

ERGO Insurance SE Lithuanian branch

ERGO Foreigners Travel Insurance Terms and Conditions No. 043



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I. Definitions

1. The following definitions are used in these Insurance Terms and Conditions and the insurance contract

- 1.1. **Policyholder** (hereinafter – you) means a person who has either applied to the insurer for the conclusion of an insurance contract or whom the insurer has offered to conclude an insurance contract, or who concluded an insurance contract with the insurer. The concept You also includes the Insured, if the Policyholder and the Insured is not the same person.
- 1.2. **Insurer** (hereinafter – we) means ERGO Insurance SE Lithuanian branch.
- 1.3. **Insured** means the foreigner specified in the insurance contract, upon occurrence of an insured event in whose life the insurer is obliged to pay the sum insured; in the case of a civil liability insurance, the insured shall mean the specified person whose property interests arising out of civil liability are insured.
- 1.4. **Beneficiary** means the person indicated in the insurance contract or the person designated by the policyholder, or, in the cases specified in the insurance contract – also by the insured, entitled to receive an insurance indemnity.
- 1.5. **Close relatives** mean parents (adoptive parents), children (adopted children), grandparents, grandchildren, and siblings.
- 1.6. **Unconditional deductible** means the amount of money which you pay in case of each insured event. A deductible may be expressed as a sum of money and/or as a percentage of the loss amount.
- 1.7. **Insurance coverage** means our obligation to pay an insurance indemnity in case of an insured event.
- 1.8. **Insurance policy** means a printed or an electronic document which confirms the conclusion of an insurance contract.
- 1.9. **Insurance risk** means a probable risk, threatening the insurance object.
- 1.10. **Disappearance of insurance risk** means the disappearance of a probable risk threatening the insurance object.
- 1.11. **Increase of insurance risk** means a situation where, after the moment of conclusion of the insurance contract, the insured decides to travel to a country or to a part of the country in the insurance territory travelling whereto is not recommended according to the officially published information, or precautionary measures should be taken when travelling thereto.
- 1.12. **Insurance territory** means the territory specified in the insurance policy, except for the country of permanent residence of the Insured and the country of nationality of the insured, unless otherwise provided for in the insurance contract.
- 1.13. **Sum insured** means the amount of money specified in the insurance contract or calculated in accordance with the procedure laid down in the insurance contract, which the sum insured may not exceed, except for cases where agreed otherwise in the insurance contract. The sum insured shall be set for each insured, unless the insurance contract establishes otherwise, and shall be equal to the maximum sum insured which may be paid for all insured events occurring during the validity period of insurance coverage under the insurance contract.
- 1.14. **Insurance contract period** means the period specified in the insurance policy. If the policyholder duly fulfils his obligation to pay the full, the first and/or deferred insurance premium, the period of the insurance contract corresponds to the insurance coverage period, unless the insurance contract establishes otherwise.
- 1.15. **Insurance contract** means a contract concluded between you and us. The insurance contract consists of these insurance terms and conditions, the insurance policy and other documents, if they were provided or issued (e.g. your written application to conclude an insurance contract, supplements or amendments to the insurance policy, etc.).
- 1.16. **Insurance terms and conditions** mean our prepared standard terms and conditions of the insurance contract which form an integral part thereof.
- 1.17. **Insured event** means an insured event specified in the insurance contract upon occurrence of which we have to pay an insurance indemnity.
- 1.18. **Extreme sports (activity)** means an activity or sport involving a greater than normal risk of injury and requiring special physical ability and preparation. Such activities or sports often involve the use of special equipment, and an accident while engaging in such an activity is often caused by forces of nature and the environment where the sport is practiced.
- 1.19. **Visited country** means the Republic of Lithuania or the Schengen area. A country of permanent residence or nationality of the insured shall not be considered to be a visited country.
- 1.20. **Medical records** mean information certified and provided in writing by a health care institution, on the impairment of bodily functions of the insured, tests performed, incapacity for work, treatment, rehabilitation and medication or other measures prescribed, as well as conclusions on medical repatriation and/or accompaniment.

- 1.21. **Non-insured event** means an event provided for in the insurance contract upon an occurrence of which we shall not pay an insurance indemnity.
- 1.22. **Suffered third party** means a person who was injured by the insured.
- 1.23. **Country of permanent residence** means a country which is a permanent or main place of residence of the person and which the person considers to be the place of presence of his personal, social and economic interests. If a person lives in several countries, the country which he is most related to (has personal property or where most of his property is, etc.) shall be considered to be the main place of residence.
- 1.24. **Insobriety** means the insured being under the influence of alcohol. If medical documents confirm that at the time of the accident the insured person's alcohol concentration was below 0.40 pro milles, the insured shall be deemed sober for the purposes of these Insurance Terms and Conditions, notwithstanding any legislation to the contrary.
- 1.25. **Claim** means a written document which requires to indemnify the damage caused.
- 1.26. **Health impairment (injury)** means an impairment of bodily functions of the insured.
- 1.27. **Family members** means a spouse or a person living together (without registration of marriage) sharing a household (cohabitant or partner), minor children (adopted children), minor guardians and foster children.
- 1.28. **Schengen or the Schengen area** means countries having signed a Schengen agreement.
- 1.29. **Terrorist acts (terrorism)** means endangering the life or health of many people, property or objects of infrastructure by means of a person or a group of persons using or a threatening to use force (e.g. bombing, setting on fire or spreading radioactive, biological or chemical harmful substances, preparations or micro-organisms, etc.), acting on their own behalf or at the order or instruction of an organisation and/or public authorities, for political, religious, ideological or ethnic purposes, or with the intent to influence or intimidate the government and/or the public or a part thereof.
- 1.30. **Third party** means a person who, under a concluded insurance contract, is not involved in a contractual insurance relationship with us or you.
- 1.31. **Foreigner** means a natural person who is not a citizen of the Republic of Lithuania whether or not he is a national of the foreign country.
- 1.32. **Damage** means expenses incurred by the insured which are indemnified by insurance indemnities referred to in these Insurance Terms and Conditions, unless Foreigners Travel Insurance Terms and Conditions establish otherwise. Damage for the purposes of the insurance contract does not include non-pecuniary damage, unless the provisions in the Foreigners Travel Insurance Terms and Conditions expressly state otherwise.

If the definitions of the concepts used in this Section and in other sections of the Insurance Terms and Conditions differ, the definitions presented in the other Sections shall prevail. In cases where a concept defined in one section is used in another section, although no definition of that concept has been given in another section, that concept shall be interpreted and construed in the same way as it is defined in any section of the Insurance Terms and Conditions.

II. Foreigners travel insurance terms and conditions

Your selected insurance risks (coverages) on the insurance of which we agreed are listed in the insurance policy.

1. Medical expense and repatriation insurance

1.1. Definitions

- 1.1.1. **Emergency medical aid** means immediate, uninterrupted and urgent medical assistance for a threat posed to life or health of the Insured which cannot be postponed till the insured's return to the country of his permanent residence or nationality. Emergency medical aid shall last until the earliest of the following events: stabilisation of the insured's condition; medical repatriation of the insured; death of the insured. Emergency medical aid shall not include rehabilitation, therapeutic, spa or sanatorium treatment, as well as non-traditional medicine.
- 1.1.2. **Body repatriation** means the carriage of mortal remains of the insured to his country of permanent residence or the country of his nationality.
- 1.1.3. **Chronic illness** means a health condition which has existed before leaving to the visited country (even if its existence has not yet been approved by a qualified physician) and/or with regard to which the Insured

consulted a physician, received treatment or used medication during the period of the last 6 months before concluding the travel insurance contract for going to the visited country.

- 1.1.4. **Medical repatriation** means bringing back the insured to the country of his permanent residence or the country of his nationality for further inpatient treatment.
- 1.1.5. **Medical expenses** mean expenses substantiated with financial and medical documents for an acute illness or bodily injury of the insured suffered during the insurance contract validity period or in the territory specified in the insurance policy.
- 1.1.6. **Acute illness** means an acute, unexpected change of the human's body condition threatening health and life, which started in the visited country during the validity period of the insurance contract, the elimination of which requires emergency medical aid provided for in the insurance contract.

1.2. **Object of insurance**

- 1.2.1. The object of insurance shall cover property interests of the insured related to health impairments suffered and/ or death in the insurance territory.

1.3. **Insured events**

- 1.3.1. Insured events are a bodily injury and/ or an acute health disorder and/ or death of the insured having suddenly and unexpectedly happened in the insurance territory during the validity period of the insurance contract as a result of which the insured incurred the losses specified in this Section of the Insurance Terms and Conditions, except for non-insured events and non-indemnifiable expenses.

1.4. **Insurance indemnities, their calculation and payment procedure**

- 1.4.1. In case of an insured event, the insured or the beneficiary shall be indemnified for the incurred expenses listed in clause 1.4 hereof, up to the sum insured provided for in the insurance policy. In the case of individual expenses, the insurance contract provides for the limits of insurance indemnities or the maximum indemnifiable amounts.
- 1.4.2. Medical expenses incurred in the visited country shall be indemnified without exceeding the rates set by the Health Insurance Fund (at the level of those covered under social insurance), however, if emergency medical aid is provided in a private health care institution, 30 % of the medical expenses incurred shall be indemnified. The calculated insurance indemnity shall be further reduced by the amount of the unconditional deductible, if provided for in the insurance policy.
- 1.4.3. In case of emergency hospital treatment (including day hospital services) medical expenses shall only be indemnified in the cases when the insured is treated at a health care institution which is a part of the public health care system of the visited country.
- 1.4.4. The following incurred expenses shall be indemnified:
 - 1.4.4.1. the cost of travelling of the insured or transporting him to the nearest health care institution of his choice and back to the place of accommodation in the visited country;
 - 1.4.4.2. expenses of emergency medical services provided by a health care institution, including emergency surgeries in an in-patient medical facility which is a part of the public health system of the visited country;
 - 1.4.4.3. expenses of dental treatment to relief dental pain up to a maximum of EUR 100 per one insured during the entire insurance contract validity period, whether the insurance coverage was chosen with or without an unconditional deductible;
 - 1.4.4.4. cost of acquisition of medicines and dressings prescribed by doctors;
 - 1.4.4.5. medical repatriation expenses to the country of permanent residence or the country of nationality of the insured, if the medical institution having provided emergency medical aid substantiates in writing the necessity of medical repatriation and provided that the insured person's treatment is continued in an in-patient health care institution in the country of his permanent residence or nationality;

- 1.4.4.6. expenses of the accompanying person (medical staff of the healthcare institution or a natural person living or staying in the place of hospitalisation of the insured in the country), consisting of the costs of his subsistence abroad and the costs of travelling from the country of hospitalisation of the insured to the country of permanent residence or the country of nationality of the insured and back to the country of permanent residence of the accompanying person, if the need for accompanying the insured has been justified by medical documents. Travel expenses of the accompanying person shall be indemnified without exceeding costs of an economy class flight, and subsistence expenses shall be reimbursed up to a maximum of 7 calendar days and without exceeding EUR 100 per day;
 - 1.4.4.7. the cost of transporting the insured person's remains (body or urn) to his country of residence or nationality in case of his death, or the necessary burial or cremation services in the visited country, without exceeding the cost of transportation of the insured's remains. The necessity of these expenses shall be agreed with us in advance.
- 1.4.5. If the insured is treated for a medical condition recognised as an insured event for a period longer than the date of expiry of the insurance coverage, and the medical repatriation of the insured or his travel to the country of his permanent residence or nationality is not possible for reasons beyond the insured person's control, insurance coverage (including medical or bodily repatriation) for that medical condition shall apply for a maximum period of 28 calendar days counting from the date of expiry of the insurance coverage, if he is treated in-patiently.

1.5. Non-insured events and non-indemnifiable expenses

1.5.1. The following are considered non-insured events:

- 1.5.1.1. cases referred to in clause 4 of part II;
- 1.5.1.2. addictions, oncological diseases, sexually transmitted diseases, the HIV virus and health problems resulting from the diseases listed in this clause;
- 1.5.1.3. mental disorders, mental and nervous illnesses, panic attacks, psychological trauma.

1.5.2. The following expenses shall also be non-indemnifiable:

- 1.5.2.1. expenses of medical services that exceed the scope of emergency medical aid, as well as the cost of repairing cosmetic defects, the cost of medical reports and certificates, disinfectants, vaccinations (except rabies vaccinations, where they are necessary as a result of a suffered accident), food additives and supplements, vitamins, homeopathic remedies, and personal hygiene products;
- 1.5.2.2. rehabilitation treatment expenses (physical therapy, spa, sanatorium treatment, etc.);
- 1.5.2.3. medical check-up, treatment for pregnancy, termination of pregnancy, childbirth, post-natal diseases, care of children born post-natally, except for the costs of emergency medical aid for complications of pregnancy which were not and could not have been foreseen before the date of conclusion of the insurance contract or the moment of departure to the visited country, if the date of departure is later than the date of conclusion of the insurance contract;
- 1.5.2.4. costs of acquisition of all types of medical aids (eyeglasses, prostheses, hearing aids and other aids), except crutches and splints, under the right of ownership, their rental and loan-for-use expenses, if they are required on doctor's instruction as a result of an insured event;
- 1.5.2.5. costs of diagnosis and treatment of chronic, congenital diseases, their complications and diseases which began before the start of the insurance coverage period, regardless of whether or not they were treated before the event, except for the costs of healing severe pain and life-threatening conditions;
- 1.5.2.6. costs of dental treatment other than treatment for toothache;
- 1.5.2.7. expenses incurred by the insured in the country of his permanent residence or nationality;
- 1.5.2.8. expenses of a person accompanying the insured in the event of medical repatriation incurred in the country of his permanent residence;
- 1.5.2.9. costs of searching for body of the insured;
- 1.5.2.10. for repeated visits to a foreign medical institution for the same medical condition where the treatment prescribed is not changed, and for visits for the purpose of discussing test results only;
- 1.5.2.11. costs of treatment provided by family members and/or close relatives;

- 1.5.2.12. costs of treatment in an in-patient health care institution, medically necessary transportation to the country of residence or the country of nationality of the insured, the cost of transporting the insured's remains, or the cost of burial, if our prior written consent to reimbursement of these costs has not been obtained in advance;
 - 1.5.2.13. costs of additional comfort conditions (e.g. enhanced single room, special menu meals, television);
 - 1.5.2.14. expenses that are not listed in clause 1.4 of Part II.
- 1.5.3. The insurance coverage shall not cover persons who are mentally ill, persons on probation, remand in custody, detention and persons requiring long-term and permanent care.

1.6. **Your and the insured's obligations in case of an insured event**

1.6.1. Your and the insured's obligations:

- 1.6.1.1. to fulfil the obligations listed in Part III hereof;
- 1.6.1.2. to immediately refer to a health care institution;
- 1.6.1.3. in the case of an inpatient treatment, to refer to health care institutions in the public health care system;
- 1.6.1.4. to follow doctor's instructions;
- 1.6.1.5. to inform us of your medical condition no later than 30 calendar days after the date of the insured event, except in the case of death or hospitalisation in an inpatient health care facility. You must notify us of the death of the insured immediately, within 48 hours at the latest, or, in case of the insured person's admission to an inpatient health care institution – before the insured is admitted for inpatient treatment, unless this is not possible due to a severe medical condition;
- 1.6.1.6. to provide us with medical documentation supporting the medical condition, the circumstances of its occurrence and its consequences;
- 1.6.1.7. to provide us with original invoices for the medical services provided, indicating the rates of the services provided. If you were insured with another insurance company, you may also submit duplicate invoices showing the expenses approved by the other insurer. If the original bills are retained by healthcare institutions in the country you are visiting, certified copies shall be provided;
- 1.6.1.8. to provide receipts certifying the costs of travel or transport to the medical institution, if these costs were incurred;
- 1.6.1.9. to provide us with medical documents issued by the medical institution justifying the necessity of medical repatriation;
- 1.6.1.10. if you request indemnification of repatriation, cremation or burial expenses of the insured, you shall be obliged to provide us with medical documents supporting the fact of the insured's death and the causes and circumstances of his death;
- 1.6.1.11. do not order repatriation or burial of the insured's body without our prior written approval;
- 1.6.1.12. do not make a decision regarding the accompaniment of the insured until the indemnification of the expenses referred to in clause 1.4.4.6 of Part II has been approved;
- 1.6.1.13. do not use the services of an inpatient health care institution without our prior written approval, except where a delay of any period of time is not justified from a medical perspective;
- 1.6.1.14. provide a written consent of the insured to the processing of his personal health data, which gives us the right to have access to the information necessary to determine the circumstances, consequences of the event and the insurance indemnity amount, stored by the health care, state social insurance institution, law enforcement agencies and other companies, institutions or organisations, and allow us to investigate the circumstances, causes and consequences of the event;
- 1.6.1.15. inform us if you have a valid medical expense insurance coverage with another insurance company for the same event;
- 1.6.1.16. provide us, at our request, with evidence to support the start and end of each trip to Lithuania or the Schengen area.

2. Accident insurance

2.1. Definitions

- 2.1.1. **Partial injury** means a case when the insured's bodily functions are partially impaired.
- 2.1.2. **External impact** means a sudden, unexpected, external impact caused for reasons other than the will of the insured.
- 2.1.3. **Accident** means a sudden and unexpected event (injury) at the time of which the insured suffers damage against his will as a result of an external impact on his body as specified in these Insurance Terms and Conditions. The contraction of an illness is not attributable to an external impact and is therefore not considered an accident.
- 2.1.4. **Damage** means a consequence of an accident (Part II, clause 2.4 – accidents) as specified in the insurance contract.

2.2. Object of insurance

- 2.2.1. Object of insurance means pecuniary interests of the insured related to the damage to health incurred by the insured or death of the insured as a consequence of an accident in the insurance territory.

2.3. Insured events

- 2.3.1. Insured event means an accident suffered by the insured in the insurance territory during the validity period of the insurance contract, for which the insured or the beneficiary acquires the right to an insurance indemnity, except for non-insured events.

2.4. Accidents. Procedure of calculation and payment of insurance indemnities

- 2.4.1. At your choice, insurance coverage may be provided in case of death and disability. The cases the insurance of which was agreed are listed in the insurance policy.
- 2.4.2. **Death** means death of the insured as a result of a bodily injury sustained in an accident within one year from the date of the accident:
 - 2.4.2.1. in case of the death of the insured, we shall pay the full sum insured indicated in the insurance policy;
 - 2.4.2.2. if other insurance indemnities provided for in the insurance contract have already been paid for the same accident which led to the death of the insured, they shall be deducted from the sum insured payable for death of the insured;
 - 2.4.2.3. if the court has declared the insured dead, an insurance indemnity for death shall only be paid if the court's decision states that the insured went missing under circumstances which suggest that the insured person died as a result of an external impact on his body during the period of validity of the insurance contract.
- 2.4.3. **Disability** means a serious injury sustained by the insured which has persisted for at least 12 months after the date of the accident and is certified by medical documents issued not later than 3 months after the expiry of a period of 12 months from the date of the accident:
 - 2.4.3.1. the amount of the sum insured shall be expressed as a percentage of the sum insured specified in the insurance policy in the event of disability and shall be calculated in accordance with the percentage set for that injury in Table 1 of Annex 1 to the Insurance Terms and Conditions "Injuries in case of disability";
 - 2.4.3.2. reduction or loss of the insured's ability to work, where the Disability and Working Capacity Office under the Ministry of Social Security and Labour or another institution with the relevant rights grants the suffered person the level of disability on a temporary or permanent basis, shall not be considered the basis for calculating the insurance indemnity amount;
 - 2.4.3.3. if the insured suffers a partial injury due to a disability, we shall have the right to reassess the extent of the injury once a year 36 months after the date of the accident, based on the data provided in the medical records on the effectiveness of the insured person's rehabilitation and

other relevant information on his health condition. In such cases, an insurance indemnity shall be paid in instalments each calendar year. The first and the second instalment of the insurance indemnity shall be 30% each and the third instalment shall account for 40% of the calculated insurance indemnity amount;

2.4.3.4. if the disability caused by an accident which is recognised an insured event raises no doubt, an insurance indemnity may be calculated and paid earlier, i.e. without waiting for the time limit indicated in clause 2.4.3 hereof to expire;

2.4.3.5. if the insured dies within one year after the date of the accident, but for reasons other than the accident, or dies more than one year after the date of the accident, irrespective of the cause, and there has been a claim filed for payment of an insurance indemnity under the risk of disability, we shall pay an insurance indemnity based on the level of disability as determined on the basis of the latest medical check-up data.

2.5. General provisions for determining and paying an insurance indemnity

2.5.1. Our medical experts shall determine the insurance indemnity amount pursuant to these Insurance Terms and Conditions, the disability tables in Annex 1 hereto, the insured's medical records, the findings, consultations and recommendations by the medical practitioners who have treated the insured and the effectiveness of the insured's rehabilitation.

2.5.2. An insurance indemnity for each accident case shall not exceed the sum insured specified in the insurance contract.

2.5.3. If there is more than one injury in the same part of body of the insured as a result of an accident, we shall pay only one (highest) sum insured for the most serious injury.

2.5.4. If there is more than one injury as a result of the accident, and all of them are in the same Table in Annex 1 hereto, we shall calculate an insurance indemnity by adding up the sums insured for each injury up to the sum insured set for that particular accident.

2.5.5. We shall pay the sum insured to the insured. If another beneficiary has been named in the insurance contract, we shall pay an insurance indemnity to him only having received a written consent of the insured thereto before the date of conclusion of the insurance contract.

2.5.6. The cost of translation of medical documents and other documents proving the fact, circumstances and consequences of the insured event shall be deducted from the insurance indemnity payable.

2.5.7. An insurance indemnity calculated in accordance with provisions of this Section may be reduced on the grounds provided for in the insurance contract. The insurance contract may provide for additional conditions for the calculation and/or payment of an insurance indemnity for specific cases of injuries and/or insurance claims.

2.6. Non-insured events

2.6.1. We consider the following accidents to be non-insured events:

2.6.1.1. suffered in the cases referred to in clause 4 of Part II;

2.6.1.2. suffered as a result of removal, fracture and/or dislocation of osteosynthetic structures, or a fracture and/or dislocation of prosthetic joints;

2.6.1.3. recurrent dislocation or submersion of bones/joints where the original dislocation or submersion occurred before the date of conclusion of the insurance contract commencing the period of validity of continuous insurance coverage;

2.6.1.4. caused by infectious or other agents having got into the body for reasons other than external exposure to the body of the insured or through minor skin or mucous membrane lesions (abrasions, scratches), with the exception of rabies, tetanus and cases where the infectious agents have been brought in by a surgery performed or treatment (radiotherapy, physiotherapy or medication treatment) after the accident;

2.6.1.5. abdominal and/or peritoneal hernias;

- 2.6.1.6. pathological bone fractures, intervertebral disc lesions or hernias, degenerative changes in joints;
- 2.6.1.7. caused by mental or consciousness disorders, apoplexy, epilepsy or other convulsive seizures affecting the whole body of the insured, provided that these seizures are not due to an external exposure on the body of the insured;
- 2.6.1.8. suffered as a result of mental reactions (in a state of affect), irrespective of their cause;
- 2.6.1.9. suffered as a result of chronic, congenital or degenerative diseases;
- 2.6.1.10. suffered as a result of treatment (radiotherapy, physiotherapy or medication) or surgeries which the insured has performed directly on himself or has allowed others to perform, if the treatment or the surgery was not necessary due to the accident;
- 2.6.1.11. suffered as a result of the driving or using any motor or motorless aerial vehicle, motor aeroplane, light aircraft, spacecraft and other means of gliding or flying in the air, except where the insured is travelling from one place to another by means of an aerial vehicle which is classified as a means of public transport, and where he is not a member of the crew of such a vehicle;
- 2.6.1.12. suffered as a result of actions of third parties provoked by the insured when he is drunk and/or under the influence of drugs, strong medication, toxic, psychotropic or other psychoactive substances;
- 2.6.1.13. bursitis, elbow, carpal tunnel syndrome, shoulder joint tightness syndrome (rotator cuff syndrome);
- 2.6.1.14. suffered as a result of a retinal detachment, if the retinal detachment was due to reasons other than direct trauma to the eye (e.g. eyeball contusion, injury, orbital fracture), but due to other causes, such as an illness (severe myopia, hypertension or other diseases), lifting a heavy object, sudden or unusual movement, or hit to another body part.

2.7. Reduction of an insurance indemnity and grounds for refusing to pay it

2.7.1. We shall have the right to reduce an insurance indemnity:

- 2.7.1.1. in the cases referred to in clause 8.12 of Part III;
- 2.7.1.2. by 50 % – if an insured event occurred as a result of injuries that existed before the date of the accident, the consequences of improperly provided medical assistance, reconstructive-plastic surgeries or illnesses, with the exception of illnesses/injuries for which state authorities had determined a level of incapacity for work (disability), and mental illnesses;
- 2.7.1.3. having determined a partial injury, in case of disability, we shall not pay the second and/or the third instalment of the insurance indemnity if, based on the data on the effectiveness of the insured person's rehabilitation provided in the medical records and other relevant information, it is established that the bodily functions of the insured impaired as a result of an external impact have recovered or that the doctors' instructions have been followed inadequately.

2.8. Your and the insured's obligations in case of an insured event

2.8.1. Your and the insured's obligations:

- 2.8.1.1. to perform the obligations set out in Part III;
- 2.8.1.2. to refer to a health care institution immediately and within 48 hours of the accident;
- 2.8.1.3. to tell the attending doctor the exact date and circumstances of the accident;
- 2.8.1.4. to follow the doctor's instructions and take all reasonable measures available to minimise the consequences of the accident;
- 2.8.1.5. to inform us of any accident other than death immediately, no later than 30 calendar days after the date of the accident. Notify us of death in writing within 48 hours;
- 2.8.1.6. to provide the insured person's written consent to the processing of personal health data, which gives us the right to have access to the information necessary to determine the circumstances, consequences and the insurance indemnity amount for the accident, which is stored by health care, state social insurance, law enforcement agencies and other companies, institutions or organisations, and to allow us to carry out an investigation into the circumstances, causes and consequences of the accident.

3. Personal civil liability insurance

3.1. Definitions

- 3.1.1. **Personal civil liability** means a pecuniary obligation to indemnify a third party for damage caused by an act (or omission) prohibited by law or by a breach of a general duty to act with diligence and care.
- 3.1.2. **Litigation** expenses mean a stamp duty, lawyer's fees and other costs incurred in connection with case hearing in court.
- 3.1.3. **Damage** means damage to or destruction of property of a third party, death of the third party, impairment of health (injury) of the third party and the direct costs incurred as a result thereof, as well as loss of income which the third party would have received if it had not suffered the adverse consequences referred to in this Section, namely, damage to or destruction of property, death or impairment of health (injury), as a result of the insured person's guilty actions. In the event of death or bodily injury to a third party, the concept of damage shall also include non-pecuniary damage.

3.2. Object of insurance

- 3.2.1. The object of insurance is property interests related to damage caused by the insured to the health, life or property of a third party in the insurance territory.

3.3. Insured events

- 3.3.1. We consider a third party's claim in respect of civil liability of the insured to be an insured event, if all the below conditions are met:
 - 3.3.1.1. a notification of a possible insured event or a claim for indemnification has been filed to us during the period of validity of insurance coverage or within one year after the expiry of the insurance coverage period;
 - 3.3.1.2. a claim has been filed for damage caused during the insurance period;
 - 3.3.1.3. a claim has been filed for damage occurred in the insurance territory;
 - 3.3.1.4. the insured is liable for the damage in accordance with the law governing his liability;
 - 3.3.1.5. an event is not treated as a non-insured event under clause 3.5 of Part II.
- 3.3.2. If several claims are filed for the same act/omission of the insured person causing damage, it shall be considered that one insured event has happened.
- 3.3.3. The civil liability of the insured for damage done by his minor children (adoptive children), as well as by his minor stepchildren and foster children within the territory of the insured territory shall be co-insured.

3.4. Unconditional deductible. Insurance indemnities, their calculation and payment procedure

- 3.4.1. The unconditional deductible specified in the insurance policy shall be deducted from the amount of the loss incurred in case of an insured event.
- 3.4.2. Unless otherwise provided for in the insurance policy, insurance indemnities for non-pecuniary damage and for loss of income shall each not exceed 10% of the sum insured under the personal liability insurance specified in the insurance policy.
- 3.4.3. The insurance indemnity shall be calculated on a case-by-case basis in accordance with the actual amount of the damage caused on the date of the accident (after taking into account depreciation), considering the legal norms governing indemnification of damages and the case-law, but without exceeding the sum insured.
- 3.4.4. The value added tax (hereinafter – VAT) shall not be reimbursed if the beneficiary of the insurance indemnity is entitled to recover VAT from the state budget.

- 3.4.5. If we have the right to choose, at our sole discretion, a representative to represent the insured in legal proceedings in the trial of an insured event or an event which may be deemed to be an insured event where third parties claim indemnification of damage caused by the insured, and we shall also be liable to pay the costs of the legal aid of the representative chosen. If the insured does not agree to grant a power of attorney to the person appointed by us, the costs of legal aid shall not be indemnified. Litigation expenses are defined as they are understood in accordance with the Code of Civil Procedure of the Republic of Lithuania. Litigation expenses shall be added to the insurance indemnity and deducted from the sum insured.
- 3.4.6. If, in case of an insured event, the amount of third-party claims for indemnification of damages, together with litigation expenses, exceeds the sum insured, we shall pay the litigation expenses in proportion to the ratio between the sum insured and the claims of the third party, so that the total amount of the sum insured and the litigation expenses does not exceed the sum insured as set out in the insurance policy. Having settled the claims of third parties and paid our share of litigation expenses, we shall have fully discharged our obligations under the personal liability insurance part in case of a specific insured event.

3.5. **Non-insured events**

- 3.5.1. We consider cases when third parties claim indemnification of the following losses to be non-insured events:
- 3.5.1.1. losses arising in the cases listed in clause 4 of Part II;
 - 3.5.1.2. losses relating to contractual relations, except for civil liability up to the extent provided for in the applicable law on civil liability for damage to immovable property of a third party lawfully used by the insured for living in the visited country, but damage to any movable property in the rented premises shall be considered a non-insured event for the purposes of this clause. Damage related to contractual relationship also includes damage relating to contractual relations, but the obligation to indemnify it arises on the basis of a law;
 - 3.5.1.3. losses not provided for in Section 3 of Part II;
 - 3.5.1.4. losses incurred while hunting and/ or any impact exerted by the insured on wildlife;
 - 3.5.1.5. losses relating to the keeping of any animals and/or livestock;
 - 3.5.1.6. arising out of the insured person's employment, functions as a governing body, industrial, commercial, educational, scientific, professional activities, whether or not they are remunerated, participation in extracurricular activities and voluntary organisations;
 - 3.5.1.7. losses arising out of the use or driving of all types of motorised land, water or air (including space) vehicles;
 - 3.5.1.8. losses to close relatives, family members of the insured, also to persons whose civil liability is insured under the same insurance contract;
 - 3.5.1.9. infecting with a disease contracted by the insured;
 - 3.5.1.10. reduction in the marketable value of property;
 - 3.5.1.11. damage to property unlawfully owned or used;
 - 3.5.1.12. the use of ionising rays of high energy content (e.g. alpha, beta and gamma rays emanating from radioactive materials and neutrons or rays produced in particle accelerators;
 - 3.5.1.13. due to prolonged (continuous) dispersion of temperature, gases, vapours, fumes, smoke, moisture or precipitation (e.g. soot, dust, etc.) and the effects (whether sudden or continuous) caused by it;
 - 3.5.1.14. deterioration of the natural environment or its elements, noise, use of asbestos;
 - 3.5.1.15. damage caused by personal documents, electronic means of payment, money, mobile telephones, shares, bonds and other securities, as well as software, data media and data;
 - 3.5.1.16. third parties claim from the policyholder, on the grounds of loss of working capacity, the payment of wages, pensions, reimbursement of medical treatment expenses or other social security, where the wages, pensions, medical treatment expenses have already been reimbursed to the policyholder under the State Social Insurance or the suffered third parties were provided with other social security benefits;
 - 3.5.1.17. third parties claim indemnification of financial losses which are not directly related to the civil liability of the insured for damage and/or destruction of objects and damage to health and/or life of a person and/or do not arise as a consequence of damage and/or destruction of objects and damage to health and/or life of a person.

- 3.5.2. We shall not indemnify any fines, penalties, default interest or other sanctions and/or charges of a similar nature provided for by contracts or laws.
- 3.5.3. We shall have the right to reduce the insurance indemnity:
 - 3.5.3.1. by the amount of the costs incurred whereby the insurance indemnity increased due to the fact that you did not agree to us recognizing claims of third parties justified in whole or in part.

3.6. Your and the insured's obligations in case of an insured event

- 3.6.1. Your and the insured's obligations:
 - 3.6.1.1. to perform the obligations listed in Part III hereof;
 - 3.6.1.2. to report an incident to the police in case of damage to the health or life of a person;
 - 3.6.1.3. to notify us in writing within 3 calendar days of the event which may give rise to civil liability of the insured and of the claim made against the insured, indicating the contact details of the suffered third party;
 - 3.6.1.4. if a claim has been filed through courts, to notify us immediately in writing of the claim filed this way, notwithstanding that the claim or the event which may give rise to civil liability of the insured has already been reported to us before.

4. General non-insured events

- 4.1. The below-listed non-insured events apply for all insurance risks (coverages). We consider the following to be general non-insured events:
 - 4.1.1. events suffered as a result of the insured's intentional bodily injury, attempted suicide, as well as incidents suffered by the insured committing or preparing to commit criminal offences provided for by criminal law;
 - 4.1.2. suicide of the insured and the resulting damage where insurance coverage has been in force continuously for more than 3 years;
 - 4.1.3. accidents suffered when the insured was driving a vehicle while drunk and/or under the influence of drugs, strong medicines, toxic, psychotropic or other psychoactive substances;
 - 4.1.4. accidents the occurrence of which has been influenced by the insured's use of alcohol, drugs or toxic, psychotropic or other psychoactive substances or strong-acting medicines for the purpose of intoxication, or where the insured used alcohol or other intoxicants after the occurrence of an event which may be considered an insured event until the time when the insured was examined by a doctor, or has avoided to be tested for drunkenness or intoxication;
 - 4.1.5. accidents suffered while the insured was travelling as a passenger in a vehicle driven by a person who was drunk or who did not have the right to drive the vehicle, if the insured knew or should have known that the driver did not have the right to drive the vehicle or that the driver was drunk;
 - 4.1.6. accidents suffered while the insured was driving a motor vehicle if he was not entitled to drive that vehicle or his driving licence is not recognised in the visited country;
 - 4.1.7. accidents suffered while the insured was doing manual work (oil extraction, construction, agriculture, forestry, timber, metalworking, carriage of goods and/or passengers by land, air or water, physical protection, storage and/or handling, repair of machinery, road and/or bridge construction and similar work), unless otherwise provided for in the insurance policy;
 - 4.1.8. accidents arising out of the insured's participation in any officially organised sports competitions and training sessions, unless otherwise provided for in the insurance policy. Officially organised sports competitions and training sessions are those sports events and activities organised by sports organisations, sports clubs, sports schools, sports centres, sports facilities, sports federations, associations, societies and

other organisations and institutions engaged in physical culture and sports activities which provide conditions for the practice of physical culture and sports, the training of athletes, the organisation of sports competitions and other physical culture and sports events. Officially organised sports competitions are those which are conducted in accordance with the competition regulations. The provisions of this clause do not apply to sports activities which are not organised by sports organisations and are a form of leisure activity for the insured;

- 4.1.9. incidents suffered while engaging in combat sports or high-risk and extreme sports/activities, unless the insurance policy establishes otherwise:
 - 4.1.9.1. combat and contact sports (e.g. boxing, Thai boxing, kickboxing, wrestling, judo and similar sports);
 - 4.1.9.2. flying in flying machines (e.g. gliding, aerobatics, paragliding, hot air ballooning and other lightweight motor or non-motorised flying machines);
 - 4.1.9.3. air sports (e.g. parachuting, kitesurfing, paragliding);
 - 4.1.9.4. water sports (e.g. scuba diving, diving into the depth of more than 10 meters, sailing, swimming in mountain rivers, rafting, windsurfing and surfing, water skiing, paddle boarding);
 - 4.1.9.5. car and motorcycle sports, riding water bikes, snowmobiles, traveling by amotorcycle, scooter, riding a quad bike, all-terrain vehicle (and similar vehicles) in the wild (deserts, taigas, jungles), sailing a motor boat and (or) a yacht in the open sea and ocean;
 - 4.1.9.6. cycling (e.g. mountain (MTB), BMX cycling, cross-country cycling, cycling in mountainous areas (mountains));
 - 4.1.9.7. speleology, expeditions to mountains, jungles, deserts or other uninhabited places;
 - 4.1.9.8. mountaineering, hiking in mountains in more than 3.000 meters above sea level, rock climbing, wall climbing, canyoning;
 - 4.1.9.9. horse riding and equestrian sports;
 - 4.1.9.10. bungee jumping;
 - 4.1.9.11. snowboarding and alpine skiing.
- 4.1.10. accidents suffered during individually organised trips and expeditions to areas of extreme climatic conditions (e.g. polar zone, desert, open sea);
- 4.1.11. incidents the occurrence of which was affected by the insured person's illnesses (traumas) as a result of which public authorities diagnosed the insured as having a certain incapacity for work (disability), or mental illness;
- 4.1.12. accidents suffered while the insured was serving in the armed forces or in a similar formation, or participating in war, hostilities or peace-keeping missions;
- 4.1.13. accidents suffered while the insured was on probation, remand in custody, arrest, serving a custodial sentence or using compulsory medicines, or while the insured was in the care of a special educational institution;
- 4.1.14. accidents suffered during the suspension of insurance coverage or while insurance coverage was not in force;
- 4.1.15. accidents suffered as a result of an order or decision of any public authority (e.g. confiscation, seizure, destruction, expropriation, detention, cancellation of travel, closure of national borders);
- 4.1.16. accidents suffered by the insured person's failure to comply with lawful orders of police officers;
- 4.1.17. unless otherwise agreed in the insurance policy, any losses or expenses directly or indirectly caused by or related to the below-listed events shall not be indemnified under these Insurance Terms and Conditions, regardless of the fact that the occurrence of the losses or expenses, or the amount thereof, may have been influenced by other causes or circumstances:
 - 4.1.17.1. war, aggression, hostile acts by foreign powers, acts of a military nature (regardless of whether or not the war was declared), martial law, civil war, rebellion, uprising, revolution, mass

disturbances, internal disturbances amounting to uprising, military or unlawful force, strikes by dismissed employees, lockouts, and other acts, also detentions and arrests by public authorities and officials;

- 4.1.17.2. terrorist acts of any kind. Losses or expenses caused by or related to the response to, or the prevention or suppression of, the acts and events referred to in clauses 4.1.17.1 and 4.1.17.2 hereof shall not be indemnified.

4.1.18. accidents suffered as a result of the use of chemical and/or biological agents;

4.1.19. accidents resulting from any exposure to radiation (radioactive, electromagnetic, heat, light, sound, etc.), or those impacted by electromagnetic fields and/or electromagnetic radiation, laser or maser use;

4.1.20. accidents the occurrence of which was affected by a nuclear reaction or energy, nuclear radiation, particle emission and/ or radioactive contamination;

4.1.21. accidents suffered as a result of pandemics.

- 4.2. We shall not reimburse the cost of translation of documents proving the fact, circumstances and consequences of the insured event.

5. General procedure for calculating insurance indemnity amounts

- 5.1. We shall calculate an insurance premium based on the age of the insured, the selected duration of the insurance, the territory of validity of the insurance, the purpose (nature) of the visit, the types of insurance risks to be insured and other features defining the specific insurance risk.
- 5.2. An insurance premium shall be calculated in application of the automated decision-making method.

6. General procedure for determining damages

- 6.1. Having received initial information about the claim, we shall conduct an investigation of the incident in the course of which we shall collect information from medical and healthcare facilities about the incident, sending inquiries to law enforcement authorities and other agencies or persons who have information about the incident and the amount of costs or damage.
- 6.2. We may hire authorities, experts, specialists in the relevant field or researchers to investigate the incident.

III. General part

1. Insurance contract conclusion

- 1.1. The insurance contract shall be concluded after you have submitted an application for the conclusion of an insurance contract and provided us with other requested information. An application for insurance contract conclusion may be oral or, where we so require, written. You shall be responsible for the accuracy of the information provided in the application for insurance contract conclusion.
- 1.2. The insurance contract shall be concluded by us presenting you with insurance Rules and our signing of the insurance policy with you, and/or by you paying the full or the first premium by the due date specified in the insurance policy.
- 1.3. The insurance contract shall be concluded on the grounds of standard insurance terms and conditions, but individual terms and conditions of the insurance contract may be agreed with you which shall take precedence

over the standard insurance terms. Individual terms and conditions of the insurance contract shall be listed in the insurance policy and annexes thereto.

2. Rights and obligations of the parties

2.1. Your and our rights and obligations before contract conclusion.

2.1.1. You shall have the right:

- 2.1.1.1. to read the insurance terms and conditions and to receive a copy thereof;
- 2.1.1.2. to submit to us an application for concluding an insurance contract.

2.1.2. Your obligation to:

- 2.1.2.1. provide us with all information requested by us and to allow us to take all actions necessary to assess the insurance risk;
- 2.1.2.2. provide us with all information known to you about circumstances which may materially affect the likelihood of an insured event and/or the loss amount;
- 2.1.2.3. inform us of any insurance contracts concluded with other insurers for the same risks and the same object, indicating the other insurer, the terms of validity of the insurance contract, the sums insured, the objects insured and the insured events;
- 2.1.2.4. before concluding an insurance contract for the benefit of a third party, to inform the insured persons of such a contract, at the same time informing them that the insurer will process their personal data for the purpose of concluding and performing the contract.

2.1.3. We shall have the right to:

- 2.1.3.1. ask you for information necessary to assess the insurance risk and to conclude the insurance contract;
- 2.1.3.2. refuse to make an insurance offer or to conclude an insurance contract, without explaining reasons therefor.

2.1.4. We shall create conditions for you to get familiar with these insurance terms and conditions.

2.2. Your and our rights and obligations during the validity period of the insurance contract.

2.2.1. You shall have the right to request to amend or to terminate the insurance contract.

2.2.2. You shall have the obligation to:

- 2.2.2.1. pay insurance premiums and/or parts thereof within the deadlines set out in the insurance contract;
- 2.2.2.2. take, on your own initiative or at our request, all possible measures to prevent or reduce possible damage and to comply with our instructions related thereto, if any;
- 2.2.2.3. inform the insured person about the concluded insurance contract and to familiarize him with all the terms and conditions of the insurance contract;
- 2.2.2.4. notify us of a specific case of increase in the insurance risk immediately, but no later than within 7 days. Cases of increase in the insurance risk have been listed in the terms and conditions of the insurance type, the supplementary conditions and other documents that constitute an insurance contract.
- 2.2.2.5. inform us of any changes in your contact details.

2.2.3. We shall have the right:

- 2.2.3.1. to claim amounts of insurance indemnities paid out from the person liable for the damage done (subrogation), if this is not in conflict with mandatory provisions of law;

- 2.2.3.2. in the event of an increase in the risk insured, to ask to amend insurance contract conditions and/or to recalculate the insurance premium.
- 2.2.4. We will provide you with a copy of insurance contracts at your request.
- 2.3. **Your and our rights and obligations in case of an incident.**
 - 2.3.1. You shall have the right to receive information about the progress of the investigation of an incident in accordance with the procedure established by laws.
 - 2.3.2. Your obligations include:
 - 2.3.2.1. to take reasonable steps to avoid or minimise potential damage and to comply with our requests in relation thereto, if any;
 - 2.3.2.2. to report an incident and/or a received claim for indemnification of losses to us online at www.ergo.it/zalos or by calling 1887 (+370 5 2683222 if calling from abroad) and provide us with any information you know about the circumstances of the incident;
 - 2.3.2.3. to provide us with all our requested documents necessary for investigating circumstances of the incident and determining the amount of the loss and indemnity, and to comply with any other requests we may make in connection with the investigation of the incident;
 - 2.3.2.4. to provide us with information on insurance contracts concluded for the same object of insurance;
 - 2.3.2.5. not to acknowledge and/or comply with claims for indemnification of damage from third parties and not to take any other action in relation to the acknowledgement or indemnification of damage without our written consent thereto;
 - 2.3.2.6. to authorise us, at our request, in writing to make any representations on your behalf which we consider appropriate in relation to the settlement or rejection of third party claims;
 - 2.3.2.7. to provide us with all the information and documents that we need in order to properly exercise our subrogated right to claim insurance indemnity amounts from the persons responsible for the damage done;
 - 2.3.2.8. where a third party has brought an action in court for indemnification of damages, to grant powers to our appointed lawyer, at our request, and to provide any explanations and documents that our appointed lawyer or we believe to be necessary.
 - 2.3.3. In case of an insured event, we shall have the obligation to pay insurance indemnities within the time limits set out in the insurance terms and conditions.
 - 2.3.4. The beneficiary, the insured or the suffered third party shall have the right to:
 - 2.3.4.1. receive information on the course of investigation of an incident;
 - 2.3.4.2. request to pay an insurance indemnity in accordance with the procedure laid down by legislation and the insurance contract.
 - 2.3.5. The beneficiary, the Insured and the suffered third party shall provide us with all our requested documents and information about the circumstances and consequences of the incident.
- 2.4. If, after the conclusion of the insurance contract, it is established that you have provided us with incorrect information about circumstances which may have a material impact on the assessment of the insurance risk, we shall be entitled, in accordance with the conditions laid down in the law, to demand that the insurance contract is declared void, to propose that it is amended or to demand that it is terminated, or to reduce or refuse to pay an insurance indemnity.
- 2.5. Additional rights and obligations of ours and yours are established in applicable legislation.

3. Validity of the insurance contract. Application of insurance coverage

- 3.1. In all cases, the entry into force of the insurance contract shall be linked to the payment of the full or the first premium, i.e. the insurance contract shall enter into force only after you have paid the full or the first premium, regardless of whether the insurance contract establishes that the full or the first premium shall be paid on the date of conclusion of the contract, or whether it provides for a later date of payment of the full or the first insurance premium:
 - 3.1.1. if the insurance contract stipulates that all or the first insurance premium shall be paid on the date of conclusion of the insurance contract and you have paid it on time, the insurance contract shall take effect from the date and time of commencement of the insurance period specified in the contract, and insurance coverage shall only apply to insured events that happened after the entry into force of the insurance contract;
 - 3.1.2. if the insurance contract stipulates that all or the first premium shall be paid later than the date of conclusion of the insurance contract and you have paid it on time, the insurance contract shall enter into force as from the time of payment of the insurance premium, and the insurance coverage shall also apply to insured events which the parties to the insurance contract did not know about at the time of conclusion of the insurance contract and which occurred from the date and time of start of the insurance contract period as specified in the contract till the moment of entry into force of the insurance contract (i.e. the insurance coverage shall apply retrospectively);
 - 3.1.3. if you pay the full or the first premium after the due date for the payment of the premium specified in the insurance contract, then, irrespective of whether the premium was due on the date of conclusion of the contract or whether the contract provided for a later due date, the insurance contract shall only come into force at 00:00 on the day after the insurance premium payment day, and insurance coverage shall only apply to the insured events that occurred after the entry into force of the insurance contract;
 - 3.1.4. in all the cases provided for in clauses 3.1, 3.1.1 – 3.1.3 of this Article, insurance coverage shall commence no earlier than the date of start of the insurance period specified in the insurance contract.
- 3.2. If an insurance premium is payable in instalments, all other insurance premiums after the first premium shall be deemed to be deferred premiums and their payment shall be deferred until the due date specified in the contract.
- 3.3. If you fail to pay the deferred part of the insurance premium by the due date set out in the insurance contract, or if you only pay a part of the premium, we shall inform you in writing that your insurance coverage shall be suspended 15 calendar days after the date of sending of a notice on the non-payment of the premium, and the insurance contract shall terminate without any separate notice 30 calendar days after the date of sending of the notice.
- 3.4. If you pay an insurance premium during the period between the suspension of the insurance coverage till its termination referred to in clause 3.3 of this Article, insurance coverage shall take effect as from 00:00 on the 3rd (third) calendar day following the payment of the premium.
- 3.5. Our issued insurance policy, an invoice for insurance premiums or an equivalent document, shall form the basis for the payment of an insurance premium.
- 3.6. The insurance contract shall be concluded for the period specified in the insurance policy.

4. Conditions of double, supplementary and incomplete insurance

- 4.1. Having determined that an insurance contract has also been concluded with other insurance companies for the same risks and the same object of insurance, we shall pay an insurance indemnity together with the other insurance companies in proportion to the sums insured, so that the total indemnity paid does not exceed the total amount of the claim (double insurance).

- 4.2. If only a part of the property or the insurance risk value is insured, you may additionally insure the property or the insurance risk by concluding a supplementary insurance contract with us or with another insurance company (supplementary insurance). In this case, the total sum insured under all insurance contracts may not exceed the insurance value.
- 4.3. If the sum insured set in the insurance contract is lower than the insurance value, we shall indemnify you, upon the occurrence of an insured event, for the share of the loss incurred proportionate to the ratio between the sum insured and the insurance value.

5. Conditions of amendment, supplement and termination of the insurance contract

- 5.1. The insurance contract may be amended by our written agreement with you. If no effective date is specified when making amendments, the amendments shall take effect from the date of the amendment.
- 5.2. The insurance contract may be terminated by an agreement between you and us or unilaterally on the grounds set out in this Section of the Insurance Terms and Conditions. The party to the insurance contract shall notify the other party to the insurance contract in writing at least 30 (thirty) days before the termination of the insurance contract, unless the insurance contract provides for a different notice period. Termination of the insurance contract shall not relieve from the performance of the obligations having formed before the date of termination. If the insurance contract is concluded for the benefit of a beneficiary, you shall provide a beneficiary's written consent to the termination of the insurance contract upon our request.
- 5.3. You may terminate the insurance contract if, after the entry into force of the contract, a possibility of occurrence of an insured event has ceased or the insurance risk has ceased to exist due to circumstances unrelated to the insured event (e.g. the object covered under the insurance has been destroyed for reasons unrelated to the insured event, etc.). In such a case, we shall be entitled to the share of the insurance premium proportionate to the validity period of the insurance contract.
- 5.4. If the insurance contract is terminated at your initiative for reasons other than those referred to in clause 5.3 hereof, the insurance premium paid shall not be refunded. We shall be entitled to refund to you a share of the insurance premium proportionate to the remaining unused period of validity of the insurance contract, having deducted costs of conclusion and performance of the insurance contract and the insurance indemnities paid out under that contract. The costs of concluding and performing the insurance contract shall be 30% of the insurance premium amount, but not less than EUR 10.00.
- 5.5. If you as a natural person conclude an insurance contract by means of communication (internet, telephone, e-mail, etc.) for purposes unrelated to your business, trade, craft or profession, you shall have the right to withdraw from such insurance contract within 14 (fourteen) days from the date of its conclusion, except for:
 - 5.5.1. insurance contracts with a term of less than 30 days;
 - 5.5.2. insurance contracts under which a report on an insured event has been received.
- 5.6. In order to cancel the insurance contract in accordance with clause 5.5 hereof, you shall provide us with a completed sample withdrawal form (available at www.ergo.lt or, upon your request, by e-mail or at any ERGO Customer Service Department) or a clear statement of your decision to withdraw from the insurance contract. The completed withdrawal form or the statement shall be e-mailed to info@ergo.lt or sent to Lvivo Str. 37, LT-09307 Vilnius, Lithuania
An insurance contract may be cancelled in accordance with applicable legislation of the Republic of Lithuania.
- 5.7. We shall have the right to terminate the insurance contract due to a material violation of the insurance contract conditions committed by you. In such a case, we shall be entitled to the share of the insurance premium proportionate to the period up to the date of termination of the insurance contract. A failure to notify us of an increase in the risk (change in the details indicated in the application for insurance contract conclusion and in the insurance policy) shall be considered a material violation of the insurance contract.

- 5.8. Having received a notification of an increase in the insurance risk, we shall be entitled to request to amend insurance contract conditions or to increase the insurance premium. If you do not agree with amendments to the insurance conditions, we shall have the right to ask to terminate the insurance contract and to indemnify losses to the extent that they are not covered by the insurance premium received, provided that you have not notified us of the case of increase in the insurance risk within 7 calendar days.
- 5.9. Notwithstanding any other provision of the insurance contract, insurance coverage shall remain in force only as long as it is not in contravention of any trade and economic sanctions, prohibitions or restrictions pursuant to United Nations resolutions, laws or regulations of the European Union, the United Kingdom or the United States of America. If such sanctions, prohibitions or restrictions directly or indirectly interfere with our ability to provide services under this contract, we shall have the right to terminate it unilaterally having notified you thereof in writing.

6. Currency of the insurance contract

- 6.1. Insurance premiums and indemnities may be paid in the national and/or foreign currency, provided that this is not in conflict with laws of the Republic of Lithuania.
- 6.2. If the insurance indemnity is paid in a foreign currency other than the national currency, the amount of the insurance indemnity shall be determined according to the official exchange rate of the relevant currency on the date of payment of the invoice.

To determine the insurance indemnity amount when invoices which have already been paid are provided, the exchange rate shall be applied retroactively, i.e. expenses shall be indemnified based on the official exchange rate of the relevant currency on the date of payment of the invoice.

- 6.3. If the insurance premium is paid in a currency other than that specified in the insurance policy, the amount of the insurance premium paid shall be determined according to the official exchange rate on the date of conclusion of the insurance contract.

7. Procedure and deadlines of payment of insurance indemnities

- 7.1. An insurance indemnity shall be paid without exceeding the sum insured.
- 7.2. We shall reduce the calculated insurance indemnity amount by the amount of the deductible indicated in the insurance policy (if any). An insurance indemnity for the same insured event shall be paid applying one (the largest) deductible.
- 7.3. We shall indemnify your reasonable and necessary expenses incurred aiming to reduce the amount of the claim following our instructions, if any.
- 7.4. We shall be entitled to deduct from the insurance indemnity any unpaid insurance premiums which are due for payment on the date of payment of an insurance indemnity.
- 7.5. If the insurance contract terminates having paid out an insurance indemnity (full payment of the sum insured), any outstanding insurance premiums under the insurance contract shall be deducted from the insurance indemnity.
- 7.6. We shall have the right to postpone the payment of an insurance indemnity if a civil, administrative or criminal case is pending before a court where circumstances relevant to the insurability of the event and/or its consequences are being determined. In such a case, the payment of an insurance indemnity may be postponed until the court's decision takes effect.
- 7.7. We shall pay an insurance indemnity or, if damage is indemnified in instalments, the first part thereof, no later than within 30 days from the date when we receive all the information necessary to determine the fact, circumstances, consequences of the insured event and the amount of the insurance indemnity.

- 7.8. If an insurance indemnity has not been paid, every 30 days from the date of notification of the insured event, we shall inform you (the beneficiary or the suffered third party) in writing in detail about the progress of the investigation of the insured event, except for cases where you (the beneficiary or the suffered third party) did not provide the necessary documents or information and you (the beneficiary or the suffered third party) have already been informed about the documents or information which you must submit for the investigation of the insured event.
- 7.9. If an occurred incident is recognised to be an insured event, but you and/or the suffered third party and we disagree on the insurance indemnity amount, while the exact determination of the damage takes longer than 3 months, we shall, at your written request, pay an amount equal to the insurance indemnity amount undisputed by the parties.
- 7.10. If we refuse to pay an insurance indemnity or reduce it, we shall indicate to you and the persons entitled to the insurance indemnity the reasons for making such a decision in writing.
- 7.11. An insurance indemnity shall not be paid if:
- 7.11.1. an incident is declared a non-insured event;
 - 7.11.2. you or the suffered third party have attempted to mislead us by falsifying facts relevant to the determination of the cause of the insured event and have provided false information;
 - 7.11.3. the insured event was caused by your, the insured person's or the beneficiary's malintent, except in cases where the intentional act or omission is socially valuable (self-defence, performance of a civic duty, etc.);
 - 7.11.4. the payment of an insurance indemnity would result in any violation of trade and economic sanctions, prohibitions or restrictions under United Nations resolutions, laws and/or regulations of the European Union, the United Kingdom or the United States of America;
 - 7.11.5. in other cases provided for in the insurance contract and/or the legislation.
- 7.12. We shall have the right to reduce the insurance indemnity or to refuse to pay it:
- 7.12.1. if you have improperly performed the obligations set out in the insurance contract and we have therefore not been able to ascertain whether an insured event actually occurred and the extent of the loss, and/or to exercise the right of subrogation against the person liable for the loss. If the insurance indemnity has been paid, but your actions under this clause have made it impossible for us to exercise our right of subrogation against the person liable for the damage, we shall be entitled to ask you to repay the insurance indemnity paid to you or a respective part thereof;
 - 7.12.2. if the damage was caused by your deliberate failure to take all reasonable measures available to avoid or minimise the damage and/or your failure to comply with instructions given by us to avoid or minimise the damage;
 - 7.12.3. if you have, without our consent, admitted the validity of a claim made against you, assumed a pecuniary obligation to indemnify losses or indemnified losses yourself, unless the amount of the loss does not exceed the amount of the deductible;
 - 7.12.4. in any other cases provided for in the insurance contract and/or the legislation.
- 7.13. The insurance indemnity shall be paid in the national currency. If the insurance contract specifies insurance amounts, deductibles, premiums or other amounts in a currency other than the national currency, payments under the insurance contract shall be made in the national currency according to the official exchange rate established by the Bank of Lithuania on the date of payment.

8. Information on personal data processing

- 8.1. We process personal data received from you, the persons covered under the insurance contract, your family members, other persons equivalent to you in accordance with the insurance contract or other participants in the insurance contract for the purpose of providing insurance services and taking other related actions.
- 8.2. In order to assess the insurance risk, to provide an insurance offer or to conclude an insurance contract, to assess the circumstances of insured events and to determine the insurance indemnity amount, we can provide and collect personal data from state registers, banks, law enforcement authorities, fire brigades, emergency services, administrators of multi-apartment buildings, associations of multi-apartment buildings, independent experts, health care institutions, and other natural and legal entities.
- 8.3. Personal data may be disclosed to third parties (law enforcement and other authorities, reinsurers, companies providing customer service and other services to us, other natural or legal entities) if this is necessary for the purpose of concluding or executing an insurance contract or for any other lawful reason.
- 8.4. You or any other person whose personal data we process have the right to contact our Data Protection Officer (by e-mail at asmensduomenys@ergo.lt or by calling 1887) on any matter relating to the processing of personal data and the exercise of your rights.
- 8.5. If you believe that your rights with regard to the processing and protection of personal data have been violated, you or any other person whose data we process shall have the right to lodge a complaint with the State Data Protection Inspectorate.
- 8.6. For more detailed information about our processing of personal data, see the ERGO Privacy Policy available on our website www.ergo.lt.

9. Procedure of assigning rights and obligations of the insurer under the insurance contract to another insurer

- 9.1. We shall have the right to assign our rights and obligations under the insurance contract to another insurer in accordance with the procedure established by legislation of the Republic of Lithuania.
- 9.2. If you do not agree to the change of insurer, you shall have the right to cancel the insurance contract and you shall be entitled to the unused share of the premium in proportion to the remaining term of the insurance contract.

10. Dispute settlement procedure

- 10.1. All disputes concerning the conclusion, performance or termination of the insurance contract shall be settled by mutual negotiation and, in the event of failure to reach an agreement, the dispute may be settled in an out-of-court or in judicial procedure, in accordance with the procedure laid down by laws of the Republic of Lithuania.
- 10.2. You have the right to apply to the supervisory authority of financial market participants - the Bank of Lithuania (address: Totorių g. 4, LT-01121 Vilnius) regarding the hearing of a dispute in an out-of-court procedure. For information on the procedure for resolving disputes between consumers and financial market participants, visit http://www.lb.lt/gincu_nagrinejimas.
- 10.3. The insurance contract is governed by the law of the Republic of Lithuania.

Annex No. 1 Accident insurance indemnities

Table No. 1. Injuries in case of disability

Item (clause) No.	Injury	Percentage (%)
Central nervous system		
1.	Residual effects after brain and spinal cord trauma:	
1.1.	paralysis of upper and lower limbs (tetraplegia); extensive damage to cerebral cortex and cerebellum; dementia; disturbance of consciousness; impaired function of pelvic organs	100
1.2.	paralysis of lower limbs with impaired function of pelvic organs	70
1.3.	hemiplegia; extremely severe restriction of movement, sensation and muscle strength of two limbs; extremely apparent coordination disorder; extreme hypertonia of limb muscles; severe cognitive impairment (10 points or lower); dementia; epileptic seizures at least once per month	50
1.4.	severe restriction of movement, sensation and muscle strength of two limbs; apparent organic damage to the brain; coordination disorder; severe hypertonia of limb muscles; impaired function of pelvic organs; apparent cognitive impairment (20 points or lower); epileptic seizures at least once per month	40
1.5.	monoplegia; speech impairment; apparent coordination impairment; hypertonia of limb muscles and decreased muscle strength and sensation; epileptic seizures of average frequency (5-10 times per year); parkinsonism	30
1.6.	coordination and movement impairment; speech impairment; minor cognitive impairment; minor hypertonia of limb muscles and decreased muscle strength; rare epileptic seizures (3-4 times per year)	15
1.7.	apparent facial asymmetry; autonomic (vegetative) symptoms; cerebellar function and speech impairments, vasomotor disorders, sporadic epileptic seizures (1-2 times per year)	7
Notes to Item 1: 1) Residual effects shall be attributed to a particular group when at least two characteristics of that group are determined. 2) If the Insured suffered at least one injury provided for in Items 1.1-1.7 of this Table and at least one injury of torso and/or limb bones provided for in Items 44-87 hereof due to the same external impact, an insurance indemnity shall not be paid for injuries provided for in Items 44-87 of this Table.		
Cranial and peripheral nerves		
2.	Traumatic injury of cranial nerves: Note: an insurance indemnity shall be paid in presence of symptoms of neuropathy, irrespective of the number of damaged nerves.	
2.1.	unilateral	5
2.2.	bilateral	10
3.	Injury of neck and shoulder, lumbar region and sacral plexus or respective nerves Note: an insurance indemnity shall be paid if movement, muscle strength, sensation is impaired, also in presence of muscular dystrophy and trophic skin disorder.	10

4.	Impairment of the integrity of peripheral nerves: Note: an insurance indemnity shall be paid in presence of symptoms of neuropathy. If several nerves are injured in one limb, an insurance indemnity shall be paid for the injury of one nerve only. If the right hand of a right-handed person or the left hand of a left-handed person was injured, an insurance indemnity shall be increased by 10 %.	
4.1.	nerve injury in forearm, wrist, shin and tarsus areas;	5
4.2.	nerve injury in upper arm, elbow, thigh and knee areas.	10
Eyes		
5.	Paralysis of accommodation of one eye	10
6.	Significant visual field reduction; concentric narrowing of the field of vision The insurance indemnity amount shall depend on the area of the narrowing of the area of the visual field	10–20
7.	Vision impairment, when an intraocular lens or lens (in both eyes) was implanted because of sustained trauma): 0,4 0,3–0,1 below 0,1	10 20 25
8.	Eyelid ptosis, eye muscle paralysis, eyelid defect preventing the eyes from closing The insurance indemnity amount shall depend on the level of eyelid ptosis	5–10
9.	Unilateral bulging of one eye (exophthalmos)	20
10.	Consequences of eye injuries: eye ball dislocation, tear duct injury, strabismus, retinal detachment (as a result of the direct eye injury)	10
11.	Post-traumatic eye diseases (except conjunctivitis); haemorrhage; iridal defect; pupil shape changes; lens dislocation Note: If the Insured suffered at least one of the injuries provided for in Items 10 and 11 of this Table due to an external impact on his body, an insurance indemnity for injuries provided for in Item 11 hereof shall not be paid.	5
12.	Complete loss of vision in one or both eyes	100
13.	Complete loss of vision in one eye	45
14.	Decreased visual acuity after an eye injury Note: Visual acuity shall be determined according to the Table in the text below, separately for each eye.	

Visual acuity			Visual acuity		
Before trauma	After trauma	Percentage (%)	Before trauma	After trauma	Percentage (%)
1,0	0,7	1	0,6	0,4	1
	0,6	3		0,3	3
	0,5	5		0,2	10
	0,4	7		0,1	15
	0,3	10		<0,1	20
	0,2	15		0,0	30
	0,1	20			
	<0,1	30			
	0,0	45			
0,9	0,7–0,6	1	0,5	0,4–0,3	1
	0,5	3		0,2	5
	0,4	5		0,1	10
	0,3	10		<0,1	15
	0,2	15		0,0	25
	0,1	20			
	<0,1	30			
	0,0	45			
0,8	0,6–0,5	2	0,4	0,3–0,2	2
	0,4–0,3	7		0,1	7
	0,2	15		<0,1	10
	0,1	20		0,0	20
	<0,1	30			
	0,0	45			
			0,3	0,1	5
				<0,1	10
				0,0	20
0,7	0,5–0,4	2	0,2	0,1	5
	0,3	7		<0,1	10
	0,2	15		0,0	20
	0,1	20			
	<0,1	25			
	0,0	40			
			0,1	<0,1	10
				0,0	20
			<0,1	0,0	10

Notes to item 14:

- 1) Complete blindness – when visual acuity is below 0.01 (inability to count fingers at a distance of 2 meters) to light perception).
- 2) When visual acuity of the injured eye before the day of the accident is not known, it shall be considered to be the same as the visual acuity on the non-injured eye.
- 3) In case of impaired visual acuity of both eyes, each eye shall be assessed separately.

Item (clause) No.	Injury	Percentage (%)
Ears		
15.	Severe disorders of the vestibular function: multiple, unremitting bouts of dizziness with vegetative reactions and hesitant walk	30
16.	Loss of the entire auricle	20
17.	Hearing impairment in one ear Note: Audiogram and impedancemetry data and the ability to hear a person speak shall be assessed.	
17.1.	whispered words heard at up to 1 meter, conversation heard at a distance of 1 to 3 meters (audiogram shows hearing decrease to 30-50 db)	5
17.2.	whispered words not heard at the auricle, conversation heard at a distance of up to 1 meter (audiogram shows hearing decrease to 60-80 db)	10
18.	Complete deafness in one ear (conversation not heard at all, audiogram shows less than 91 db)	15
19.	Complete deafness in both ears	60
Respiration system		
20.	Loss of nasal bones, cartilages and soft tissues	30
21.	Loss of nose wings and tip	15
22.	Loss of nose tip or wing (wings)	10
23.	Impairment of breathing through the nose The insurance indemnity amount shall depend on the degree of impairment and sides (evaluated by rhinomanometry, norm: inhale and exhale 380 – 400 ml/second): a) severe unilateral (less than 100 ml/second) or apparent bilateral (less than 200 ml/second); b) complete bilateral (0 ml/second)	5 10
24.	Loss of olfaction and taste	15
25.	Loss of olfaction	10
26.	Post-traumatic chronic inflammation of paranasal sinuses	2
27.	Function impairment of larynx or trachea:	
27.1.	permanently inserted tracheostomy tube;	40
27.2.	dysphonia;	10
27.3.	aphonia;	30
27.4.	disorders of articulation;	15
28.	Lesions of respiratory organs causing:	

Item (clause) No.	Injury	Percentage (%)
28.1.	Stage I respiratory failure	10
28.2.	Stage II respiratory failure	40
28.3.	Stage III respiratory failure	60
29.	Thoracic deformations after rib or sternal fractures in the presence of severe respiratory movement restriction	10

Note to Items 28 and 29: if the insured suffered at least one of the injuries provided for in clauses 28.1, 28.2 and 28.3 of this Table and at least one of injuries provided for in Item 29 of this Table due to an external impact on his body, an insurance indemnity for injuries provided for in Item 29 shall not be paid.

Cardiovascular system

30.	Heart and blood vessel failure because of an injury to heart blood vessels or major blood vessels: (symptoms of a failure of heart and blood vessels shall be assessed according to NYHA classification, ECG, cardiac stress tests, ultrasound imaging or long-term ECG and blood pressure monitoring)	
30.1.	Class I heart failure with the following minor objectively detectable signs: increased pulse rate, shortness of breath after exercise, swelling	15
30.2.	Class II heart failure with the following major objectively detectable signs: severe shortness of breath during exercise, arrhythmias, stasis in the lungs and liver, persistent swelling, ascites, bulging neck vein	40
30.3.	Class III heart failure with the following severe objectively detectable signs: respiratory arrhythmias, arrhythmias, stasis in the lungs, expectoration of blood, fluid in the thoracic or cardiopulmonary cavities, ascites, persistent swelling	70
31.	Blood flow disorder because of an injury to major peripheral blood vessels:	
31.1.	minor - swelling, weaker pulse	5
31.2.	significant - swelling, cyanosis, extremely weak pulse	10
31.3.	severe - swelling, cyanosis, lymphoedema, trophic disturbances	15

Note to Items 30 and 31: in case of a cardiovascular injury, residual effects shall be attributed to a particular group when at least two characteristics of that group are identified.

Gastrointestinal tract

32.	Chewing disorder because of a facial bones fracture or lower jaw trauma:	
32.1.	significant bite and chewing impairment;	7
32.2.	severe bite and mouth opening impairment, jaw deformation.	25
33.	Loss of the lower jaw: Note: In case of loss of the jaw, an insurance indemnity for injuries provided for in clauses 32.1 and 32.2 shall not be paid.	

Item (clause) No.	Injury	Percentage (%)
33.1.	part of the jaw;	15
33.2.	the entire jaw.	50
34.	Loss of the tongue:	
34.1.	up to the middle third;	15
34.2.	from the middle third and more;	30
34.3.	complete loss.	50
35.	Severe narrowing of oral cavity, salivary fistula formation	15
36.	Oesophageal or pharyngeal narrowing as a result of burns or injury: Note: the narrowing shall be confirmed by objective tests.	
36.1.	difficulty while swallowing soft food;	10
36.2.	difficulty while swallowing liquid food;	30
36.3.	complete obstruction (gastrostomy).	80
37.	Residual effects after gastrointestinal tract injury:	
37.1.	dumping syndrome;	40
37.2.	partial bowel obstruction;	15
37.3.	colostomy;	30
37.4.	disorder of pancreatic endocrine function;	30
37.5.	disorder of pancreatic exocrine function;	5
37.6.	stage II liver failure;	45
37.7.	stage III liver failure.	80
38.	Traumatic gastrointestinal tract injury, which led to the excision of:	
38.1.	part of liver;	15
38.2.	spleen;	15
38.3.	part of stomach, pancreas or intestine;	25
38.4.	entire stomach.	40

Notes to Items 37 and 38:

1) If the insured suffered a traumatic injury of internal organs in case of a temporary disability due to an external impact on his body, when a surgery on the organ had to be performed, and at least one of the injuries provided for in clauses 38.1 – 38.4 of this Table, an insurance indemnity for a traumatic injury of internal organs when a surgery on the organ had to be performed shall not be paid.

2) If the insured suffered at least one of the injuries provided for in clauses 38.1–38.4 of this Table and at least one of the injuries provided for in clauses 37.1–37.7 of the Table due to an external impact on his body, an insurance indemnity for injuries provided for in clauses 37.1–37.7 of the Table shall not be paid.

Item (clause) No.	Injury	Percentage (%)
Urinary and reproductive system		
39.	Kidney removal Note: if the Insured suffered an injury provided for in Item 39 of this Table due to an external impact on his body, and a traumatic injury of internal organs in case of a temporary disability when a surgery on the organ had to be performed, an insurance indemnity shall not be paid for a traumatic injury of internal organs when a surgery on the organ had to be performed.	25
40.	Disorders of urine excretion functions:	
40.1.	kidney function disorder: a) stage II failure; b) stage III failure. Note: having suffered an injury provided for in Item 39 of this Table, and at least one of the injuries provided for in clause 40.1, an insurance indemnity for the injury provided for in Item 39 of this Table shall not be paid.	40 80
40.2.	significant narrowing of ureters or urethra, urinary bladder volume reduction. An insurance indemnity amount shall depend on the degree of the narrowing and volume reduction	10-25
40.3.	complete obstruction of ureter or urethra, fistula of reproductive organs	30
41.	Consequences of injury of reproductive organs:	
41.1.	ovary, fallopian tube or testicle removed;	15
41.2.	part of penis removed;	25
41.3.	entire penis removed;	40
41.4.	either both ovaries or both fallopian tubes, or uterus removed: a) when a woman is under 50 years of age, inclusive; b) when a woman is over 50 years of age.	40 20
Soft tissue injury		
42.	Pronounced scars of the front or side surfaces of the face and neck that interfere with facial expressions (remaining after a plastic surgery) caused by burns, frostbite or injury	10
43.	Hypertrophic, keloidal scars of the skin of torso and limbs that deform soft tissue and interfere with wearing clothes or footwear:	
43.1.	scars take up less than 1% of area;	1
43.2.	scars take up 1-2% of area;	2
43.3.	scars take up 3-4% of area;	4
43.4.	scars take up 5-10% of area;	5
43.5.	scars take up more than 10% of area;	8

Item (clause) No.	Injury	Percentage (%)
43.6.	scars take up more than 15% of area.	10

Notes to Items 42 and 43:

1) A palm of the person corresponds to 1% of the body's surface area.

2) Scars shall be assessed after at least one year from the accident date.

3) If the insurer has paid at least one insurance indemnity referred to in clauses 43.1 – 43.6 of this Table, the insured shall lose the right of claim to indemnification of plastic surgery expenses, except for plastic surgeries for removing cosmetic defects or deformities in the area of the face or the neck.

Injuries to the bones of the torso and the extremities

Spine		
44.	Spine function disorders after a spinal trauma	
44.1.	Injuries and percentage shares of benefits set therefor are presented in Items 1 and 3 of this Table	

Shoulder girdle; shoulder joint

45.	Complete shoulder joint immobility after resection of humerus head.	40
46.	Complete shoulder joint immobility.	30
47.	Limited mobility of the shoulder joint.	10

Note: If the right hand of a right-handed person or the left hand of a left-handed person was injured, an insurance indemnity shall be increased by 10 %. The shoulder girdle and shoulder joint functions shall be assessed according to the modified Keitel index.

Arm		
48.	Loss of an arm and scapula (or a part thereof).	75
49.	Loss of an arm after disarticulation at the shoulder joint or a stump in the middle part of the arm.	70
50.	Loss of an arm – a stump at the lower third of the arm.	65
51.	Loss of a forearm after disarticulation at the elbow joint.	65
52.	Loss of a forearm under the elbow joint.	60

Note: If the right hand of a right-handed person or the left hand of a left-handed person was injured, an insurance indemnity shall be increased by 10 %. The shoulder girdle and shoulder joint functions shall be assessed according to the modified Keitel index.

Elbow joint		
53.	Complete immobility of an elbow joint	20
54.	Limited mobility of an elbow joint	7

Note: If the right hand of a right-handed person or the left hand of a left-handed person was injured, an insurance indemnity shall be increased by 10 %. The shoulder girdle and shoulder joint functions shall be assessed according to the modified Keitel index.

Item (clause) No.	Injury	Percentage (%)
Wrist joint; hand		
55.	Loss of a hand from the wrist or metacarpus	55
56.	Complete immobility of the wrist joint	20
57.	Limited mobility of the wrist joint	5
58.	Hand function disorder Note: if the Insured suffered at least one of the injuries provided for in clauses 4.1 and 4.2 of this Table and an injury provided for in Item 58 due to an external impact on his body, insurance indemnities for injuries provided for in clauses 4.1 and 4.2 of the Table shall not be paid.	10
Note: If the right hand of a right-handed person or the left hand of a left-handed person was injured, an insurance indemnity shall be increased by 10 %. The shoulder girdle and shoulder joint functions shall be assessed according to the modified Keitel index.		
Fingers		
59.	First finger (thumb):	
59.1.	partially amputated distal phalange;	5
59.2.	completely amputated distal phalange;	8
59.3.	partially amputated intermediate phalange;	15
59.4.	loss of a finger;	20
59.5.	loss of a finger and metacarpus or a part thereof.	25
60.	Immobility of a thumb joint.	5
61.	Immobility of a thumb palm joint.	10
If the right hand of a right-handed person or the left hand of a left-handed person was injured, an insurance indemnity shall be increased by 10 %.		
62.	Second (index) finger:	
62.1.	completely amputated distal phalange;	4
62.2.	completely amputated intermediate phalange;	8
62.3.	partially amputated proximal phalange;	10
62.4.	loss of a finger;	12
62.5.	loss of a finger and a metacarpus or a part thereof;	15
62.6.	finger contracture in half-bent state and ankylosis of proximal finger joint or palm and finger joint;	4
62.7.	finger contracture while fully bent or extended and ankylosis two finger joints.	8
If the right hand of a right-handed person or the left hand of a left-handed person was injured, an insurance indemnity shall be increased by 10 %.		

Item (clause) No.	Injury	Percentage (%)
63.	Third (middle), fourth (ring) or fifth (pinkie) fingers:	
63.1.	partially amputated distal phalange;	2
63.2.	partially amputated stump of intermediate or proximal phalange;	5
63.3.	loss of a finger and metacarpus or a part thereof;	15
63.4.	finger contracture in half-bent state and ankylosis of first finger joint or palm and finger joint;	1
63.5.	finger contracture while fully bent or extended or ankylosis of two and three finger joints.	3
64.	Loss of two fingers of the same hand:	
64.1.	first and second fingers;	35
64.2.	first and third, first and fourth or first and fifth (1+3), (1+4), (1+5);	25
64.3.	second and third, second and fourth or fifth (2+3), (2+4), (2+5);	15
64.4.	third and fourth or third and fifth (3+4), (3+5).	10
65.	Loss of three fingers of the same hand:	
65.1.	first, second and third, fourth or fifth (1+2+3), (1+2+4), (1+2+5);	40
65.2.	first, third and fourth or fifth (1+3+4), (1+3+5);	35
65.3.	second, third and fourth or fifth (2+3+4), (2+3+5);	30
65.4.	third, fourth and fifth (3+4+5).	25
66.	Loss of four fingers of the same hand	40
Note: In other cases of loss of fingers or their function, an insurance indemnity shall be calculated summing up the indemnities determined in cases of loss of the function of individual fingers.		
67.	Loss of all fingers of the same hand	45
Note: If the right hand of a right-handed person or the left hand of a left-handed person was injured, an insurance indemnity shall be increased by 10 %. The shoulder girdle and shoulder joint functions shall be assessed according to the modified Keitel index.		
Leg		
68.	Loss of a leg or a stump at the upper third:	70
68.1.	Loss of a leg after disarticulation at hip joint or stump at the upper third if before the injury it was the only one leg	90
69.	Thigh stump at the middle or lower third	60
70.	Leg function impairment because of leg shortening by more than 2.5 cm	5

Item (clause) No.	Injury	Percentage (%)
71.	Loss of a shin or a stump at the upper third:	50
71.1.	Loss of a shin of the only leg	80
72.	Stump at the middle or the upper third of the shin	45
Note: leg functions shall be assessed according to the modified Keitel index.		
Hip joints		
73.	Complete immobility of the hip joint	35
74.	Limited mobility of the hip joint	8
Note: hip joint functions shall be assessed according to the modified Keitel index.		
Knee joint		
75.	Complete joint immobility	30
76.	Limited movement of the knee joint	5
Note: knee joint functions shall be assessed according to the modified Keitel index.		
Tarsal joint, foot		
77.	Complete immobility of the tarsal joint	20
78.	Limited movement of the tarsal joint	5
79.	Loss of foot after disarticulation at the tarsal joint or foot amputation at tarsal bones	40
80.	Loss of the distal part of the foot because of amputation at the metatarsus	30
81.	Disorder of foot function because of deformation or unhealed fracture Note: if the insured suffered at least one of the injuries provided for in clauses 4.1 and 4.2 of this Table and an injury provided for in Item 82 of this Table due to an external impact on his body, an insurance indemnity shall not be paid for injuries provided for in clauses 4.1 and 4.2 of this Table.	15
Note: ankle joint and foot functions shall be assessed according to the modified Keitel index.		
Toes		
82.	Loss of all toes after disarticulation at sole and toe joints or amputation at the level of proximal phalanges	20
83.	Loss of the first toe and the metatarsal bone or a part thereof	15
84.	Loss of the first toe after disarticulation at sole and toe joint or a stump at the level of proximal phalange	5
85.	Loss of the distal phalange of the first toe	2
86.	Loss of the second, third, fourth or fifth toes:	

Item (clause) No.	Injury	Percentage (%)
86.1.	After disarticulation at the sole and toe joint or a stump at the proximal phalange	2
86.2.	Loss including a metatarsal bone or a part thereof	5
86.3.	Toe function disorder because of joint immobility	1

Note: in case of a loss of toes or their function in cases unprovided for in Items 82-86 of this Table, an insurance indemnity shall be paid by summing up indemnities provided for in case of the loss of the function of individual toes. Toe functions shall be assessed according to the modified Keitel index.

Other functional disorders

87.	Loss of speech	50
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What to do in case of insured event?

In case of insured event:

- You must inform us immediately (within 24 hours) orally, and additionally in detail within 3 (three) calendar days in writing, about the event on the Internet at **www.ergo.lt/zalos** or by phone 1887 (calling from abroad: +370 5 2683222);
- immediately inform us in writing by e-mail: **zalos@ergo.lt** about the fact that third parties are suing you and/or your family members for damage caused;
- take reasonable measures to avoid or minimize potential damage and follow our instructions, if such instructions have been given.