 3. Amount of compensation of dental treatment expenses.**

- 3.1. The Insurer shall reimburse dental treatment expenses in case of a sudden and unexpected illness or a trauma for the following:
- 3.1.1. a doctor's advice;
- 3.1.2. an X-ray to revise the diagnosis;
- 3.1.3. opening and cleaning of root canals;
- 3.1.4. placing a temporary dental filling;
- 3.1.5. tooth extraction.

**Article 4. Amount of compensation of medical transport and rescue expenses.**

- 4.1. The Insurer shall reimburse to the Insured expenses for the Emergency Medical Aid transport or taxi Abroad, related with a Sudden or Acute Illness or elimination of consequences of an Accident, and, if necessary, for taking the Insured to a doctor or to/ from a medical institution where he received medical aid.
- 4.2. The Insurer shall reimburse pre-agreed expenses for carrying the Insured (Medical Repatriation) to a hospital in the Country of Permanent Residence for further inpatient treatment.
- 4.3. The Insurer shall reimburse the services provided by rescue services, if having provided these services, the Insured is provided with Emergency Medical Aid in accordance with provisions of clause 2.1 of Chapter II of these terms and conditions.

**Article 5. Amount of compensation of repatriation expenses in case of an illness/ death.**

- 5.1. The Insurer shall reimburse expenses related to Medical Repatriation / Repatriation of the Insured after receiving Emergency Medical Aid or after his death in accordance with the provisions of Article 2.1 of Chapter II of the individual terms and conditions, if there are additional expenses related thereto.
- 5.2. The Insurer or his authorized person shall consult the specialist of the respective medical institution regarding the necessity of Medical Repatriation, and expenses shall be reimbursed if Medical Repatriation is medically justified and the treating doctor recommends it in writing.
- 5.3. If, according to the instructions of the treating doctor, the Insured must be accompanied by medical staff, the Insurer shall pay for the services of the accompanying medical specialist.
- 5.4. If mortal remains of the Insured are carried to the Country of Permanent Residence of the Insured at the request of his relatives, the Insurer shall indemnify the following:
- 5.4.1. costs of cremation, carriage of a casket or an urn;
- 5.4.2. expenses related to documents and permits for Repatriation of mortal remains as well as the preparation thereof.
- 5.5. If, before starting Medical Repatriation / Repatriation, the Insured or his representative

did not agree with the Insurer on the procedure of Medical Repatriation / Repatriation and a compensation, the Insurer shall reimburse solely the expenses within the limits of the possible minimum amount which the Insurer could charge for Medical Repatriation / Repatriation.

**Article 6. Payment of Travel and subsistence expenses to the family member or the person traveling together with the Insured.**

- 6.1. If during a Trip health condition of the Insured is serious and, in the opinion of the doctor, Medical Repatriation of the Insured is not possible and the Insured must remain in the hospital for more than ten (10) days, the Insurer shall cover the following additional expenses:
- 6.1.1. the necessary travel and subsistence expenses of one family member of the Insured (husband / wife, one of the parents or an adult child), so that the family member could come to the hospital to visit the Insured, but this shall include hotel expenses of not more than 5 (five) days and the price of round trip economy class tickets;
- 6.1.2. if the Insured traveled together with another person, the Insurer shall cover the expenses of one person with whom the Insured travelled along, but this shall include hotel expenses of not more than 5 (five) days and the price of economy class tickets, allowing him to go back to the Country of Permanent Residence together with the Insured.

**Article 7. Duties of the Insured in case of an Insured Event**

- 7.1. The Insured shall:
- 7.1.1. do everything that is possible to receive the Emergency Medical Aid in case of a Sudden or Acute Illness;
- 7.1.2. present his EHIC at the Insurer's request when referring for stationary hospital treatment to a medical institution of any EU member state, also Norway, Iceland, Liechtenstein or Switzerland. In the event that the Insured Person does not have a EHIC, the Insured or his authorized person shall, at the Insurer's order, take the actions necessary to obtain a EHIC or its replacement, and to present it to a medical institution;
- 7.1.3. approve with the Insurer or the Insurer's Assistant Partner treatment at a higher-level service institution, change of a medical institution, surgeries and their necessity, and Medical Repatriation / Repatriation;
- 7.1.4. in case of inpatient treatment, refer to personal health care institutions that are a part of the state health care system, and, if this is not possible or such health care system does not exist in the visited country, refer to usual personal healthcare facilities where treatment is normally pursued in that country;
- 7.1.5. inform the relevant competent authority / institution (ambulance, police, fire brigade, etc.) about a bodily injury and continue following the instructions of relevant law enforcement officers.

**Article 8. Documents to be furnished in order to receive an insurance benefit.**

- 8.1. In case of medical aid expenses, the Insured shall present the following:
- 8.1.1. a medical statement specifying the exact diagnosis, a detailed list of the services received, the place and date of provision of the services;
- 8.1.2. a prescription for purchased medicines or medicinal products or a copy thereof;
- 8.1.3. a statement of phone calls confirming calls to the Insurer and/or the Assistant Company.
- 8.2. In case of Medical Repatriation expenses in the event of an illness – a doctor's statement on the necessity to carry the Insured.
- 8.3. In case of Repatriation expenses in the event of death – a statement on the reason of death certified by the doctor.

- 8.4. In case of subsistence expenses of the family member of the Insured or the person with whom the Insured traveled along;
- 8.4.1. a doctor's opinion on the health condition of the Insured, which shall include a confirmation of possibilities of Medical Repatriation and the forecasted duration of hospital treatment;
- 8.4.2. transport tickets or their copies;
- 8.4.3. documents substantiating transport and hotel expenses;
- 8.4.4. a document substantiating kinship with the Insured.

**Article 9. Non-Insured Events.**

The Insurer shall not reimburse the following expenses of the Insured:

- 9.1. for medical services to treat illnesses which are chronic and / or congenital illnesses of the Insured, except for cases where the services are related to the provision of Emergency Medical Aid;
- 9.2. for medical services to treat illnesses, which the Insured was diagnosed with before going on a Trip;
- 9.3. for treatment, if doctors recommended before a Trip not going on the Trip because of the health condition;
- 9.4. for rehabilitation prescribed by a doctor;
- 9.5. for hospital treatment lasting more than 90 (ninety) days;
- 9.6. for heart and blood vessel surgeries related to chronic and/or congenital illness, tissue and organ transplantation or prosthetics;
- 9.7. for the treatment of tick-borne encephalitis, except for cases when the full vaccine course was received, as well as for the treatment of Lyme disease;
- 9.8. for treatment of infectious diseases such as yellow fever or malaria, if the recommendations of the World Health Organization for travelers on vaccination and prophylaxis have been disregarded, also if the recommendations of the Ministry of Foreign Affairs of Lithuania regarding going to regions affected by dangerous communicable diseases have been ignored;
- 9.9. for surgeries, which, according to the opinion of the treating doctor and/or the authorized doctor of the Insurer, can be postponed, including knee and knee joint surgeries;
- 9.10. for pregnancy examination and treatment, abortion, childbirth, postnatal illnesses, except for the expenses for emergency medical aid for pregnancy complications, which the Insured did not and could not foresee before the effective date of the Insurance Coverage or before the moment of leaving for a Trip (depending on which moment in time is later);
- 9.11. for psychiatric, psychoanalytical and psychotherapeutic treatment;
- 9.12. for treatment of any psychological and mental illnesses, behavioral disorders and disturbances of consciousness, regardless of the cause of their emergence;
- 9.13. for treatment of epilepsy;
- 9.14. for diagnosis and treatment of oncological diseases;
- 9.15. for treatment of diseases and health conditions caused by STD (sexually transmitted diseases), positive HIV test or immunodeficiency virus (AIDS);
- 9.16. for beauty or plastic surgeries, medical conclusions and statements, disinfection, vaccinations, preventive examinations, nutritional products and boosters / food supplements or dietary aids;
- 9.17. for medicines which had to be regularly taken before a Trip for an existing medical condition;
- 9.18. for further treatment starting from the date when Medical Repatriation was approved with the treating doctor and was possible, but the Insured refused it;

- 9.19. for unused services that were paid for (e. g. car rental, theater, concert tickets, etc.) which the Insured could not use in cases listed in Article 1 of Chapter II;
- 9.20. for dental treatment, prosthetics, dental hygiene, root canal filling, treatment of orthodontic and periodontal diseases, or orthopantomograms;
- 9.21. if the Insured or his relatives unilaterally, without approving with the Insurer or the Insurer's Assistant Partner, decide to receive an examination, diagnosis, treatment or be treated at a higher-level institution, or to change the medical institution; agree on surgeries and their necessity, for Medical Repatriation and Repatriation of the Insured;
- 9.22. if disregarding the Insurer's request, the Insured fails to provide medical institution with his EHIC when receiving stationary hospital treatment in medical institutions of European Union member states, or refuses to obtain a document replacing the EHIC for the Insurer or Insurer's Assistant Partner;
- 9.23. for treatment performed by family members;
- 9.24. for treatment and medical aids for addiction diseases, for example for tapering off alcohol, narcotic and psychotropic substances;
- 9.25. for events, the occurrence whereof was affected by the consumption of alcohol, drugs or other toxic or psychotropic substances and potent drugs used for intoxication purposes. Also, the Insurer shall not pay an insurance benefit when the Insured consumed alcohol or other psychotropic substances after the event before doctor's examination or avoided having his sobriety and intoxication level checked. Insobriety and intoxication according to these individual terms and shall be understood in accordance with the procedure prescribed by legal acts of the respective country;
- 9.26. expenses incurred at the time of the Insured acting as a pilot or a passenger, when flying a glider, a sailplane, a hang glider or a parachute;
- 9.27. for the events having happened while the Insured was driving a water vehicle registered as a vehicle for carrying passengers in a certain route;
- 9.28. for events suffered while on tours or expeditions to areas with extreme climate conditions (such as the polar zone, the desert, the open sea, etc.);
- 9.29. for events suffered while engaging in recreational sports / physical activity, which is not specified in Table 2 of Annex 1 to the individual terms and conditions;
- 9.30. for events suffered while doing physical work for which remuneration is received;
- 9.31. travel and subsistence expenses of the family member or the person who traveled with the Insured if the Insured was treated in a hospital less than 10 (ten) days;
- 9.32. the cost of taking children back to the Country of Permanent Residence, if the Insured was treated in a hospital less than 10 (ten) days.

### CHAPTER III. ACCIDENT INSURANCE.

#### Article 1. Accident insurance.

1.1. If the Insured is determined to have a permanent disability or dies as a result of an Accident having happened during a Trip within one calendar year after the day of the Accident, the Insurer shall pay an Insurance Benefit provided for in case of death or disability, without exceeding the Sum Insured provided for a specific Insurance Risk specified in Table 1 of Annex 1 to the individual terms and conditions.

#### Article 2. Insurance Benefit in case of an Accident.

2.1. Insurance Benefit in case of disability shall be determined as a percentage share of the Sum Insured. Non-recoverable permanent loss of functional abilities, when the person loses the following, shall be considered a Disability:

Loss of a limb/ organ/ functional ability	Percentage share of the Sum Insured %
Loss of an arm at the shoulder joint	70 %
Loss of an arm above the elbow joint	65 %
Loss of an arm below the elbow joint	60 %
Loss of an arm at the wrist joint	45 %
Loss of a thumb	15 %
Loss of the distal phalanx of a thumb	8 %
Loss of any other finger	5 %
Loss of a leg above the knee	70 %
Loss of a leg below the knee	60 %
Loss of a foot at the joint	40 %
Loss of any toe	5 %
Loss of vision in one eye	50 %
Loss of hearing in one ear	25 %
Anosmia (loss of olfaction)	5 %
Loss of taste sensation	5 %

2.2. If, due to an Accident which happened Abroad, the Insured dies within a year, the right to a benefit in case of disability shall be lost.

2.3. When paying an Insurance Benefit in case of death, the amounts of Insurance Benefits that were paid for disability caused by the same Accident shall be deducted therefrom.

#### Article 3. Duties of the Insured in case of an insured event.

3.1. The Insured shall immediately refer to a medical institution for medical aid.

3.2. The Insured shall inform a respective competent authority / institution (police,

ambulance, etc.) of trauma suffered during a traffic accident, or of a criminal offense committed against the Insured.

#### Article 4. Documents to be furnished in order to receive an insurance benefit.

4.1. If the Insured is determined to have an irreversible permanent disability or dies as a result of an Accident, this shall be confirmed by medical documents, which shall be furnished to the Insurer not later than within 3 months after stating the fact.

4.2. Additional documents to be submitted in order to receive an Insurance Benefit:

4.2.1. a comprehensive description of the Accident;

4.2.2. a certificate from the police or another responsible body on the Accident, if it was registered;

4.2.3. a medical statement indicating the nature and type of injury and the exact diagnosis.

4.2.4. a copy of the death certificate of the Insured, presenting the original;

4.2.5. a statement on the reason of death;

4.2.6. a copy of the certificate of inheritance, presenting the original.

#### Article 5. Non-Insured Events.

5.1. The Insurer shall not reimburse the following expenses incurred by the Insured:

5.1.1. expenses for Accidents caused by mental disorders or disturbances of consciousness, including stroke, epilepsy or other seizures;

5.1.2. expenses for health disorders caused by treatment or intervention which the Insured performed on himself / or allowed others to perform it on him, except when treatment or intervention measures, including radiological diagnosis and therapy, were necessary for the Accident, which is subject to insurance coverage and which was prescribed by a doctor;

5.1.3. expenses for any infections, except cases where pathogens got into the body due to an injury suffered at the time of an Accident, if the Accident is considered an insured event according to the conditions of the Insurance Contract. Injury of a skin or mucous membrane, which are insignificant as such but transmit a pathogen into the body immediately or later on shall not be considered bodily injuries suffered during an Accident. This limitation shall not apply in case of tetanus or rabies;

5.1.4. expenses for poisoning when liquid or solid substances get into the body through esophagus;

5.1.5. expenses for abdominal and lower abdominal hernia, except when they form as a result of an Accident having happened against the will of the Insured, when it is considered an insured event in accordance with the terms and conditions of the Insurance Contract;

5.1.6. expenses for intervertebral disc injuries, internal bleeding and intracerebral hemorrhage, except for cases when they have been caused by an Accident, which is considered an insured event in accordance with the terms and conditions of the Insurance Contract;

5.1.7. expenses for traffic accidents, if the Insured drove a vehicle without the right to drive a vehicle of the respective category;

5.1.8. expenses for pathological bone fractures or recurrent bone fractures, when the previous fracture had not completely healed;

5.1.9. expenses for events having happened while the Insured was using a glider, a sailplane or a hang glider as a pilot or a passenger, or while parachuting;

5.1.10. expenses for events having happened while the Insured was driving a water vehicle registered as a means for carrying passengers on a certain route;

5.1.11. expenses for events having happened at the time of the Insured's participation



in expeditions;

5.1.12. expenses for events having happened while the Insured was engaged during his leisure time in sports not listed in Table 2 of Annex 1 to these individual terms and conditions;

5.1.13. expenses for events having happened while the Insured was doing physical work for which he receives remuneration;

5.1.14. expenses for events the happening whereof was affected by the use of alcohol, drugs or other toxic or psychotropic substances or potent drugs used for intoxication purposes. The Insurer shall not pay an insurance benefit when the Insured consumed alcohol or other intoxicating substances after the event before the doctor's examination or avoided having his sobriety and intoxication level checked. Insobriety and intoxication according to these individual terms shall be understood in accordance with the procedure prescribed by legal acts of the respective country.

#### **CHAPTER IV. INSURANCE AGAINST CIVIL LIABILITY OF A PERSON.**

##### **Article 1. Object of insurance**

1.1. The object of insurance shall be property interests related to civil liability of the Insured for the damage done to property, health or life of a third person.

##### **Article 2. Insured events in case of insurance against civil liability of a person**

2.1. A claim filed for civil liability of the Insured shall be considered an insured event if all the below conditions are met:

2.1.1. a claim has been filed for damage done to a third person during a Trip;

2.1.2. a claim has been filed for damage done abroad;

2.1.3. a notice on a potential insured event or a request to reimburse damage has been filed during a Trip or within 3 days calculating from the day of the event;

2.1.4. if the Insured is liable for the formed damage in accordance with laws governing his liability.

##### **Article 3. Insurance Benefit in case of insurance against civil liability of a person**

3.1. An Insurance Benefit for each particular insured event shall be calculated according to the actual value of damage, taking into account legal norms governing the reimbursement of damage and court practice, without exceeding the Sum Insured.

3.2. In case of an insured event, insurance benefits shall be paid to persons who have the right to claim damages from the Insured in accordance with applicable legal acts governing civil liability.

3.3. When the Insured is liable for the damage done together with third persons, an insurance benefit shall be calculated on the basis of the share of fault of the Insured.

3.4. Insurance shall take part in judicial proceedings for an insured event where third parties demand a reimbursement of damage caused by the Insured, on behalf of the Insured and at its own expense. Litigation expenses shall be added to an insurance benefit and deducted from the sum insured.

3.5. If the sum of third party claims for reimbursement of losses together with litigation expenses exceed the sum insured, the Insurer shall cover litigation expenses in proportion to the ratio between the sum insured and the third-party claims, so that the total sum of the insurance benefit and litigation expenses does not exceed the sum insured set in the insurance certificate. Having satisfied the claims of third parties and covered a part of his litigation expenses, the Insurer shall be considered to have fulfilled his obligations under the part of insurance against civil liability in case of a particular insured event.

3.6. If the Insured does not agree with the fact that the Insurer recognizes the claims of third parties justified, peacefully agrees with the third parties or satisfies their claims, the Insurer shall not cover additional costs (including interest) resulting from this disagreement.

##### **Article 4. Duties of the Insured in case of an insured event.**

4.1. In case of an event that may be recognized as an insured event, the Insured shall:

4.1.1. take reasonable measures to prevent or reduce potential damage;

4.1.2. verbally inform the Insurer immediately (within 24 hours) of the event, which may result in civil liability of the Insured, and provide all known information about the circumstances of the event, and he shall additionally inform the Insurer in writing, providing more detailed information within 3 (three) calendar days. If third parties apply to court for the damage done by the Insured, the Insured shall immediately inform the Insurer in writing thereof, even if the insured event itself has already been reported;

4.1.3. notify the Insurer of the received claim within 3 (three) calendar days;

4.1.4. provide the Insurer with the documents required for determining the insurance benefit;

4.1.5. not make any statements about claims of third parties for damages, not recognize and/or execute these claims without a written consent of the Insurer;

4.1.6. at the request of the Insurer, authorize the Insurer in writing to make all statements related to satisfying or rejecting third-party claims on his behalf which are necessary in the opinion of the Insurer;

4.1.7. provide the Insurer with all the information necessary for the Insurer to properly implement the right passed on to the Insured to claim insurance benefit amounts from the person responsible for damage;

4.1.8. if when requesting for a compensation of damage third parties file a lawsuit in court, the Insured shall assign the case to the Insurer, confer powers to the lawyer appointed by the Insurer and provide all explanations that are necessary in the opinion of the lawyer and the Insurer.

##### **Article 5. Documents to be furnished in order to receive an insurance benefit.**

5.1. In case of occurrence of civil liability insurance risk, the Insured shall present the following:

5.1.1. a detailed description of the event, personal data of witnesses;

5.1.2. documents proving the validity of the claim;

5.1.3. other documents related to the event or its circumstances.

##### **Article 6. Non-Insured Events.**

6.1. Non-Insured Events shall be cases when third parties request for a compensation of damages:

6.1.1. for a default on or improper performance of a contract (contractual liability);

6.1.2. for damage related to the performance of work, research, commercial, professional activities, service (including honorary service), responsible activities in all types of unions, enterprises and / or organizations, as well as the damage caused during the practice;

6.1.3. for damage caused by the Insured's management, use or disposal of all types of motorized land, water or air transport;

6.1.4. for any damage related to animals;

6.1.5. for damage caused by the Insured when engaging in recreational sports / physical activity, which is not listed in Table 2 of Annex 1 to these individual terms and conditions;

6.1.6. for damage to property that the Insured has rented, borrowed, acquired on the

basis of loan-for-use, trust contracts or other contracts or agreements.

6.1.7. for damage to property that the Insured managed unlawfully or fraudulently;

6.1.8. for damage related to contracting with a disease suffered by the Insured;

6.1.9. for loss of income or losses due to impairment of commercial value of property owned thereby;

6.1.10. for loss of ability to work when third parties request to compensate salary, pension, medical expenses, provide other social welfare, when social insurance has already compensated salary, pension or medical expenses, or other social welfare was provided to the suffered third parties;

6.1.11. for dissemination of data humiliating the honor and dignity of a third person, as well as the publication of information about a natural person and his private life, or about a legal entity, or the use of such information for selfish purposes

6.1.12. for damage caused to the Insured by alcohol, drugs or psychotropic substances;

6.1.13. for financial losses which do not directly relate to civil liability of the Insured for damage and / or destruction of any items and damage to the health and life of the person, and / or do not arise as a consequence of damage to and / or destruction of any items and damage to health and life of a person;

6.1.14. for damage to money, securities and other debt or credit and personal documents, jewelry, works of art and antiques, mobile phones, laptops and tablets. Insurance coverage for damage to mobile phones, laptops and tablets is valid only if the victim who claims the claim is not traveling together with the Insured, is not related to any kind of relationship with the Insured, nor did he have any kind of connection (personal, work) with the Insured;

6.1.15. for actions (acts or omissions) caused by gross negligence;

6.1.16. for evil intent of the Insured, except if intentional acts or omissions are socially valuable (mandatory defense, serving a civil obligation, etc.);

6.1.17. related to the Internet (use of Internet, Intranet, Extranet, e-mail, etc.), for cyber attacks, loss, damage or destruction of software, documents or data, as well as the resulting disruption of the company's activities, including loss of income and lost profits;

6.1.18. on the manufacture, processing, storage, transport, use or marketing of arms, munitions and other explosives, liquefied gases or toxic substances;

6.1.19. for fines and penalties (civil, criminal, administrative or contractual) provided for in contracts and/or legal acts, exemplary and / or punitive and / or multiplied damages and other similar penalties or sanctions;

6.1.20. for damage, destruction or loss of values of scientific, historical or cultural significance;

6.1.21. for damage done to family member of the Insured travelling along, also to parents, foster parents, stepparents, stepchildren and grandchildren, grandparents and grandchildren, brothers and sisters, foster carers and foster children, as well as damage caused to legal entities related to the Insured;

6.1.22. for damage related to ionizing radiation, radioactive materials, use of lasers or masers, electromagnetic field (EMF), any kind of electromagnetic radiation (EMR), any impact of EMF/ EMR emitted by electrical equipment, and/ or directly and indirectly related to and / or affected by nuclear reaction, nuclear radiation or radioactive contamination;

6.1.23. for long-term or continuous dissemination of temperature, gas, vapor, smoke, moisture or precipitation (e. g. soot, dust, etc.) and the resulting effects (sudden or continuous); also, if damage was caused by subsidence of a land plot, landslides, subsidence of buildings or parts thereof, flooding of water bodies or soil movements when building poles or for vibration effects;

6.1.24. damage caused by participation in expeditions, participation or preparation for participation in bicycle, horse, boxing, wrestling or other combat sports competitions;

6.1.25. for non-material damage;

6.1.26. due to damage caused directly or indirectly by, related to or caused by hepatitis A, B, C, G and / or its pathogens, human immunodeficiency virus (HIV) or mutated derivatives and / or strains of this virus, as well as the condition though related to acquired immunodeficiency syndrome (AIDS) or other similar symptom. This exemption also covers the cost of protection or medical checks in the event of suspicion of contamination with any of the diseases listed above.

## **CHAPTER V. LEGAL AID INSURANCE.**

### **Article 1. Legal aid insurance.**

1.1. The Insurer shall reimburse the Insured's expenses incurred during a Trip for the receipt of legal aid Abroad.

### **Article 2. Insurance Benefit in case of legal aid.**

2.1. The Insurer shall reimburse the losses incurred by the Insured related to legal aid expenses (lawyers' fees) without exceeding the Sum Insured, if the Insured inadvertently fails to comply with traditions of the respective country and rules of conduct established in the respective country, and / or accidentally violates legal acts of the respective country, thus causing damage to a third person.

2.2. Insurance Coverage shall be valid in cases instituted during a Trip for damage done to a third person, where the Policyholder takes part as a defendant in a civil case. Expenses in the court of first instance shall be covered.

### **Article 3. Documents to be furnished in order to receive an insurance benefit.**

3.1. In case of legal aid expenses, the Insured shall present the following:

3.1.1. a copy of a claim instituted against the Insured in court (accepted by court);

3.1.2. an agreement with a legal aid provider (a lawyer or an assistant lawyer) indicating the reason for the provision of legal aid;

3.1.3. a document confirming the payment for legal aid services.

### **Article 4. Non-Insured Events.**

4.1. Insurance Coverage shall not cover the following cases:

4.1.1. when legal aid has been provided for a claim filed for the Insured's storage, rent or use of a vehicle, including violations of road traffic rules or upon the formation of circumstances of driver's civil liability;

4.1.2. when legal aid has been provided for a claim filed for damage done by an animal owned or kept by the Insured, of if the animal belongs to a person for whom the Insured is legally liable;

4.1.3. When the Insured has entered into an agreement with a legal aid provider (a lawyer or a lawyer's assistant) for the provision of legal services, or has paid for such legal services before receiving a written approval of the Insurer;

4.1.4. when the Insured has not applied for free legal aid in presence of such an opportunity in accordance with local laws;

4.1.5. when legal services were provided by a representative who does not have the appropriate qualifications to examine a legal matter, or if the Insured was represented in court by a representative without the appropriate qualification, and the Insured was aware thereof;

4.1.6. when legal aid has been provided for an appeal against an administrative act;

4.1.7. when legal aid has been provided for the defense of the Insured in a criminal case, if

charges were filed for deliberate action, such as drink driving, fraud, counterfeiting, etc., if the Insured was found guilty;

4.1.8. when legal aid has been provided for enforcement of a judgment;

4.1.9. when legal aid has been provided for insolvency or bankruptcy;

4.1.10. arbitration expenses;

4.1.11. trial expenses (costs of representation of the other party, etc.), which are to be covered by the Insured according to a decision or agreement of the parties;

4.1.12. expenses for obtaining a court expert opinion;

4.1.13. expenses for a statement on violation, a criminal offense and a pre-trial investigation;

4.1.14. expenses for a failure of the Insured or his representative to appear in court, to comply with a court ruling and expenses incurred by deliberately delaying the trial, also expenses for gross negligence or expenses increased for other reasons.

## **CHAPTER VI. BAGGAGE INSURANCE.**

### **Article 1. Baggage insurance.**

1.1. The Insurer shall reimburse actual expenses incurred by the Insured incurred during a Trip due to the following:

1.1.1. delayed Baggage;

1.1.2. Baggage loss or damage during transportation;

1.1.3. Baggage theft during a Trip.

### **Article 2. Insurance Benefit in case of delayed baggage.**

2.1. If Baggage or sports inventory, which was registered and handed over to the Carrier, is late for 4 (four) hours to 21 days, the Insurer shall:

2.1.1. compensate the Insured the expenses of the essential hygiene products and acquisition of essential clothing incurred while Abroad, which were necessary to replace the personal belongings arriving late.

2.1.2. compensate the Insured the expenses for the rental of sports inventory or acquisition of other sports inventory in the Foreign Country until the delivery of the personal sports inventory.

### **Article 3. Insurance Benefit in case of a baggage loss.**

3.1. If Baggage of the Insured, which was registered and handed over to the Carrier as a unit of baggage, has been lost during a Trip, the Insurer shall pay for the lost baggage a benefit in the amount of the actual expenses without exceeding the Sum Insured for Baggage loss. Baggage shall be considered lost if it is not delivered within 21 (twenty one) days from the initial scheduled time of delivery, and a document confirming this fact has been received from the Carrier.

3.2. If the Carrier pays a compensation to the Insured, the Insurer shall pay an Insurance Benefit according to the principle of compensation, i.e. the Insurer shall pay the difference between the actual expenses of the Insured and a compensation paid by the Carrier.

### **Article 4. Insurance Benefit in case of a baggage damage.**

4.1. The Insurer shall reimburse the actual expenses incurred by the Insured on the basis of documents substantiating the expense amount for cleaning, repair or repair workshop for damaged Baggage. In case of destruction of Baggage, a Carrier's statement shall be issued.

4.2. If the Carrier pays a compensation, the Insurer shall pay an Insurance Benefit according to the principle of compensation, i.e. the Insurer shall pay the difference between the

actual expenses incurred by the Insured and a compensation paid by the Carrier.

### **Article 5. Insurance Benefit in case of a baggage theft.**

5.1. If Baggage of the Insured is stolen during the Trip, except for cases, when it is at the Carrier's disposal, the Insurer shall reimburse expenses of items purchased Abroad to replace the stolen items.

### **Article 6. Duties of the Insured in case of an Insured Event.**

6.1. The Insured shall notify the Carrier about the event within 24 (twenty-four) hours.

6.2. The Insured shall demand and receive a document confirming the fact of the event issued by the Carrier.

6.3. The Insured shall notify state police of a Foreign Country about a Baggage theft during a Trip within 24 (twenty-four) hours of the theft and receive a document confirming the fact of the Baggage theft.

### **Article 7. Documents to be furnished in order to receive an insurance benefit.**

7.1. In case of delayed Baggage, the Insured shall present the following:

7.1.1. a Carrier's statement confirming the delayed delivery of Baggage to its destination;

7.1.2. a copy of the ticket and a Baggage voucher or a copy thereof;

7.1.3. payment documents for the newly purchased items.

7.1.4. in the event of delay of the active recreation or sports inventory, documents confirming rental or acquisition of the inventory, which include name of the thing, price, period and place of rental, details of the lessor or seller.

7.2. In case of Baggage damage or loss, the Insured shall present the following:

7.2.1. a Carrier's statement confirming the fact of Baggage damage;

7.2.2. a Carrier's statement for the amount of the compensation paid, if paid;

7.2.3. a list of damaged / lost property or pictures of damaged / lost property, and documents confirming its value (e.g. receipts);

7.2.4. a payment document substantiating Baggage repair or a statement on repair costs if a repair would be cost-ineffective.

7.3. In case of a Baggage theft, the Insured shall present the following:

7.3.1. a police statement on the fact, place and circumstances of a theft;

7.3.2. a list and description of Baggage items, indicating the value of the items;

7.3.3. payment documents for items purchased to replace the stolen items.

### **Article 8. Non-Insured Events.**

8.1. The Insurer shall not reimburse the following expenses incurred by the Insured:

8.1.1. expenses which were caused by the Insured himself regardless of the reason therefor;

8.1.2. for Baggage, which is transported as cargo by a vehicle not used by the Insured to travel, or by a transport aircraft;

8.1.3. for scratched items;

8.1.4. for broken glass or other fragile items;

8.1.5. for delays, damage, loss or theft of money, currency and securities, checks, tickets, all types of cards (bank, telephone, transport, fuel, etc.), vouchers and all types of documents;

8.1.6. for jewelry, precious metals, works of art and antiques;

8.1.7. for decorative cosmetics and perfumery;

8.1.8. for plants and animals;

8.1.9. for software, audio and video recordings; computer equipment, video, audio, photography and other communication equipment, cables and wires. This exemption shall not apply to the risk of Baggage theft;

8.1.10. for partial loss and damage of items when Baggage has been handed over to the Carrier, except for cases where the Insured can provide documentary evidence of the fact that they were in the Baggage;

8.1.11. for food and alcoholic beverages, tobacco products;

8.1.12. if delivery of Baggage to the Country of Permanent Residence has been delayed.

## **CHAPTER VII. FLIGHT DELAY OR CANCELLATION INSURANCE.**

### **Article 1. Flight delay or cancellation insurance.**

1.1. The Insurer shall reimburse actual expenses incurred during a Trip with the Insured being Abroad, when a flight has been delayed or cancelled.

### **Article 2. Insurance Benefit in case of a flight delay or cancellation.**

2.1. Where a flight is delayed for more than 4 (four) hours or is cancelled while the Insured is Abroad, the Insurer shall reimburse the actual expenses incurred by the Insured for the following: food, hotel and transportation expenses (to and from the airport), if these services have not been provided by an airline or an airport.

2.2. Insurance Coverage shall be valid in cases of delay or cancellation of standard flights for weather conditions or technical condition of an aircraft.

2.3. Insurance Coverage shall be applicable for standard flights operated by licensed airlines whose timetables are published.

2.4. In case of a dispute, in order to find out the date and time of the flight, information published by the Carrier shall be used as a basis.

### **Article 3. Duties of the Insured in case of an insured event.**

3.1. The Insured shall demand and receive a confirmation issued by an airline of the fact that he has checked in for a particular flight.

3.2. The Insured shall ask and receive a confirmation issued by an airline, indicating the reason, duration of delay and/or the actual departure time.

### **Article 4. Documents to be furnished in order to receive an insurance benefit.**

4.1. In case of a flight delay or cancellation, the Insured shall present the following documents:

4.1.1. A document confirming the registration of the Insured for a particular flight or a copy of a boarding pass;

4.1.2. A document confirming the delay of a flight and the duration of the delay, indicating the reason of the delay.

### **Article 5. Non-Insured Events.**

5.1. Insurance Coverage shall not cover the following cases:

5.1.1. if the Insured has not checked in for the flight;

5.1.2. if the flight was operated by an unlicensed air carrier;

5.1.3. if a charter flight was delayed or canceled;

5.1.4. for the purchase of a flight ticket or another travel ticket in order to continue the Trip in another flight or another transport;

5.1.5. if the flight has been delayed or canceled in the Country of Permanent Residence.

## **CHAPTER VIII. TRIP CANCELLATION, TERMINATION, DELAY AND LOSS OF CONNECTION**

## **INSURANCE.**

### **Article 1. Trip cancellation, termination, delay and loss of connection insurance.**

1.1. The Insurer shall reimburse the Insured his actually incurred expenses for the following:

- Trip cancellation;
- Trip termination;
- Late arrival to the place of departure for a Trip;
- Loss of connection.

### **Article 2. Insurance Benefit in case of cancellation, termination or delay of a Trip.**

2.1. The Insurer shall reimburse the Insured his actual expenses incurred due to a cancellation, termination or delay of the planned Trip for the following reasons:

2.1.1. a Sudden or Acute Illness of the Insured, an Exacerbation of a Chronic Illness or an Accident, which, according to a doctor's opinion, requires Emergency Medical Aid or hospital treatment, and therefore he cannot go on a Trip or continue to travel;

2.1.2. death of the Insured;

2.1.3. in case of a Sudden or Acute Illness or an Accident suffered by family members and relatives of the Insured (parents, foster parents, spouses, children, foster children or siblings) or the sole companion (if Travel tickets and reservations were purchased for two people) wherefor the relative or the sole companion was hospitalized based on a doctor's opinion, or he died, and for this reason, the Insured cannot go on a Trip or continue to travel;

2.1.4. if the Insured's property was lost due to a fire, natural disaster or unlawful third-party actions, if this loss, compared to the state of the damaged property, is essential, or if the presence of the Insured in his Country of Permanent Residence is necessary to assess the loss;

2.1.5. If the Insured got into a traffic accident or became a victim of a crime, when the Trip is to be canceled, discontinued or delayed as a result of that;

2.1.6. if public transport (including taxi) used by the Insured is late to depart from its place of departure or arrive to the place of start of the Trip on time due to a traffic accident, technical malfunctions / defects or bad weather, and this forms a reason for being late for a Trip.

2.2 In the event of cancellation or termination of a Trip, or late arrival to the place of departure for the Trip, the Insurer shall reimburse the following actual expenses of the Insured without exceeding the Sum Insured:

2.2.1. the actual expenses incurred by the Insured for tickets and other services included in the Travel Package which were paid for, but not used, or additional expenses for a change of tickets or the new tickets purchased;

2.2.2. the actual transport and subsistence expenses incurred by the Insured for accessing the final destination or the necessary reasonable transport expenses for the Insured to be able to return to his Country of Permanent Residence.

2.3. In case of an Insured Event, the Insurer shall reimburse that share of the total sum paid for a Trip, which is not compensated by the service provider (a tour operator, an airline or a travel agency) according to conditions of the booked Trip.

2.4. An unconditional deductible of 15% shall apply to the payment of the insurance benefit due to cancellation or termination of a Trip.

### **Article 3. Insurance benefit in case of loss of connection.**

3.1. If the flight is delayed for technical reasons or weather conditions, and the Insured is late for connection in another transport, the Insurer shall reimburse the Insured the following actual expenses:

- 3.1.1. additional transport expenses necessary to continue the planned economy-class Trip in another same or alternative transport departing as soon as possible;
- 3.1.2. additional hotel expenses at the point of transfer, if the Insured gets to stay there for at least 4 hours at night or at least 8 hours during the day.

**Article 4. Duties of the Insured in case of an insured event.**

- 4.1. The Insured shall immediately refer to a tour operator or his authorized person and present him with a written request for the recovery of Travel expenses;
- 4.2. The Insured shall inform the Insurer about monetary amounts received from a tour operator, a travel agency and third persons reducing Travel expenses incurred by the Insured.

**Article 5. Documents to be furnished in order to receive an insurance benefit.**

- 5.1. In case of cancellation or termination of a Trip, the Insured shall present the following documents:
  - 5.1.1. in case of an Illness or an Accident suffered by the Insured – a statement from a medical institution indicating the diagnosis and a document confirming the incapacity for work;
  - 5.1.2. in case of death of the Insured – relatives of the Insured shall present a copy of his death certificate;
  - 5.1.3. in case of a Sudden or Acute Illness or an Accident suffered by family members and relatives of the Insured (parents, foster parents, a spouse, children, foster children or siblings) or the sole companion (if Travel tickets and reservations were purchased for two people) whereof the relative or the sole companion was hospitalized based on the doctor's opinion, or died, – a document confirming the received hospital treatment or a copy of the death certificate.
  - 5.1.4. in case of losses of property incurred by the Insured – a statement of the relevant competent state authority/ institution (police, fire or rescue service, etc.), confirming the fact of the loss and the amount of losses;
  - 5.1.5. payment documents confirming the amount paid to the tour operator (the service provider);
  - 5.1.6. documents or a copy of the concluded Travel agreement, indicating conditions of cancellation and the sum, which the Travel agent (the service provider) will not return in case of cancellation of a Trip;
  - 5.1.7. a police statement on the fact of a traffic Accident or a crime.
- 5.2. In case of loss of connection, the Insured shall present the following documents:
  - 5.2.1. travel tickets for all connecting trips or their copies;
  - 5.2.2. an airline or an airport statement on delayed flight, which has led to arriving late for another connecting flight. The statement shall indicate the reason of the delay;
  - 5.2.3. documents certifying transport and hotel expenses.

**Article 6. Non-Insured Events.**

- 6.1. The Insurer shall not reimburse the following expenses incurred by the Insured:
  - 6.1.1. if the possibility of Trip cancellation could be foreseen before the Trip (before purchasing flight tickets, booking hotels, renting cars and purchasing other Travel services);
  - 6.1.2. if the travel connection period is less than 2 hours or shorter than the Minimum Connecting Time set by the respective airport;
  - 6.1.3. if late arrival for a connecting flight was determined by the fact that law enforcement or other official state authorities / institutions interfered with timely arrival to an intermediate point of Travel.

**CHAPTER IX. GENERAL PART.**

**Article 1. General provisions.**

- 1.1. In case of a conflict between provisions of the General Part and the Special Part of these individual terms and conditions, also situations not covered by provisions of the General Part shall be subject to provisions of the Special Part.
- 1.2. Situations that are not governed by provisions of the Special Part of these individual terms and conditions shall be subject to provisions of the General Part.
- 1.3. Situations that are not governed by these individual terms and conditions shall be subject to legal acts of the Republic of Lithuania, and all disputes arising from the performance and interpretation of the Insurance Contract shall be settled in accordance with the procedure established by legal acts of the Republic of Lithuania.
- 1.4. The Insured shall be allowed to read these individual terms and conditions prior to acquiring a Payment Card; the individual terms conditions or a link thereto shall be published on the website of the Insurer and the Policyholder, and the Insured shall be informed about any changes thereof in advance, on the website of the Policyholder.
- 1.5. The Insured undertakes to get familiar with these individual terms and conditions and to comply therewith during the Insurance period.
- 1.6. The Insurer shall not be liable for losses of the Insured incurred as a result of the decision of state authorities not to allow him to leave for a Trip and / or to enter a Foreign Country.
- 1.7. Insurance Coverage granted in accordance with these individual insurance terms and conditions shall not constitute the basis for a Foreign Country institution to issue a visa and / or allow entering the territory of a Foreign Country.
- 1.8. In all cases, the Insured shall be subject to Insurance Coverage, and an Insurance Benefit shall be paid to the Insured according to these individual terms and conditions under one Payment Card only. If a natural person is an Insured person under more than one Payment Card issued to him or other persons in accordance with these individual terms and conditions, the Insured shall be subject to Insurance Coverage under the Payment Card under which the Insurance Coverage is the highest. If the Insurance Coverage provided under the Payment Cards is the same, the Insurance Coverage shall apply on the basis of one Payment Card at the choice of the Insured. The Insured shall have the right to receive one Insurance Benefit for one event regardless of the number of Payment Cards under which he has been insured.
- 1.9. Notwithstanding other provisions of the insurance contract, Insurance Coverage shall only be valid for as long as it is not in conflict with any trade or economic sanctions, prohibitions or restrictions in accordance with United Nations' Resolutions, laws or regulations of the European Union, the United Kingdom or the United States. If the sanctions imposed continue to directly or indirectly interfere with the Insurer's provision of the services hereunder, the Insurer shall have the right to terminate the Insurance Contract unilaterally by notifying the Insured and the Policyholder thereof in writing.
- 1.10. When planning to assign his rights and duties to another insurer, the Insurer shall inform the Policyholder of such a plan and shall publish about it in press, indicating a period of at least 2 months during which the Policyholder shall have the right to file written objections with the Insurer regarding his intention to assign rights and duties. If the Policyholder files a written objection to the Insurer's plan to assign his rights and obligations to another insurer, the Policyholder shall have the right to terminate the Insurance Contract within one month from the day of assignment of rights and obligations.
- 1.11. The scope of the Insurance Coverage is provided in Table 1 of Annex 1 to these

individual terms and conditions.

#### **Article 2. Duties of the Insured in case of an Insured Event.**

2.1. In case of an Insured Event, the Insured shall take reasonable measures available to him in order to avoid possible damage or to reduce it, acting in observance of the Insurer's instructions, if such instructions were given or recommended by the Insurer's Assistant Partner after an event has already happened. The Insurer shall reimburse the Necessary Expenses of the Insured incurred in order to avoid damage or to reduce it in the implementation of the instructions of the Insurer, irrespective of the fact that the respective measures have not rendered a positive result. Such expenses shall be remunerated regardless of the fact that they exceed the Sum Insured together with the damage amount.

2.2. The Insured shall immediately notify respective competent authorities (police, fire service, ambulance, etc.) of the Insured Event, if this is required according to legal norms of the respective country, and shall notify the Insurer thereof without any undue delay, but not later than within the time period specified in the Special Part of these individual terms and conditions and applicable to the respective type of insurance.

2.3. At the Insurer's request, the Insured shall grant the Insurer the right to receive information from third parties (all types of medical institutions and their doctors, dentists, insurers, health and care services, including state social insurance and compulsory health insurance institutions) about the previous, current illnesses and illnesses having manifested before the expiry of Insurance Coverage, consequences of accidents, ailments, also about personal insurance contracts being drafted for conclusion, the already concluded and expired contracts; also information on the use of coverage provided by the state social insurance and compulsory health insurance and its scope. To this end, the Insured shall give to the Insurer a written consent, whereby the previously mentioned third parties shall be exempted from the obligation to keep secret and shall be authorized to provide the Insurer with all the necessary information.

2.4. The Insured shall execute the Insurer's requirements and help the Insurer to clear up the circumstances of the Insured Event and provide all information and documents which, in the opinion of the Insurer, are relevant in determining circumstances of the Insured Event and the Insurance Benefit amount.

2.5. The Insured shall, at the Insurer's request, authorize the Insurer in writing to make all claims on behalf of the Insured relating to satisfying or rejecting claims of third parties that are necessary in the opinion of the Insurer.

#### **Article 3. Procedure for determining damage and paying insurance benefits.**

3.1. Insurance Benefits shall be paid for Insured Events provided for in individual terms and conditions, without exceeding the Sum Insured.

3.2. The Insurer shall pay an insurance benefit only if he has been provided with the necessary evidence and it becomes property of the Insurer.

3.3. The Insured and / or his representative shall, at the Insurer's request, submit all the available documents and information related to circumstances and consequences of the Insured Event necessary to determine the Insurance Benefit amount. They shall be entitled to receive these documents in accordance with the procedure established by laws and other legal acts.

3.4. The Insurer shall pay the Insurance Benefit not later than within 30 calendar days from the day when all information important for determining the fact, circumstances and consequences of the Insured Event and the Insurance Benefit amount was received. Having failed to pay the Insurance Benefit to the Insured or the Beneficiary within these terms, the Insurer shall pay annual interest of 3% for the delayed payment of the insurance

benefit.

3.5. The Insurer shall not have the right to:

pay an Insurance Benefit or to refuse to pay it without making sure of the existence of the Insured Event;

refuse to pay an Insurance Benefit without checking all the information available to him.

3.6. If, upon the occurrence of an Insured Event, the Insured and the Insurer fail to reach an agreement on the Insurance Benefit amount, the Insurer shall, at a written request of the Insured, pay an amount equivalent to the Insurance Benefit amount undisputed by the Parties if the adjustment of the amount lasts longer than 3 months.

3.7. Having paid an Insurance Benefit, the right to claim the amounts paid from the person responsible for the damage done (subrogation) shall pass on to the Insurer. The Insured shall transfer to the Insurer all information that is available to him or would be available to him as a careful person in order for the Insurer to properly implement the right of claim that has passed to him. If the Insured has waived his right of claim or implementing it has become impossible at the fault of the Insured, the Insurer shall be fully or partially exempted from the payment of an Insurance Benefit and shall have the right to demand to refund the compensation that has already been paid.

3.8. The Insurer shall have the right to pay a compensation to forwarders and providers of appropriate documents substantiating the payment of an Insurance Benefit: the Policyholder, the Insured or the person specified by him, if they paid for the services themselves, also to authorized persons or medical institutions, and to those persons or institutions at the expense of whom mortal remains of the Insured were transported, also to other persons who are entitled to an Insurance Benefit in accordance with laws or these individual insurance terms and conditions.

3.9. If an Insurance Benefit is paid in a foreign currency, the foreign currency exchange rate applicable on the day of calculation of the Insurance Benefit shall apply to currency conversion.

3.10. The right of claim to the Insurance Benefit can neither be transferred to another person by the right of ownership nor pledged by a separate agreement.

3.11. Notwithstanding the Insured Risk, the Insured shall provide the Insurer with the following information and documents in all cases of claims for an Insurance compensation:

3.11.1. a written application for damages indicating the Cardholder's name, date of birth and the first 6 (six) and the last 4 (four) digits of the Card number;

3.11.2. all receipts, original invoices or copies thereof. They shall contain information on the recipient of the service - (name, surname, date of birth) and the service provider (name, address, registration number, bank account details), the scope of the service and exact name, place of service provision, and start and end dates.

3.11.3. The insurance compensation shall be paid within 30 (thirty) days from the day of receipt of all the documents necessary to determine the fact of presence of the damage and its extent.

#### **Article 4. Double insurance conditions.**

4.1. The Insured shall inform the Insurer about the Payment Cards with Travel Insurance Coverage from other banks that he has or other contracts on insurance for the same risks concluded or planned to be concluded with other insurance companies.

4.2. In case of an Insured Event and having determined that the Insured had been insured under other insurance contracts for the same risks with more than one insurance company, each insurance company shall pay an insurance benefit in proportion, without exceeding the total damage amount. In case the Insured has received insurance benefits for the same insured risks for the same event under other insurance contracts, the Insured shall repay the share of the paid insurance benefit in proportion to the Sum Insured under this

Insurance Contract. This provision shall not apply to accident insurance.

**Article 5. Validity and scope of insurance coverage, non-insured events and uninsured persons.**

5.1. During the period of one Trip, Insurance Coverage shall be valid during a Trip abroad for 90 calendar days from the day of the Insured's crossing of the state border when going Abroad.

5.2. Insurance Coverage shall not apply to family members of the Insured who do not travel along on the same Trip.

5.3. The start and end of each Trip Abroad shall be substantiated with documents, at the Insurer's request.

5.4. The Insurer shall provide Insurance Coverage in cases provided for in these individual terms and conditions that happen in the insurance territory during the Insurance Coverage validity period.

5.5. According to these individual terms and conditions, any damage, losses or expenses directly or indirectly related to the below listed events shall not be indemnified, regardless of the fact whether the emergence of such damage, losses or expenses or the determination of the amount thereof could have been impacted by other reasons and circumstances:

a) war, hostile actions of Foreign forces, military acts (regardless of whether or not a war was declared), civil war, rebellion, revolution, uprising, introduction of a state of emergency, internal unrest having reached the scale of an uprising, use of military or illegal forces, strikes, lockouts, also, detentions or arrests by state authorities and officials;

b) terrorist acts of any nature. In these individual terms and conditions, the concept of terrorism shall mean endangering life or health of many people, property or infrastructure objects through the use or threatening to use force (for example, by exploding, setting on fire, spreading radioactive, biological or chemical harmful substances, preparations, microorganisms, etc.) in pursuit of political, religious, ideological or ethnic goals, also in order to influence or intimidate the government, the society or a part thereof. This exception shall not apply to the risks listed in Chapter II (Medical expense insurance) and Chapter III (Accident insurance) whereon no warning was published on the website of the Ministry of Foreign Affairs of the Republic of Lithuania and no recommendations were made not to go to this zone before the start of the Trip. If such a warning was published after the Insured had already entered the zone specified in the warning, insurance coverage against terrorism shall end on the 7th day after publishing a warning;

c) damage, losses or expenses resulting from or related to response to, prevention or suppression of actions and incidents listed in subparagraphs a) and b) hereof shall not be reimbursed either.

5.6. According to these individual insurance terms and conditions the following shall not be reimbursed either:

5.6.1. damage for confiscation, arrest or destruction of property at the instruction of state authorities;

5.6.2. damage caused by direct or indirect effects, use or natural manifestation of nuclear energy and damage done to health by any radiation (radioactive, electromagnetic, heat, light, etc.) effects, also, damage done by the use of chemical and biological materials for non-peaceful purposes;

5.6.3. damage caused by an intentional injury, suicide or attempted suicide, also damage due to an accident incurred by the Insured when committing or preparing to commit a crime.

5.7. Illnesses and consequences of accidents resulting from the following shall also be considered non-insured events:

5.7.1. participation in any officially held sports competitions and trainings. Officially held sports competitions and trainings are such competitions and trainings, which are held by sports organizations, sports clubs having the rights of a legal person, sports schools, sports centers, sports bases, sports federations, associations, societies and other organizations and institutions engaged in physical education and sports activities, which allow practicing physical education and sports, training sportsmen, holding sports competitions and other physical education and sport events. Officially held sports competitions are conducted according to competition regulations, which shall be in line with sports competition rules. The regulations shall list competition organizers, conditions and procedure for holding competitions as well as safety requirements. Sports activities which are not held by sports organizations and are a form of pastime of the Insured shall not be subject to the provisions of this clause;

5.7.2. engagement in combat sports or increased-risk and extreme recreational sports (deep diving to more than 10 meters deep, climbing, spelunking, gliding, hang gliding, paragliding, kiting, parachuting, bungee jumping, etc.), out of piste skiing, including skiing using gliders or helicopters. Recreational sports listed in Table 2 of these individual insurance terms and conditions shall be subject to insurance coverage;

5.7.3. participation in outings and expeditions to locations of extreme climate conditions (such as polar zone, desert, open sea, etc.);

5.7.4. driving or rendition to drive a vehicle to someone under the influence of alcohol (exceeding blood alcohol content set by legislation of a respective country) or to a person who does not have the right to drive a vehicle of a respective category;

5.7.5. serving in military or another similar service, participation in war or military acts, peacekeeping missions;

5.7.6. working as a driver of land vehicles, carrying passengers and/or cargos for a remuneration in any form and amount, during their work hours, breaks, daily and weekly rest time.

5.7.7. events the occurrence whereof was affected by the use of alcohol, drugs, other toxic or psychotropic substances or potent drugs used for intoxication. The Insurer shall not pay an insurance benefit when the Insured used alcohol or other intoxicating substances after the event before doctor's examination or avoided having his sobriety or intoxication level checked. Insobriety and intoxication according to these individual terms and conditions shall be understood in accordance with the procedure prescribed by legal acts of the respective country.

5.8. According to these individual terms and conditions, non-property damage shall not be reimbursed, unless other provisions of these individual terms and conditions establish otherwise.

5.9. According to these individual terms and conditions, persons in penitentiaries cannot be insured. Insurance Coverage shall end as soon as the Insured becomes uninsured under this condition.

5.10. According to these individual terms and conditions, losses for criminal offense of the Insured shall not be reimbursed.

**Article 6. Validity of Insurance Coverage.**

6.1. Insurance Coverage shall end:

6.1.1. at the end of the insurance period;

6.1.2. upon the Insurer's payment of the total planned Sum Insured for one and the same insured event.

**Article 7. Reduction or non-payment of an insurance benefit.**

7.1. The Insurer shall have the right to reduce or refuse to pay an insurance benefit, if:

7.1.1. an insured event happened at the intent of the Insured, except for cases when intentional actions or omissions were socially valuable (self-defense, performance of civil duties, etc.);

7.1.2. the Insured has defaulted on his duties provided for in these individual terms and conditions, including duties on reporting Insured Events to the Insurer, except for cases when a default on or improper performance of these duties did not affect the determination of the fact of the Insured Event and/or its circumstances and/or damage amount.

7.2. The Insurer shall not compensate expenses when emergency medical aid services have been fully or partially covered from the compulsory health insurance fund in EU member states. When travelling to EU member states, Lichtenstein, Norway, Iceland and Switzerland, the Insured shall have a European Health Insurance Card, which certifies the coverage of a person under compulsory health insurance (for more information, refer to [www.vlk.lt](http://www.vlk.lt)).

7.3. In case of a failure of the Insured to perform his duties established in these individual terms and conditions to implement his right to medical aid or treatment services compensated from the compulsory health insurance fund budget, the Insurer shall have the right to reduce an insurance benefit by the amount which would have been compensated from the compulsory health insurance fund budget.

7.4. If damage occurred because the Insured deliberately failed to take available reasonable measures to avoid or reduce damage, the Insurer shall be exempted from reimbursement of such damage.

7.5. If the Insured fully or partially recognized or satisfied claims of third persons for reimbursement of damage without a prior explicit written consent of the Insurer, the Insurer can refuse to pay an insurance benefit or may reduce it, except for cases when the recognition or satisfaction of claims did not have any effect on the determination of the fact of an Insured Event and/or its circumstances and/or damage amount.

7.6. The Insurer shall not pay an insurance benefit after the Insured has reached 75 years of age.

#### **Article 8. Information on personal data processing.**

8.1. A Data Subject is a natural person who is a beneficiary, an insured, a family member or another person equivalent to the Policyholder.

8.2. The Insurer shall process personal data received from the Data Subject:

8.2.1. for the purposes of the conclusion of an insurance contract, its administration, risk assessment, investigation of insured events, determination of insurance benefit amounts in accordance with clauses (a) and (b) of Article 6 (1) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 / EC (General Data Protection Regulation), for 10 (ten) years after the expiry of contractual relations;

8.2.2. for direct marketing purposes in presence of a Data Subject's consent;

8.2.3. for the purpose of recording telephone conversations in order to receive evidence of the conclusion and execution of insurance contracts for 10 (ten) years from the end of contractual relations.

8.3. Personal data of the Data Subject can be provided and received from state registries, banks, law enforcement authorities, fire services, emergency services, multi-apartment building administrators, multi-apartment building associations, independent experts, health care institutions and other natural and legal persons in order to assess circumstances of the insured events that took place and to determine the insurance benefit amount.

8.4. The Insurer may provide Data Subject's personal data to:

8.4.1. courts, law enforcement authorities and other institutions in cases provided for by laws;

8.4.2. reinsurers, for reinsurance purposes both in the Republic of Lithuania and other countries;

8.4.3. data processors, i.e. companies that provide the Insurer with customer service and other value-added (administration), assistance services in the organization of medical, financial, legal and other aid, administration of the Insurer's damages, document scanning, handling and storage of archival documents (archive), support for information systems of the Insurer, and servicing services;

8.4.4. other data recipients with the consent of the Data Subject or at its request.

8.5. The Data Subject shall be informed of the fact that he has the right to request the Insurer to give him access to his personal data and to correct or erase them, or to limit the processing of personal data, also the right to object to the processing of his personal data, and the right to data portability. These rights shall be implemented in accordance with the terms and the procedure laid down in Regulation (EU) 2016/679, except for the exceptions established in Regulation (EU) 2016/679.

8.6. When personal data are processed in accordance with clause a) of Article 6(1) of Regulation (EU) 2016/679, the Data Subject shall have the right to cancel the given consent at any time.

8.7. The Data Subject shall have the right to address the data protection officer of the Insurer (by e-mail [asmensduomenys@ergo.lt](mailto:asmensduomenys@ergo.lt) or by calling 1887) on all matters relating to the processing of personal data and the use of his rights according to Regulation (EU) 2016/679.

8.8. The Insurer may apply profiling of the Data Subject's personal data for the purposes specified in the Chapter „Information on personal data processing“. For more information on profiling, refer to the ERGO Privacy Policy.

8.9. Considering his rights established by Regulation (EU) 2016/679 to have been violated, the Data Subject shall have the right to lodge a complaint with a supervisory authority, the State Data Protection Inspectorate first of all, pursuant to Article 77(1) of Regulation (EU) 2016/679, and to take advantage of the remedy according to Article 79 of Regulation (EU) 2016/679.

#### **Article 9. Reports and statements of will.**

9.1. All reports and statements intended for the Insurer shall be laid out in writing and sent to the following address: ERGO Insurance SE Lithuanian branch, Geležinio Vilko g. 6A, LT-03507 Vilnius, e-mail: [zalos@ergo.lt](mailto:zalos@ergo.lt).

9.2. In all cases, events may be reported by remotely completing a report form available on the Insurer's website at [www.ergo.lt](http://www.ergo.lt).

9.3. In case of an acute health disorder experienced while on a Trip and in presence of the need for inpatient treatment, please immediately inform the Insurer's representative, namely, the medical assistant partner April Baltic (tel. + 370 5 203 00 55 open 24-7, e-mail: [luminor@ops24.eu](mailto:luminor@ops24.eu) ) or the Insurer's call center (tel. 1887 (calling from abroad + 370 5 2683 222, during working hours)).



