

# MOTOR INSURANCE TERMS AND CONDITIONS NO 021

(recast version of 01/09/2020, valid as of 25/09/2020)

Non-official translation.  
In case of disagreement, certified Lithuanian version  
of Terms and Conditions will be used.



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## DEAR CLIENT,

Thank you for choosing Lietuvos draudimas and insuring or intending to insure your vehicle.

We have extensive experience in carrying out insurance activities, and we continuously seek to offer the best insurance services to our clients. We hope that you will be satisfied with the insurance coverage provided all year long.

In these busy times, a car is an integral part of life, and we all want that our journeys run smooth, therefore, we try to ensure that our vehicle causes as little inconvenience and trouble as possible. CASCO insurance will help to reduce losses incurred in an accident, and in cases where your car or belongings present therein become subject to malicious intent, or damaged by fire, storm, hail or other natural disasters.

We know that, having insured your vehicle, you wish to have the security of high-quality insurance coverage. Therefore, we kindly ask you to read the insurance terms and conditions thoroughly. These terms and conditions define the situations in which the Casco insurance applies and in which it

does not. Read it carefully, and if you have difficulty understanding any of the clauses, do not hesitate to call us at 1828 or your Lietuvos draudimas AB representative. We will gladly answer all your questions.

Once you take out insurance, we will prepare the insurance policy, in which we will clearly state the volume and scope of the insurance coverage you selected. The present terms and conditions define all possible insurance clauses, however, when taking out insurance, you can choose a particular coverage scope. Therefore, in order to know your coverage, make sure to read both these terms and conditions and your insurance policy.

Please note that this address does not constitute an integral part of the insurance terms and conditions.

Have a great and safe trip!



### WHAT TO DO IN CASE OF AN ACCIDENT?

**If you suffered damages** (due to your own fault or not), you must notify our representatives within 1 business day at **1828** or register the notification online at [www.ld.lt](http://www.ld.lt) in the section 'Report an event', or at [www.savasld.lt](http://www.savasld.lt).

**If you suffered damages abroad**, call **+370 5 266 6612**. Our specialists will advise on what needs to be done next. Whenever possible, the damages will be handled directly on the phone.

### Technical roadside assistance to CASCO clients

In the event of troubles on the road, in **Lithuania call 1828** and select 1 – roadside assistance.

If you experience troubles **abroad**, call **+370 5 266 6612**. The technical roadside assistance services are provided 24/7.

### Cracked or broken glass assistance

The cracking or breaking of car glass is one of the most frequent accidents, therefore, we respond particularly promptly – call 1828 and we can agree on the time of repair or replacement right away.

## WHAT MOTOR INSURANCE TERMS AND CONDITIONS INCLUDE



### MOTOR INSURANCE:

CASCO insurance terms and conditions define the insurance conditions of the vehicles.



### TECHNICAL ROADSIDE ASSISTANCE:

For your convenience technical roadside assistance is part of CASCO insurance. Our aim is to minimise your worries when unpleasant surprises befall you behind the wheel. Solutions of trouble will be much easier and simpler if you acquire our full technical roadside assistance in Lithuania and Europe. Technical roadside assistance includes the following services:

- Consultation by phone
- Roadside assistance:
  - Jumpstart of the engine in the event of an empty battery
  - Changing a wheel
  - Fuel delivery
  - Emergency unlocking of doors if keys are lost or locked inside the car
  - Towing if trapped in the snow or mud
- Vehicle transportation
- Replacement vehicle
- Taxi during the repair period
- Hotel accommodation
- Trip extension
- Taxi from the place of the event
- Vehicle storage at the parking lot



### THE FOLLOWING SERVICES ARE OFFERED TOGETHER WITH CASCO INSURANCE:

- Driver and passenger accident insurance
- Pet insurance
- Insurance of additional equipment, such as additionally installed audio, video and telecommunications equipment, navigation systems, rims, extra lamps, vanity plates, etc.
- Insurance of personal belongings taken along in the vehicle



### WE ALSO PROVIDE SPECIAL CASCO INSURANCE SOLUTIONS ADAPTED FOR YOUR NEEDS:

- Vehicle fleet insurance
- Insurance of vehicles with temporary licence plate numbers for vehicle selling organisations
- Specialised vehicles and specialised machinery insurance

When taking out insurance, you can select the insurance conditions that best meet your needs, which will be stated in the insurance policy. Upon occurrence of the event, refer to the present terms and conditions (hereinafter – the Terms and Conditions) and the insurance policy in order to verify whether a specific event is insured, i.e. whether you are entitled to indemnification.

# A. ABOUT MOTOR INSURANCE

## A.1. PARTIES TO THE CONTRACT

1. The insurance contract is concluded between two parties:
  - 1.1. *Insurer* – Lietuvos draudimas AB.
  - 1.2. *Policyholder* – a person who has applied to the Insurer concerning the conclusion of the insurance contract, or to whom the Insurer has offered to conclude the Insurance Contract, or who has concluded the insurance contract with the Insurer.
2. *Policyholder's representative* – a person authorised to conclude, modify or terminate the insurance contract (validity of insurance coverage) on behalf of the Policyholder.
3. *Insured Persons* – owners of the vehicle indicated in the insurance contract, and keepers to whom the vehicle was transferred for use with the knowledge of the owner or authorised keeper and by free will.
4. *Beneficiary* – a person specified in the insurance contract or a person appointed by the Policyholder or, in cases defined in the insurance contract, by the Insured Person, who is entitled to obtain the insurance benefit.
5. *Persons associated with the Policyholder and/or the Insured Person* – the person related to the Policyholder and/or the Insured Person by labour or civil relations, the Policyholder's and/or Insured Persons close relative or other and persons who have been authorised or otherwise legally entrusted to store the insured object by the Policyholder and/or the Insured Person.

## A.2. INSURANCE OBJECTS

6. *Insured object* – the vehicles insured under the conditions set forth in the Terms and Conditions.
  - 6.1. *Vehicle* – the terrain vehicle completed by the manufacturer's plant or manufacturer's official representative. The licence plate number shall also be deemed to be part of the vehicle, except vanity plates, car keys, spare tire, emergency warning triangle, fire extinguisher(-s), first aid kit(-s), bright coloured vest with reflective elements and other measures that must be available in the vehicle according to the requirements of the Road Traffic Rules (RTR).  
*Car keys* – keys, start cards, remote alarm control console, key fob that starts the vehicle and similar parts of the vehicle's security system.
  - 6.2. The vehicle insured under the Terms and Conditions must be registered in the Register of Road Vehicles of the Republic of Lithuania administered by Regitra VĮ.
  - 6.3. The vehicle with temporary licence plate numbers for the vehicle selling organisations may be insured under the Terms and Conditions. The features of their insurance conditions are indicated in section C1.
  - 6.4. The specialised vehicles and specialised machinery may be insured under the Terms and Conditions. The features of their insurance conditions are indicated in section C2.

### A.3. INSURABLE VALUE, SUM INSURED AND DEDUCTIBLE

#### 7. INSURABLE VALUE

- 7.1 Insurable value – the value of the insured object on the date of conclusion of the insurance contract or on the date of the event. The insurable value can be:
- 7.1.1 The market value of the vehicle on the date of the insured event.
- Market value – an amount for which a similar vehicle can be sold in Lithuania by concluding a direct transaction between the person selling the vehicle and the person buying the vehicle properly placed on the market, if both parties to the transaction act in a business-like manner, without coercion and impact on other circumstances not directly related to this transaction. The market value shall be established in accordance with the real market offers and publicised sources in Lithuania. At the choice of the Insurer, the value of the vehicle can be determined according to the official valuation performed by the persons authorised to perform the valuation of such assets.
- 7.1.2 The acquisition value of the new vehicle on the date of conclusion of the insurance contract, if the vehicle is covered under the insurance option 'Vehicle insurance at new value'.
- Acquisition value – the value of the acquisition of the vehicle (incl. VAT) indicated in the vehicle acquisition documents.

#### 8. SUM INSURED

- 8.1 Sum insured – the amount, within which the Insurer indemnifies the Policyholder for the loss incurred during the insured event.
- 8.2 If the insurance contract does not state a specific sum insured, in this case, the sum insured shall be equal to the market value of the vehicle on the date of the insured event. In this case, the underinsurance and increased coverage clauses shall not apply.
- 8.3 If the vehicle is leased, the sum insured shall be equal to the market value of the vehicle on the date of the insured event, however, not less than the outstanding value of assets under lease or operating lease contract on the date of the insured event, except delayed payments and penalty charges.
- 8.4 The sum insured can be established by the agreement between the Policyholder and the Insurer (agreed sum insured) on the date of conclusion of the insurance contract. In this case, the specific sum insured shall be indicated in the insurance policy, while the liability for the correctness of the sum insured indicated in the insurance policy and conformity of the sum insured to the insurable value shall be borne by the Policyholder. In this case, the underinsurance and increased coverage clauses shall not apply, if the difference between the sum insured and insurable value does not exceed 10 per cent.

#### 9. UNDERINSURANCE, DOUBLE INSURANCE AND INCREASED COVERAGE

- 9.1 Underinsurance shall mean the cases where the sum insured indicated in the insurance policy is lower than the respective insurable value on the date of conclusion of the insurance contract (or insured event). The insurance benefit shall be calculated according to the ratio of the sum insured and insurable value.
- 9.2 Double insurance – if the insured object is insured under several insurance contracts, the damages shall be indemnified in proportion to the share of liability assumed, however without exceeding the total amount of damages.
- 9.3 Increased coverage – if the sum insured indicated in the insurance policy exceeds the insurable value, the insurance contract shall not apply to the share of the sum insured, which exceeds the insurable value.
- 9.4 In any case, the underinsurance and increased coverage clauses shall not apply, if the difference between the sum insured and insurable value does not exceed 10 per cent.

## 10. DEDUCTIBLE

- 10.1 *Deductible* – the amount indicated in the insurance policy, which, in each case of damages or destruction of the vehicle, the Insurer deducts from the insurance benefit payable, except in cases indicated in paragraphs 10.3 (when smashed glass deductible applies) and 10.4 of the Terms and Conditions.
- 10.2 *Percentage deductions* – the amount by which the Insurer shall reduce the insurance benefit payable in the event of theft of the vehicle and/or its separate parts (as defined in paragraph 18.5 of the Terms and Conditions). This amount shall be calculated as the percentage of the amount of insurance benefit payable indicated in the insurance contract, which, however, in all cases shall not be lower than the deductible.
- 10.3 *Smashed glass deductions* – the amount indicated in the insurance policy, by which the Insurer reduces the insurance benefit payable for glass repair or replacements in the event of smashed glass. The smashed glass deduction shall apply only if the damaged or destroyed glass is repaired or replaced at the car repair garage in Lithuania indicated by the insurer, or at the warranty car repair garage in Lithuania, if the insurance option selected in the insurance contract is 'Vehicle insurance at new value', in all other cases, also in cases where the glass of the damaged vehicle is armoured or custom made (e.g., side windows of limousines, etc.), the deductible indicated in the insurance contract shall apply. The decision of whether the damaged glass can be repaired shall be taken by the Insurer.
- 10.4 The deductible and/or percentage deduction shall not apply:
- 10.4.1 to losses incurred due to damages or destruction of vehicles in an accident due to a direct impact with an animal;
  - 10.4.2 to losses incurred due to damages or theft of the vehicle's licence plate. The losses to vanity plates, which are not covered as additional equipment (as defined in part D3 of the Terms and Conditions) shall be indemnified at the cost of regular licence plate numbers;
  - 10.4.3 in cases, where the person at fault of the insured event is identified and the Insurer acquired the right of regress to the recovery of the insurance premium paid, and the person at fault for the event is:
    - a company, institution or organisation registered in Lithuania, a citizen of the Republic of Lithuania or a stateless person residing permanently in Lithuania, or
    - a person who concluded the insurance contract, under which indemnification for damages incurred was provided throughout the insured event;
  - 10.4.4 driver and passenger accident insurance (as defined in part D1 of the Terms and Conditions) and pet insurance (as defined in part D2 of the Terms and Conditions).
- 10.5 If the vehicle is insured by selecting the insurance option 'Vehicle insurance at new value', only one deductible shall apply to each application regarding the event, irrespective of the number of events that occurred.
- 10.6 The deductible indicated in the insurance contract shall be increased by EUR 300 and apply for the first event, which occurred when the vehicle was used by the person who is not defined in the insurance contract as the keeper in the group of keepers.
- 10.7 The deductible indicated in the insurance contract shall apply to the damages involving damaged or destroyed tires, however, no less than EUR 50.

## A.4. INSURANCE TERMS AND CONDITIONS OPTIONS

11. Possible insurance terms and conditions options (the option selected shall also apply to additional equipment):
- 11.1 *Vehicle insurance at new value*: losses shall be calculated according to the vehicle value on the date of conclusion of the insurance contract.
  - 11.2 The vehicle can be insured by selecting one of the following insurance options for the application of depreciation of the vehicle parts:



- 11.2.1 *Depreciation of the parts does not apply:* upon the occurrence of the insured event, the insurance benefit for repairs of the vehicle shall be provided without deducting depreciation of the vehicle parts, if the documents substantiating vehicle repair expenses and payment are presented. If such documents are not presented, the insurance benefit shall be paid according to the provisions of paragraph 79.1.
- 11.2.2. *Depreciation of the parts applies:* upon the occurrence of the insured event, the insurance benefit for repairs of the vehicle shall be provided with deduction of depreciation of the vehicle parts, if the documents substantiating vehicle repair expenses and payment are presented, except where the damaged parts (elements) are replaced with equivalent second-hand parts (elements). If the documents substantiating vehicle repair expenses and payment are not presented, the benefit shall be paid according to the provisions of paragraph 79.1. If the Policyholder fails to present the acquisition document of additional equipment, the age of additional equipment shall be deemed to be the same as that of the vehicle. The depreciation (%) of the vehicle elements and/or parts, and/or additional equipment shall be determined according to the table provided below.

Age of vehicle or additional equipment in years	Depreciation of elements and/or parts, and/or additional equipment (%) according to the types of vehicles*						
	Passenger cars (according to cubic capacity of engine, cm <sup>3</sup> )			Electric vehicles	Caravans and motorhomes, bicycles	Buses, trucks, trailers and specialised vehicles	Specialised machinery
	0-1000 cm <sup>3</sup>	1001-2000 cm <sup>3</sup>	2001 and more cm <sup>3</sup>				
up to 1	0	0	0	0	0	0	0
1	4	0	0	0	0	0	0
2	9	5	0	0	0	0	5
3	14	9	6	6	0	5	10
4	20	13	10	10	5	10	15
5	27	19	14	14	10	15	20
6	33	24	19	19	15	20	25
7	40	30	25	25	20	25	30
8	47	37	31	31	25	30	35
9	53	43	37	37	30	35	40
10	59	49	43	43	35	40	45
11	65	55	50	50	40	45	50
12	70	61	56	56	45	50	55
13	70	67	62	62	50	55	60
14	70	70	67	67	50	60	65
15 and more	70	70	70	70	50	65	70

\* The type of vehicle shall be determined according to the state vehicle registration (of not registered – acquisition) document. Depreciation of elements and/or parts of hybrid vehicles (%) shall be calculated according to the depreciation of passenger cars (according to cubic capacity of engine, cm<sup>3</sup>) indicated in the table (%).

- *Hybrid vehicle* – a vehicle fitted with an internal combustion engine or, if necessary, an integrated one or several electrical engines, using integrated electricity chargeable power storage system.
- *Electric vehicle* – a vehicle fitted with only one or several electrical engines, using integrated electricity chargeable power storage system.

- 11.3. The vehicle can be insured by selecting one of the following insurance options for the choice of vehicle repair garage:
- 11.3.1. *Repair garage of the Policyholder's choice:* upon the occurrence of the insured event, the vehicle is repaired at the repair garage of the choice of the Insured Person on the territory of the Republic of Lithuania or the insurance benefit is calculated according to the repair work rates and price of replacement parts and materials used indicated by the Insurer.
- 11.3.2. *Repair garage of the Insurer's choice:* upon the occurrence of the insured event, the vehicle is repaired at the repair garage indicated by the Insurer on the territory of the Republic of Lithuania or the insurance benefit is calculated according to the repair work rates and price of replacement parts and materials used indicated by the Insurer.

## A.5. VALIDITY OF INSURANCE COVERAGE

12. The insurance coverage shall be valid on the territory of the following countries, which is referred to as Europe in the insurance contract: Ireland, Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Czech Republic, Denmark, Estonia, Gibraltar, Greece, Iceland, Spain, Italy, United Kingdom, Montenegro, Cyprus (EU part), Kosovo, Croatia, Latvia, Poland, Lichtenstein, Lithuania, Luxembourg, North Macedonia, Malta, Moldova, Monaco, Norway, Netherlands, Portugal, France, Romania, Russia (except the Asian part beyond the Ural Mountains, Karachay–Cherkessia, Kabardino-Balkaria, Ingushetia, North Ossetia, Chechnya, Dagestan), San Marino, Serbia, Slovakia, Slovenia, Finland, Sweden, Switzerland, Turkey, Ukraine, Vatican, Hungary and Germany.

## A.6. TYPE OF INSURANCE

### 13. TYPES OF MOTOR INSURANCE ACCORDING TO THEIR NUMBER IN THE INSURANCE CONTRACT

The vehicles can be insured by individual contracts, where one insurance contract provides coverage to one vehicle, or by vehicle fleet insurance contracts. The vehicle fleet is considered to be more than one vehicle indicated in one insurance contract.

### 14. FEATURES OF THE VEHICLE FLEET INSURANCE CONTRACT

- 14.1 The same insured events shall be valid and the same expenses indicated in part B1 of the Terms and Conditions shall be indemnified for the vehicle fleet.
- 14.2 The information on the fleet vehicles, their insured events and insurance terms and conditions shall be provided in the vehicle fleet insurance contract.
- 14.3 The coverage for each vehicle, including additional coverage, shall apply according to the respective conditions indicated in the insurance contract.
- 14.4 The same exclusions and non-indemnified loss indicated in part B2 of the Terms and Conditions shall be valid for the vehicle fleet.
- 14.5 The sum insured (if a specific sum insured is indicated) and deductible shall be determined for each vehicle separately and stated in the insurance contract.
- 14.6 The amount of loss shall be determined and indemnification shall be calculated for each vehicle in accordance with part E2 of the Terms and Conditions.

## 15. VALIDITY OF INSURANCE COVERAGE OF THE VEHICLE FLEET, MODIFICATIONS, SUPPLEMENTATIONS OF THE INSURANCE CONTRACT, AND TERMINATION OF COVERAGE OF THE INSURED OBJECTS

- 15.1 The coverage for each vehicle shall be valid from the date indicated in the insurance contract, which cannot be earlier than the effective date of the insurance contract, and shall be valid until the date of expiration of the validity of the insurance contract.
- 15.2 The insurance contract shall be modified if the fleet composition is corrected (by adding new vehicles and terminating validity of coverage of any vehicle indicated in the insurance contract), as well as in other cases of modification of the insurance contract terms and conditions (as indicated in paragraphs 121 and 111.2 of the Terms and Conditions).
- 15.3 If the vehicle of the vehicle fleet is transferred into the ownership of another person, the coverage of this vehicle shall be terminated as of the moment of transfer of this vehicle. The Policyholder shall be obliged to notify the Insurer in writing about the expected transfer of the insured vehicle before the moment of transfer.
- 15.4 When the insurance contract is modified, the insurance premium shall be recalculated by adjusting the premium payment instalments under the insurance contract by the same amount. The terms of payment of the premium instalments shall not be changed. If the full amount of premiums has already been paid, the insurance premium additionally payable shall be paid or premium repayable shall be refunded by concluding the additional insurance contract unless agreed otherwise.
- 15.5 If during the validity of the contract, more than 20 per cent of the validity of coverage of the vehicles insured under the insurance contract (however, at least 2 vehicles) is terminated, the Policyholder shall be obliged to compensate the expenses of conclusion and performance of the insurance contract, which comprise 30 per cent of the mandatory insurance premium for the period remaining until the end of the contract, however, no less than EUR 60 for each vehicle. If it is not possible to deduct the contract conclusion and performance expenses, the Policyholder shall be obliged to provide payment of these expenses. The cases of termination of the validity of the vehicle coverage due to change of the vehicle owner or if the insurance risk ceased to exist (destruction or loss of the vehicle, etc.) shall not be included into the number of vehicles.

## A.7. INCREASE OF INSURANCE RISK NON-STANDARD RISKS

16. *Increased insurance risk* – the change or occurrence of the circumstances provided for in the present Terms and Conditions, the insurance policy and/or other documents presented to the Insurer, which could have a significant impact on the probability of occurrence of the insured event and possible amount of damages incurred in this event. The Policyholder (or his representative) shall be obliged to inform the Insurer about such cases in the procedure and terms set forth in paragraph 108.4 of the Terms and Conditions. Otherwise, the Insurer/his representative shall be entitled to change or terminate the terms of validity of the insurance coverage under paragraph 111.2 of the Terms and Conditions. It shall be considered that the insurance risk increased if:
  - 16.1 the vehicle insured is re-registered in the state register of road vehicles or its registration is removed;
  - 16.2 the state authority imposes encumbrances on the management of the vehicle insured (e.g., seizes the vehicle);
  - 16.3 car keys are lost or disappear;
  - 16.4 the vehicle registration documents are lost or disappear;
  - 16.5 the security measures required by the Insurer are not installed at the time indicated or they are replaced with others without prior consent of the Insurer;
  - 16.6 the vehicle is used for non-standard risk, which is not indicated in the insurance contract.

17. *Non-standard risk* – prior to the conclusion of the insurance contract, the Policyholder shall be obliged to provide to the Insurer all information available on the use of the vehicle for non-standard risk activities. If it has not been indicated in the insurance contract that the vehicle will be used for non-standard risk activities, the Insurer shall not provide coverage against such activities and shall not provide indemnification. The following activities shall be deemed to be non-standard risks:
- 17.1 *carriage of passengers* for remuneration (irrespective of whether the permits set forth in the legal acts of the Republic of Lithuania have been received for such activities), including such cases where these activities are carried out using advertising portals, social networks or other means of public information, as well as the cases, where the vehicles are provided with the stickers advertising passenger carriage services or additional equipment is attached inside or outside the vehicle, which is related to the provision and/or payment of the transport services. This condition shall not apply to buses with more than 22 passenger seats and 1 driver's seat;
  - 17.2 *provision of security services*. It shall be considered that the vehicle is intended for the provision of security services if it is used by the security services or security divisions operating under the Republic of Lithuania Law on Security of Persons and Assets for the performance of the functions set for in this law (provided with special light signals – orange beacons);
  - 17.3 *transportation of liquid fuel, gas or explosive substances* (vehicle is specially adapted for this purpose). It shall be considered that the vehicle is designated for transportation of the said cargo, also in cases of transportation thereof not in the vehicle itself but in its trailer;
  - 17.4 *short-term lease*. Short-term lease shall mean lease of the vehicle under the contract for a period no longer than one year, except in cases where the lease is provided under the finance lease or leasing contract. The cases where this activity is performed using advertising portals, social networks or other means of public information, as well as when the vehicle is provided with stickers advertising lease services, shall be treated as a lease. If the vehicle, specialised vehicle or specialised machinery is leased with a driver or operator, it shall not be treated as a short-term lease.
  - 17.5 *express consignments*. It shall be considered that the vehicle is intended for transportation of expresses consignments, if it is used for collection and delivery of any goods, postal parcels and packages, document shipments, other shipments and parcels from/to a number of delivery places within one day, irrespective of whether such activities are licensed under the legal acts of the Republic of Lithuania, including such cases where the vehicle is provided with stickers advertising consignment services or additional equipment is installed inside or outside the vehicle, which is related to collection, transportation of consignments and/or payment therefor;
  - 17.6 *food preparation and/or sale*. It shall be considered that the vehicle is intended for food production and/or delivery sale if the equipment installed therein is designed for provision of food preparation services (e.g., food truck), irrespective of whether such activities are licensed under the legal acts of the Republic of Lithuania.

## B. INSURED AND NON-INSURED EVENTS

### B.1. INSURED EVENTS AND INDEMNIFICATION OF EXPENSES

#### 18. INSURED EVENTS

The insured event shall be the damaging, destruction or loss of the insured vehicle due to any circumstances that occur suddenly and unexpectedly due to a traffic accident, fire, natural forces, malicious actions of other persons, theft (as defined in paragraph 18.5 of the Terms and Conditions) or any other events, except those events that are deemed to be exclusions according to the Terms and Conditions.

- 18.1 **Traffic accident** – an accident on the road, on a public or private territory, when the movement of the vehicle or part of the vehicle results in fatality or injuries of humans, and damages of at least one vehicle.
- 18.2 **Fire:**
- 18.2.1 *fire* – a flame that originates in the source not intended for this purpose or erupting from it and able to spread spontaneously, including arson or explosion of the vehicle due to intentional actions of the third persons. Moreover, the damages incurred in the process of extinguishing of fire and/or due to the fire that emerges nearby shall be indemnified.
- 18.2.2 *explosion* – a sudden change of energy balance based on the gas or vapour expansion properties;
- 18.2.3 *lightning* – the impact of lightning where the place of direct discharge of lightning is visible on the vehicle (its parts), as well as burnt and charred elements.
- 18.3 **Natural forces:**
- 18.3.1 *storm* – a strong wind destroying buildings, breaking tree branches and displacing lighter items;
- 18.3.2 *heavy shower* – a short intensive rain where the amount of rainfall reaches 15 mm and more within a period of 12 hours or less;
- 18.3.3 *hail* – precipitation in the form of small lumps of ice, which occurs during a warm season of the year;
- 18.3.4 *snow pressure* – breakage or damage of the insured vehicles and additional equipment and/or personal belongings present therein due to the weight of snow.
- 18.3.5 *flooding* – a sudden and unforeseen rise of water level in the still or running water bodies.
- 18.3.6 *sinking soil* – a natural sinking of soil due to the karst phenomena.
- 18.3.7 *landslide* – a spontaneous soil movement downhill under the pressure of the soil weight.
- 18.4 **Malicious actions of other persons** shall be considered to be any direct damages or destruction of the insured vehicle, other than theft or attempted theft.
- 18.5 **Vehicle theft:**
- 18.5.1 *theft of parts* – the seizure of separate parts of the vehicle (Article 178 of the Criminal Code) or misappropriation by robbery (Article 180 of the Criminal Code),

- or damages incurred in an attempted theft (Article 22 of the Criminal Code), and damages of the vehicle caused while executing these actions;
- 18.5.2 **theft of a vehicle** – the seizure of the entire vehicle (Article 178 of the Criminal Code) or misappropriation by robbery (Article 180 of the Criminal Code), or damages incurred in an attempted theft (Article 22 of the Criminal Code), and damages of the vehicle caused while executing these actions.
- 18.6 **Smashed glass** – an event during which the glass of the vehicle is damaged or destroyed. **Glass** – a glass of the bodywork, external mirrors or lamps.

## 19. INDEMNIFICATION OF EXPENSES

- 19.1 Additionally, the following expenses incurred due to the insured event shall be indemnified:
- 19.1.1 car key making, lock replacement, security system re-programming expenses, if the car keys or vehicle were stolen;
- 19.1.2 expenses incurred due to damaged theft protection means;
- 19.1.3 expenses incurred due to internal damages of the vehicle during a traffic accident, where the vehicle was damaged externally by an impact with an external object, unlawful actions of the third persons or animals other than pets.
- 19.2 Additionally, the following necessary, reasonable and appropriate expenses incurred due to the insured event shall be indemnified:
- 19.2.1 expenses due to damages made deliberately while rescuing the victims from the vehicle;
- 19.2.2 expenses on removing the vehicle from the site of an accident (lifting from the place of overturning, loading of remains into another vehicle, etc.);
- 19.2.3 transportation expenses of the vehicle from the place of an accident to the place of storage or repair:
  - if the maximum allowable weight of the vehicle (total weight) does not exceed 3,500 kg, while the insured event occurred in Lithuania – no more than EUR 300,
  - if the maximum allowable weight of the vehicle (total weight) does not exceed 3,500 kg, while the insured event occurred outside the territory of Lithuania – no more than EUR 1,000,
  - if the maximum allowable weight of the vehicle (total weight) exceeds 3,500 kg, while the insured event occurred in Lithuania – no more than EUR 450,
  - if the maximum allowable weight of the vehicle (total weight) exceeds 3,500 kg, while the insured event occurred outside the territory of Lithuania – no more than EUR 3,000;
- 19.2.4 vehicle storage expenses, however, covering no more than five days;
- 19.2.5 expenses incurred seeking to mitigate losses, prevent occurrence thereof or while performing other lawful requirements of the Insurer.
- 19.3 If in case of the insured event, indemnification of losses is provided for damages, destruction or theft of a tire (including cases of damages to the tire only) and where this tire cannot be repaired, additionally, the indemnification shall be provided for the second equivalent tire on the same axis, if the documents confirming acquisition and payment of tires are provided. This condition applies only to passenger cars, the total weight of which does not exceed 3,500 kg, and which are registered as category M1 or N1 vehicles.
- 19.4 Additionally, the indemnification of expenses incurred due to damages or destruction of the third persons' assets that were not present in the insured vehicle, which were caused by the fire in the insured vehicle, except cases of arson, shall be provided, however, no more than EUR 20,000 per event. Under the present paragraph, the third person shall be any person except the Insurer and the Policyholder, the family member of the Policyholder or person managing a common household with the Policyholder, or a person related to the Policyholder by labour or civil contractual relations.
- 19.5 The replacement and/or rescue expenses indicated in paragraphs 19.1–19.4 of the Terms and Conditions shall be indemnified only if the substantiated documents have been presented.

## 20. ADDITIONAL COVERAGE

If the additionally offered coverage indicated in Part D of the Terms and Conditions has been selected and indicated in the insurance policy or applies automatically, the additional coverage insurance benefit shall be calculated in addition to the insured events and indemnifiable expenses listed in paragraphs 18 and 19 of the Terms and Conditions.

## B.2. EXCLUSIONS AND NON-INDEMNIFICATION OF DAMAGES

### 21. EXCLUSIONS

*Exclusions* shall mean the events for which the Insurer does not provide indemnification, if:

- 21.1 it is the second or subsequent event, where the vehicle was used by the person who is not the keeper from the group of keepers defined in the insurance contract. The event shall not be deemed an exclusion if the person at fault has been identified and the Insurer acquires the right of regress to claim recovery of the benefit paid (with the application of the provisions of paragraph 10.4.3 of the Terms and Conditions);
- 21.2 damages occurred at the moment when the vehicle was participating in any kind (including unofficial) of sports competitions, races or training;
- 21.3 damages occurred due to technical malfunctions of the vehicle.  
Technical malfunctions of the vehicle shall be considered to be the malfunctions, which occurred due to:
  - 21.3.1 natural wear of tires, engine, chassis or other parts and/or elements of the vehicle with normal use thereof;
  - 21.3.2 failure of vehicles parts and/or units, except where external mechanical damages are present on these parts and/or units, which resulted from a traffic accident or other risk assumed in the insurance contract;
  - 21.3.3 environmental impact (e.g., rust, failures due to salt, freezing of fluids, etc.), except impact from natural forces;
  - 21.3.4 inadequate use of the vehicle with violation of the operating requirements set forth by the vehicle manufacturer (e.g., shortage of vehicle fluids);
  - 21.3.5 inappropriate and/or poor-quality fuel;
- 21.4 damages occurred at the moment when the Insured Person was driving the vehicle under intoxication from alcohol or medicines, narcotic or other intoxicating substances, also if he consumed alcohol or other intoxicating substances after the accident prior to the determination of the circumstances or refused alcohol or intoxication testing. Insobriety or intoxication shall be interpreted according to the standard legal acts of the country of the accident;
- 21.5 the vehicle is damaged or destroyed because this vehicle and/or its trailer are in a poor technical condition, i.e., when its use is prohibited under the legal acts of the Republic of Lithuania. This provision shall not apply where there is no causal link between the event and technical conditions of the vehicle;
- 21.6 damages occurred at the moment when the Insured Person was driving the vehicle without the right to drive this type of vehicle;
- 21.7 upon the occurrence of the traffic accident, the Insured Person left the scene of the accident, thus, violating the Road Traffic Rules;
- 21.8 damages occurred as a result of the Insured Person refusing to comply with the request of the state officers to stop;
- 21.9 the vehicle and/or its parts were stolen (except robbery), damaged or destroyed, when the windows, roof window or roof, trunk or rear cover were left open or the doors were left unlocked;
- 21.10 the vehicle was stolen together with the car keys left inside (except robbery). It shall be considered that the car keys were stolen together with the vehicle, if the Policyholder, following the event, however, no later than within 3 business days after the written notification of the event, failed to provide to the Insurer or pre-trial investigation authority all keys of the vehicle,

- except in cases, where prior to the insured event, the Policyholder fulfilled the duties set forth in paragraph 108.3 of the Terms and Conditions;
- 21.11 the vehicle was lost when the person, who, having acquired the right to use the insured vehicle with the knowledge and will of the Policyholder or the Insured Person, misappropriates the vehicle (Article 183 of the Criminal Code) or acquires the vehicle by deceit (Article 182 of the Criminal Code);
  - 21.12 the vehicle was stolen while lacking properly installed anti-theft devices demanded by the Insurer or where at least one of these devices was not functioning or disabled, also in cases where the GPS tracking system was available in the vehicle but the mobile object tracking and response services were cancelled (not provided). It shall be considered that the anti-theft devices are not functioning also in those cases where only part of the functions are disabled;
  - 21.13 damages occurred because during the event the vehicle or its parts were used as a tool or work equipment (e.g., where the vehicle was used to perform agricultural, excavation works, measurements or mobile laboratory tests, road repair or construction works, etc.), except in cases where this work was related to carriage of passengers or cargo, boarding or alighting of passengers, and loading or unloading of cargo. If the Insurer and the Policyholder agree otherwise and note that in the insurance policy, the events listed in this paragraph shall be deemed insured events;
  - 21.14 damages occurred when the vehicle was carried as cargo, as well as during loading and unloading thereof. It shall not be considered that the vehicle was carried as cargo, where it was transported by a ferry (where it embarks and disembarks the ferry by itself) or where due to malfunctions, damages or destruction, it was transported to the place of repairs or storage;
  - 21.15 damages occurred when the vehicle or its parts were immersed in water while driving or standing on the frozen body of water;
  - 21.16 the event occurred with the vehicle, which is intended and/or used for non-standard risk: carriage of passengers for remuneration, provision of security services, transportation of liquid fuel or gas or explosive substances, short-term lease, emergency consignments or food preparation and/or sale, except in cases indicated in the insurance contract;
  - 21.17 the Policyholder, the Insured Person or the person related to the Policyholder and/or the Insured Person seeking to receive indemnification or increase it, falsified or presented false data about the event and/or its consequences;
  - 21.18 the insurance contract was concluded after the occurrence of the insured event;
  - 21.19 the event occurred due to military actions, civil unrest (strikes, riots, etc.) or impact of radioactive emissions;
  - 21.20 damages occurred due to confiscation, seizure or destruction of assets based on the instructions given by the state authorities;
  - 21.21 the event occurred due to an earthquake, radiation or other effects of nuclear energy;
  - 21.22 the event occurred due to intentional acts of the Policyholder and/or persons related to the Policyholder and/or the Insured Person, or the Beneficiary unless the intentional actions or omission thereof are socially valuable (necessary defence or relevance, or performance of civic duty, etc.);
  - 21.23 in other cases provided for in the insurance contract and the law.

## 22. NON-INDEMNIFICATION OF DAMAGES

The following damages shall not be indemnified:

- 22.1 damages that occurred due to adjustment of the factory defect or defect left after poor quality repairs;
- 22.2 damages that occurred due to internal damages of the vehicle, except in cases that are deemed to be indemnifiable, and in cases where the damages to the insured vehicle occur due to the fault of other persons, which have been identified by the competent authority to be at fault of the event and meet one or both conditions provided below:
  - the person at fault of the event is determined to be the company, institution or organisation registered in Lithuania, a citizen of the Republic of Lithuania or another person residing permanently in Lithuania,



- the person at fault of the event concluded the insurance contract valid on the date of the event, under which indemnification for all the damages incurred during the insured event is provided;
- 22.3 losses that occurred due to the damages or destruction caused to the vehicle by the cargo transported. This provision shall not apply if the damages were caused due to a traffic accident involving external damages of the vehicle by impact with an external object, or damages to glass;
  - 22.4 financial losses, which are not directly related to replacement expenses of the damaged vehicle or value (price) compensation of the destroyed or stolen vehicle (including but not limited to the expenses on idle time of the vehicle, loss of income due to inability to use the vehicle, fines and losses), and which are not listed in paragraphs 19.1 and 19.2 of the Terms and Conditions;
  - 22.5 expenses on the performance of the technical expert assessment confirming the suitability of the insured vehicle for use in public traffic after the accident, where the necessity and amount of such expenses have not been coordinated in advance, i.e., prior to performance of the expert assessment, with the Insurer. In all the cases, such damages shall not be indemnified, when it is determined that the vehicle was destroyed during the traffic accident (paragraph 73 of the Terms and Conditions);
  - 22.6 damages that occurred due to a reduction in the commercial value of the vehicle;
  - 22.7 damages that occurred due to emergency delivery of the vehicle's parts and/or elements;
  - 22.8 damages that occurred due to loss of fuel or expenses on fuel;
  - 22.9 damages that occurred as a result of modification or improvement of the vehicle during repairs. The replacement expenses shall be deemed an exception – these expenses shall be indemnified for replacement of the parts and/or elements with the new original parts and/or elements, without including their depreciation in cases indicated in paragraph 79.2.2 of the Terms and Conditions.
- 23. THE INSURANCE BENEFIT SHALL BE REDUCED OR SHALL NOT BE PAID:**
- 23.1 If the Policyholder or the persons associated with the Policyholder failed to comply with the requirements indicated in paragraphs 108.5.1 and 108.5.2 of the Terms and Conditions;
  - 23.2 If the Policyholder or the persons associated with the Policyholder failed to fulfil the obligation indicated in paragraph 108.5.3 of the Terms and Conditions, except in cases where it has been proven that the Insurer was informed about the insured event in due time, or where the event notification has no influence on the Insurer's obligation to provide indemnification;
  - 23.3 If the Policyholder or persons associated with the Policyholder waived their right to claim compensation of damages by the person liable, or these rights can no longer be invoked due to the fault of the Policyholder or persons associated with the Policyholder;
  - 23.4 If the Policyholder or persons related to the Policyholder, or the Person Insured, or the Beneficiary caused the loss deliberately or made attempts to mislead the Insurer by falsifying the facts, providing incorrect data, or wrongly increased the amount of loss;
  - 23.5 If the duties indicated in Parts F1-F4 of the Terms and Conditions are not fulfilled;
  - 23.6 In other cases provided for in the insurance contract and the law.
- 24. THE INSURANCE BENEFIT CAN BE REDUCED:**
- 24.1 If the Policyholder or the persons associated with the Policyholder failed to comply with at least one of the requirements indicated in paragraphs 108.5.13 and 108.5.15 of the Terms and Conditions;
  - 24.2 If it becomes apparent that the Policyholder or his representative insured the vehicle without stating to the Insurer that the vehicle is intended to be used in the market of America – the insurance benefit shall be reduced to 30 per cent;
  - 24.3 The insurance benefit shall be reduced by the amount paid for the previous benefits if the parts damaged during the event are the same as those damaged in the previous events, while the damages have not been eliminated (vehicle repair has not been performed).

# C. INSURANCE SOLUTIONS FOR BUSINESS

## C.1. INSURANCE OF VEHICLES WITH TEMPORARY LICENCE PLATE NUMBERS FOR VEHICLE SELLING ORGANISATIONS

### 25. INSURED OBJECT

*Insured object* – any vehicle owned by the Policyholder, which during the insured event bears the temporary licence plate numbers for vehicle selling organisations indicated in the insurance contract, as set forth in the recast version of the Description of the Procedure for Issue and Use of the Temporary Licence Plate Numbers for Marking of Test Motor Vehicles, Trailers and Self-Propelled Vehicles valid on the date of conclusion of the contract.

### 26. INSURED EVENTS

The same insured events and indemnification of expenses indicated in Part B1 of the Terms and Conditions shall apply to the vehicles with temporary licence plate numbers for vehicle selling organisations.

### 27. EXCLUSIONS AND NON-INDEMNIFICATION OF DAMAGES

The same exclusions and non-indemnification of damages indicated in Part B2 of the Terms and Conditions shall apply to the vehicles with temporary licence plate numbers for vehicle selling organisations.

### 28. SUM INSURED AND DEDUCTIBLE

The sum insured and deductible shall be determined during the conclusion of the contract by agreement between the Insurer and the Policyholder.

### 29. ADDITIONAL PROVISIONS OF THE INSURANCE TERMS AND CONDITIONS OPTIONS

If the option selected in the insurance contract is 'Vehicle insurance at new value' (paragraph 11.1 of the Terms and Conditions), it shall apply to the vehicles purchased directly from the manufacturer or vehicle selling organisation, which purchased them directly from the manufacturer. The damages shall be calculated according to the acquisition value of the vehicle.

### 30. TERMS OF MODIFICATION AND TERMINATION OF THE INSURANCE CONTRACT

30.1 The insurance contract can be modified when increasing the sum insured, changing the temporary licence plate numbers for vehicle selling organisations, as well as in other cases indicated in paragraphs 121 and 111.2 of the Terms and Conditions.

30.2 The insurance contract shall lapse if the temporary licence plate number for vehicle selling organisations is returned to Regitra V].

### 31. DETERMINATION OF DAMAGES AND PAYMENT OF INSURANCE BENEFIT

The insurance benefit for the insured events in which the insured vehicle was involved shall be calculated with respect to one of the following amounts (whichever is the lowest):

- 31.1 the sum insured indicated in the insurance contract. The Insurer shall indemnify a part of the damages incurred that is proportional to the ratio of the sum insured and the market value of the vehicle on the date of the event. If the coverage is granted upon selection of the insurance option 'Vehicle insurance at new value' (paragraph 11.1 of the Terms and Conditions), the Insurer shall indemnify a part of the damages incurred that is proportional to the ratio of the sum insured and market value of the vehicle on the date of conclusion of the insurance contract (or on the date of its acquisition, if purchased at a later date);
- 31.2 the market value of the vehicle on the date of the insured event. If the coverage is granted upon selection of the insurance option 'Vehicle insurance at new value' (paragraph 11.1 of the Terms and Conditions), the Insurer shall indemnify the market value of the vehicle on the date of conclusion of the insurance contract (or on the date of its acquisition, if purchased at a later date).

The total amount of benefit (including the indemnifiable expenses indicated in paragraphs 19.1.2–19.1.3 and 19.2.1–19.2.4 of the Terms and Conditions) may not exceed the market value of the vehicle on the date of conclusion of the insurance contract (or on the date of its acquisition, if purchased at a later date), except the expenses indicated in paragraph 19.2.5 of the Terms and Conditions, which are indemnified irrespective of the fact that it exceeds the sum insured.

## C.2. SPECIALISED VEHICLES AND SPECIALISED MACHINERY INSURANCE

### 32. INSURANCE OBJECTS

32.1 The specialised vehicles and specialised machinery may be insured under the present terms and conditions:

- 32.1.1 *Specialised vehicles* – ground vehicles registered in the Register of Road Vehicles of the Republic of Lithuania administered by Regitra VĮ, which are intended to be driven on roads, and the main purposes of use of which is to perform special functions with specialised equipment (e.g., truck cranes, garbage trucks, vacuum trucks, street cleaners, technical assistance vehicles, fire trucks, ambulances, motorhomes and caravans, and food trucks). The special type code is indicated in the register of Regitra VĮ.
- 32.1.2 *Specialised machinery* – machinery not registered in the Register of Road Vehicles of the Republic of Lithuania administered by Regitra VĮ, which is not intended to be driven on roads (transported), operating only on the designated territory, or machinery intended for agricultural works, which is not required to be registered, or which is registered in the Register of Tractors, Self-Propelled and Agricultural Machines and Their Trailers. The following specialised machinery may be insured under the present terms and conditions (including, but not limited to):
  - a) construction and road construction and maintenance machinery (e.g., excavators, cranes, road rollers, graders, bulldozers, asphalt pavers, road milling machines, etc.);
  - b) hoisting machinery (e.g., loaders, harbour cranes, etc.);
  - c) forest machinery (e.g., forest felling tractors);
  - d) tractors;
  - e) self-propelled agricultural machinery (e.g., tractors, harvesters, self-propelled grass cutters, self-propelled sprayer, etc.);
  - f) towed (non-self-propelled) agricultural machinery (e.g., tractor trailers, agricultural machines: ploughs, sprayers, sowing machines, grass cutters, tedders, rakes).

**33. INSURED EVENTS AND INDEMNIFICATION OF EXPENSES**

- 33.1 The insured events and indemnifiable damages indicated in Part B1 of the Terms and Conditions shall apply to the specialised vehicles and specialised machinery insurance, in as much as that is not prejudicial to the provisions of the part of the specialised vehicles and specialised machinery insurance. The term 'vehicle' used in the Terms and Conditions in respect to coverage of the specialised vehicles and specialised machinery shall include the concept of the 'specialised vehicles and specialised machinery'.
- 33.2 The following insured events and indemnification of expenses shall additionally apply to specialised machinery insurance:
- 33.2.1 The event shall be deemed insured if the damages occurred when the specialised machinery was carried as cargo, as well as during loading and unloading thereof. The damages for each such insured event shall be indemnified within the limit of EUR 100,000.
- 33.2.2 The expenses incurred due to removal of specialised machinery from the site of the accident that occurred due to the insured event (lifting from the place of overturning, loading of remains into another vehicle, etc.) shall be indemnified for one insured event within the limit of EUR 10,000.

**34. EXCLUSIONS AND NON-INDEMNIFICATION OF DAMAGES**

- 34.1 The exclusions and non-indemnifiable damages indicated in Part B2 of the Terms and Conditions shall apply to the specialised vehicles and specialised machinery insurance, in as much as that is not prejudicial to the provisions of the present part of the specialised vehicles and specialised machinery insurance.
- 34.2 The following exclusions and non-indemnification of damages shall additionally apply to specialised machinery insurance:
- 34.2.1 The fall of the cargo lifted by the specialised machinery equipment shall be deemed to be the exclusion unless otherwise indicated in the insurance contract.
- 34.2.2 The event during which the damages to the specialised machinery are incurred while it is being used in hydrotechnical construction, on water, on swampy soil (wetlands and bogs), on floating pontoons or frozen water bodies shall be deemed to be an exclusion unless otherwise indicated in the insurance contract.
- 34.2.3 The event during which the specialised machinery or its parts were stolen, if the insured specialised machinery was left on the unguarded territory outside the working hours, shall be deemed to be an exclusion, except when the specialised machinery is provided with operating GPS system conforming to the Insurer's requirements.
- Working hours – the working time indicated in the employee's employment contract and/or working schedule, during which the employee performs the delegated employment functions, and other periods of time attributed to the working hours as set forth in the recast version of the Labour Code of the Republic of Lithuania valid on the date of conclusion of the contract or other legal acts governing employment, e.g., time of office missions and duty travels to another area, times of rest and lunch breaks, etc., when the employee is at the employer's disposal.
  - The guarded territory shall be considered to be a fenced and locked territory or premises, as well as the territory or premises with the continuous presence of a security employee employed under the law valid in the Republic of Lithuania and governing labour relations. The guarded territory shall also be considered to be the territory around the farmstead of the Policyholder's permanent residence in the radius of maximum 150 metres if the Policyholder is a farmer. The farmer shall mean a natural person who performs agricultural and forestry activities alone or together with partners, and his farm is registered in the Register of Farms.

- 34.2.4 The damages shall not be indemnified, if the specialised machinery was damaged due to their use not as intended or with violation of the operating rules indicated by the specialised machinery manufacturer.
- 34.2.5 The damages shall not be indemnified, if the parts of the specialised machinery are destroyed or damaged, which according to the intended purposes of use and/or nature of operation wear off during continuous use or impacts of continuous operating conditions (e.g., drills, blades, cutters, saws, etc.), except in cases where other parts of the specialised machinery were damaged or destroyed during the same insured event.

### 35. VALIDITY OF INSURANCE COVERAGE

The coverage shall be valid in Lithuania, Latvia and Estonia unless otherwise indicated in the insurance policy.

### 36. INSURABLE VALUE AND SUM INSURED

36.1 The insurable value of the specialised vehicle insurance and sum insured shall be determined according to the general provisions indicated in Part A3 of the Terms and Conditions.

36.2 The insurable value of the specialised machinery and sum insured shall be determined according to the following provisions:

- 36.2.1 The insurable value of the specialised machinery insurance can be:
- the replacement value, if the age of the insured object on the date of conclusion of the insurance contract is under 5 years, and the object is insured by selecting the insurance option 'Vehicle insurance at new value'.  
*The replacement value* is the acquisition value of the new equivalent insured object, including all delivery and installation costs and fees;
  - *the market value* on the date of the insured event.

36.2.2 The sum insured of the specialised vehicles and specialised machinery insurance shall be determined by the agreement between the Policyholder and the Insurer on the date of conclusion of the insurance contract. The sum insured agreed shall be indicated in the insurance policy. The Policyholder shall bear liability for the accuracy of the insured object's insurable value and conformity of the sum insured to the insurable value. The underinsurance and increased coverage clauses shall not apply if the difference between the sum insured and insurable value does not exceed 10 per cent.

36.2.3 If the depreciation of the specialised vehicles and specialised machinery exceeds 70 per cent, or they were purchased second-hand, it shall be considered that they are insured at the market value.

36.2.4 If the object is insured by selecting the insurance option 'Vehicle insurance at new value', the sum insured must be equal to the replacement value. If the sum insured is lower than the replacement value, the insurance benefit shall be calculated with the application of the partial insurance clause, i.e., calculated according to the ratio of the sum insured and insurable value. The underinsurance and increased coverage clauses shall not apply if the difference between the sum insured and insurable value does not exceed 10 per cent.

### 37. ADDITIONAL PROVISIONS OF THE INSURANCE TERMS AND CONDITIONS OPTIONS

37.1 The specialised vehicles and specialised machinery shall be covered by selecting the insurance terms and conditions indicated in Part A4 of the Terms and Conditions.

37.2 Additionally, the specialised vehicles and specialised machinery can be covered under one of the following insurance terms and conditions options:

37.2.1 The coverage is **valid during the working hours**: the event shall be deemed insured, if the damages occurred because during the event the object insured or its parts were used as a tool or work equipment (e.g., to perform agricultural, excavation or loading works, road repair or construction works, etc.), including such cases where this work was related to the carriage of passengers or cargo, boarding or alighting of passengers, and loading or unloading of cargo.

37.2.2 The coverage is **not valid during the working hours**: the event shall be deemed an exclusion, if the damages occurred because during the event the object insured or its parts were used as a tool or work equipment (e.g., to perform agricultural, excavation or loading works, road repair or construction works, etc.), except in cases where this work was related to the carriage of passengers or cargo, boarding or alighting of passengers, and loading or unloading of cargo.

### 38. DETERMINATION OF DAMAGES AND PAYMENT OF INSURANCE BENEFIT

38.1 The amount of damages of the specialised vehicles and specialised machinery shall be determined and the insurance benefit shall be calculated for each insured object separately according to the methodology described in part 'Calculation and payment of the benefit' (Part E2 of the Terms and Conditions).

38.2 The following additional provisions shall apply for a determination of the amount of damages of the specialised machinery:

38.2.1 If the age of the insured object on the effective date of coverage is more than 10 years, counting from the date of the first registration (if specialised machinery has been registered) or date of manufacture, and fire originated in the insured object, the damages incurred shall be indemnified by application of the deductible in the amount of 50 per cent of the amount of damages.

38.2.2 If the object insured at the replacement value was destroyed or lost during the insured event, the damages shall be indemnified according to the acquisition expenses of the new equivalent object, including all delivery and installation costs and fees. In all other cases, including the cases when it is not possible to purchase an equivalent object on the market, the damages of the insured object shall be calculated by deducting the depreciation from the replacement value of the insured object, the amount of which shall be determined according to the table presented below.

Age in years	iki 1	1	2	3	4	5	6	7
Depreciation, %	0	0	30	40	45	50	55	60

Age in years	8	9	10	11	12	13	14	15 and more
Depreciation, %	65	69	73	77	81	84	87	90

## D. SCOPE OF ADDITIONAL INSURANCE COVERAGE

### D.1. DRIVER AND PASSENGER ACCIDENT INSURANCE

#### 39. INSURED OBJECT

- 39.1 The insured object shall be the proprietary interests related to the bodily injuries or death from injuries of the Insured Person(-s) related to transportation in a vehicle and listed in the trauma table (presented in the annex to the driver and passenger accident, related to the insured vehicle, insurance terms and conditions; hereinafter – the Trauma Table).
- 39.2 For the purposes of this part of the Terms and Conditions, *the Insured Persons* shall be referred to the driver (keeper) of the vehicle indicated in the insurance contract and passengers.
- 39.3 *Accident* – a sudden and unexpected event that occurred during the traffic accident, resulting in the Insured Person's bodily injury (trauma), health disorder due to the bodily injury (trauma) or death due to the bodily injury (trauma).
- 39.4 *Bodily injury and/or trauma* – damages to the integrity of tissues caused to the Insured Person by a sudden external physical, chemical or thermal impact that resulted in the impairment of the functions or death.
- 39.5 The driver and passenger shall be deemed to be covered against accidents if the driver and passenger insurance is indicated in the insurance policy.

#### 40. INSURED EVENTS

- 40.1 The insured event shall mean the Insured Person's bodily injury or death due to the accident related to the insured events indicated in the insurance policy, which affected the vehicle with the Insured Person. The event shall be deemed insured, if:
  - 40.1.1 the event occurred during the period of validity of the insurance contract and on the territory indicated in the insurance contract;
  - 40.1.2 the fact of occurrence of the event and Insured Person's bodily injuries (traumas) or death have been confirmed by the police and statements of the health care institutions;
  - 40.1.3 the consequences of the event are indicated in the Trauma Table presented by the Insurer or the Insured Person passed away within one year of the date of the suffering of the trauma.
- 40.2 The coverage of the Insured Persons shall be valid from the moment of stepping into the vehicle until stepping out of the vehicle (if taking the insured vehicle), and only in cases where the coverage applies to the vehicle itself (under paragraphs F3 and F5 of the Terms and Conditions).

**41. EXCLUSIONS AND NON-INDEMNIFICATION OF DAMAGES**

The following shall be deemed to be the exclusions:

- 41.1 Bodily injury and/or death of the Insured Person due to any event on the list of exclusions provided in paragraph 21 of the Terms and Conditions;
- 41.2 suicide of the Insured Person, as well as bodily injury related to the Insured Person's intentional self-harming or suicide attempt;
- 41.3 Bodily injury and/or death of the Insured Persons in an accident, if the cause of the accident is the disease-related seizure (e.g., epilepsy, diabetes, etc.);
- 41.4 Damages of the functional integrity of the organ system, if this area was affected by the disease before the trauma or trauma that was incurred within a period of one year, except cases of polytrauma (multiple traumas);
- 41.5 accident, after the occurrence of which, no signs of fresh trauma have been established by the health care institution;
- 41.6 accidents, the occurrence of which during the coverage period, have not been confirmed by medical documentation and diagnostic tests;
- 41.7 psychological trauma, related development or aggravation of a disease, and reactive state;
- 41.8 Paragraph 21.4 of the Terms and Conditions shall not apply to the passengers of the vehicle.

**42. SUM INSURED AND DEDUCTIBLE**

- 42.1 The driver and passenger insured vehicle accident shall be insured for the sum insured selected by the Policyholder who concluded the insurance contract. The driver and each passenger shall be insured for the sum equally proportional to all insured persons.
- 42.2 The sum insured of each Insured Person shall be equal to the ration of the established total sum insured and the actual number of insured persons.
- 42.3 The deductible shall not apply to the driver and passenger accident insurance.

**43. DETERMINATION OF DAMAGES AND PAYMENT OF INSURANCE BENEFIT**

- 43.1 The insurance benefit for bodily injury shall be calculated proportionally of the sum insured per Insured Person. The percentage shall be determined according to the Trauma Table, which was valid on the date of the conclusion of the insurance contract.
- 43.2 The insurance benefit payable for all bodily injuries and/or death due to one insured event may not exceed 10 per cent of the sum insured per Insured Person.
- 43.3 The amount of insurance benefits per Insured Person for injury to one organ due to one insured event may not exceed the benefit, which would be paid in the event of loss of that organ or loss of its functions.
- 43.4 In the event of death of the Insured Person due to the insured event, the benefit in the amount of the sum insured payable proportionally per Insured Person, indicated in the insurance policy, shall be paid. If the insurance benefits have already been paid for the bodily injuries suffered in the same event due to which the Insured Person died, those benefits shall be deducted from the sum insured payable due to the Insured Person's death.
- 43.5 In the event of bodily injury, the insurance benefit shall be paid to the Insured Person, in the event of death of the Insured Person – to his successors.
- 43.6 The Insurer shall cover all the expenses related to receipt of the additional documents or medical tests.
- 43.7 The Insurer shall have the right not to pay the insurance benefits if the Policyholder or the Insured Person prevent or hinder the Insurer to familiarise with the Insured Person's medical documents and/or check his health condition.
- 43.8 The Insurer shall have the right to refuse payment of the insurance benefit if the Insured Person is at fault of non-performance or improper performance of other duties set forth in the Terms and Conditions.



**44. DOCUMENT SUBMISSION FOLLOWING THE EVENT**

- 44.1 In case of the insured event, the Insured Person must also contact the health care institution within no later than 48 hours and receive appropriate treatment.
- 44.2 In case of occurrence of the insured event, the owner or keeper of the vehicle shall additionally be obliged:
  - 44.2.1 to notify the Insurer about the insured event in writing no later than within 30 calendar days of the last day of hospitalisation of the Insured Person, if the Insured Person is undergoing inpatient treatment of a health care institution. If the Insured Person has been declared deceased, the insured event must be reported by the Policyholder or his authorised person within 30 calendar days of the final court judgement declaring the Insured Person deceased.
  - 44.2.2 to notify the Insurer in writing within 3 business days if, upon notification of the insured event and bodily injuries suffered by the Insured event, the Insured Person dies due to the same insured event.
- 44.3 If the insured event occurs during the validity of the insurance contract, the Insurer shall additionally have the right:
  - 44.3.1 to request additional information from the health care institution, policy, prosecutor's office, court, and other authorities;
  - 44.3.2 to request that the Insured Person is examined by the doctor of the Insurer's choice and/or that the Insured Person undergoes tests at the treatment institution of the Insurer's choice.

**D.2. PET INSURANCE****45. INSURED OBJECT**

A dog and/or cat transported in the insured vehicle that possesses at least one of the following documents: certificate of origin, passport and/or vaccination record book.

**46. INSURED EVENTS**

The injuries or death of a pet suffered in the insured vehicle during the insured event, where the vehicle was damaged in the same event.

**47. EXCLUSIONS AND NON-INDEMNIFICATION OF DAMAGES**

The injuries or death of the pet(-s) due to any exclusions and non-indemnifiable damages on the list provided in Part B2 of the Terms and Conditions.

**48. DETERMINATION OF DAMAGES AND PAYMENT OF INSURANCE BENEFIT**

- 48.1 In the event of injury or death of the pet, the maximum benefit payable for the entire coverage period shall be EUR 200.
- 48.2 The benefit shall not depend on the nature of physical injuries or death and the number of pets in the vehicle.
- 48.3 The deductible shall not apply to the pet insurance.
- 48.4 In the event of injury or death of the pet, it shall be required to present at least one of the following documents:
  - 48.4.1 a police report or accident declaration stating the pet was involved in the accident;
  - 48.4.2 a copy of the pet's document: certificate of origin, passport and/or vaccination record book;
  - 48.4.3 vet statement confirming that the pet suffers physical injuries.

### D.3. ADDITIONAL EQUIPMENT INSURANCE

#### 49. INSURED OBJECT

- 49.1 The additional non-factory equipment permanently installed in the insured vehicle, e.g., audio, video and telecommunication devices (hands-free equipment, except mobile phone charger, mobile phone); navigation systems; anti-theft devices; rims; fairings; extra lamps; external antennas; gas equipment; additional guards; additional panels; vanity plates; warning lamps (beacons); reflectors; advertising stickers; interior polyurethane coating; interior coating protection or colour-changing film; tinted glass film.
- 49.2 The additional equipment shall be deemed covered if the additional equipment insurance is indicated in the insurance contract.
- 49.3 All insurance terms and conditions shall apply for the additional equipment, which is selected for the vehicle.

#### 50. INSURED EVENTS

- 50.1 The additional equipment shall be covered against the same insured events and under the same insurance terms and conditions, which have been selected for the insured vehicle and indicated in the insurance contract, in the scope not prejudicial to the provisions indicated in this part on additional equipment insurance. The term 'vehicle' used in the Terms and Conditions in respect of coverage of additional equipment shall also include the concept of 'additional equipment'.
- 50.2 The coverage of additional equipment shall be valid only if the insured vehicle was also damaged externally in the same insured event, except theft.

#### 51. EXCLUSIONS AND NON-INDEMNIFICATION OF DAMAGES

The event shall not be deemed insured and damages shall not be indemnified, if the additional equipment is damaged, destroyed or lost due to any event indicated on the list of exclusions and non-indemnifiable damages provided in Part B2 of the Terms and Conditions.

#### 52. SUM INSURED AND DEDUCTIBLE

- 52.1 The additional equipment shall be covered for the sum insured indicated in the insurance contract.
- 52.2 The insured event deductible applicable to the vehicle the additional equipment is covered with shall apply.

#### 53. DETERMINATION OF DAMAGES AND PAYMENT OF INSURANCE BENEFIT

- 53.1 The damages of the additional equipment shall be calculated in the same manner as the damages to the vehicle.
- 53.2 If the Policyholder failed to provide the documents of acquisition of the additional equipment, it shall be considered that the age of additional equipment is the same as the ages of the vehicle.

### D.4. PERSONAL BELONGINGS INSURANCE

#### 54. INSURED OBJECT

- 54.1 *Personal belongings* – articles used to meet personal needs or needs of the family, and tools and work equipment used for the performance of economic activities.
- 54.2 The following items covered together with the vehicle and present therein during the insured event (except non-insurable items listed in paragraph 56.2):

- 54.2.1 any items transported while being fastened in the vehicle's passenger compartment or fastened with special devices outside the vehicle, which have not been provided by the vehicle manufacturer (e.g., a child's car seat, roof rack and its holders, bicycle and its holders, etc.);
  - 54.2.2 sports accessories (e.g., skis, snowboard, wakeboard, kitesurfing equipment, ice-hockey equipment, diving equipment, golf clubs, various rackets, electrical kick scooter, segway, etc.);
  - 54.2.3 set of spare tires and rims;
  - 54.2.4 child mobility and care accessories (e.g., baby carriage and its accessories, rocking chair, bouncer, walker, child kick scooter, etc.);
  - 54.2.5 tools and equipment used for the performance of economic activities, except software.
- 54.3 The personal belongings shall be deemed covered if the personal belongings insurance is indicated in the insurance policy.

## 55. INSURED EVENTS

- 55.1 The personal belongings shall be covered against the same insured events and under the same insurance terms and conditions, which have been selected for the insured vehicle and indicated in the insurance contract, in the scope not prejudicial to the provisions indicated in this part on personal belongings insurance. The term 'vehicle' used in the Terms and Conditions in respect of coverage of personal belongings shall also include the concept of 'personal belongings'.
- 55.2 The coverage of personal belongings shall be valid only if the insured vehicle was also damaged externally in the same insured event, except theft.

## 56. EXCLUSIONS AND NON-INDEMNIFICATION OF DAMAGES

- 56.1 The event shall not be deemed insured and damages shall not be indemnified, if the personal belongings are damaged, destroyed or lost due to any event indicated on the list of exclusions and non-indemnifiable damages provided in Part B2 of the Terms and Conditions.
- 56.2 The indemnification shall not be provided for damages, destruction or loss of the following items:
- 56.2.1 mobile electronics – mobile phones, laptops and tablets (including software), gaming consoles, cameras, navigation receivers installed permanently by the vehicle manufacturer;
  - 56.2.2 any electrical devices (domestic appliances, etc.), except sports equipment, child mobility and care accessories, and tools and work equipment used for the performance of economic activities;
  - 56.2.3 any goods intended for performance of economic activities;
  - 56.2.4 valuables:
    - cash;
    - jewellery and any goods of precious metal, precious stones, pearls, postage stamps, coins and medals;
    - precious metals – all types of gold, silver, platinum group metals (ruthenium, rhodium, palladium, platinum, osmium and iridium): allows, raw materials, semi-finished and industrial products, scrap and waste, and chemical compounds;
    - documents, which can be restored on the basis of data from independent registers or other official sources, including credit cards (replacement expenses of these documents or cards shall be considered to be damages);
    - articles of fur and leather and works of art (paintings, sculptures, carpets and rugs), the value per item of which does not exceed EUR 1,500;
    - watches and other accessories and devices, the value per item of which does not exceed EUR 3,000;
    - antiques, collections and unique items.

**57. SUM INSURED AND DEDUCTIBLE**

- 57.1 The personal belongings shall be covered for the sum insured indicated in the insurance contract.
- 57.2 The insured event deductible applicable to the vehicle, which the personal belongings are covered with, shall apply.

**58. DETERMINATION OF DAMAGES AND PAYMENT OF INSURANCE BENEFIT**

- 58.1 Personal belongings shall be covered at:
- 58.1.1 **replacement value**, if the age of the item on the date of the event is under 2 years, and the following occurrence of the event, the documents supporting the acquisition of the item have been provided. The replacement value – a monetary amount required for the acquisition of the new equivalent items of the same type and functional purposes of use;
- 58.1.2 **residual value**, if the age of the item on the date of the event if above 2 years, as well as in cases where the age of the item is under 2 years, however, following the occurrence of the event, the documents supporting acquisition have not been provided. The residual value – the replacement value of the item less depreciation.
- 58.2 The following shall be deemed to be damages:
- 58.2.1 when personal belongings are covered at the replacement value:
- if destroyed or lost due to the insured event, the damages shall be the value of replacement (acquisition) of new equivalent items prior to the insured event;
  - if damaged due to the insured event, the damages shall be the price of repair of these items. Only the repair expenses necessary to restore the condition of the items existing prior to the event, which does not exceed the replacement value of those items prior to the insured event shall be deemed to be damages;
- 58.2.2 when personal belongings are covered at the residual value:
- if destroyed or lost due to the insured event, the damages shall be the residual value of these personal belongings prior to the insured event;
  - if damaged due to the insured event, the damages shall be deemed the price of repairs (replacement value) of these personal belongings, taking depreciation of the damaged item into consideration. The depreciation shall be calculated only with respect to the materials and parts used for repairs of the damaged items. The depreciation of 10 per cent per year shall be calculated for indemnification of damages of the personal belonging, however, the residual value may not be lower than 20 per cent of the replacement value.
- 58.3 If the personal belongings are covered by listing specific items in the insurance policy, the damages of these items shall be indemnified without exceeding the sum insured of each item and the total sum insured of the personal belongings indicated in the insurance policy.
- 58.4 In the event of theft of personal belongings, where the items are stolen from inside of the locked vehicle, the damages shall be indemnified only if the signs of a break-in into the vehicle have been established and/or the fact of theft, robbery or attempted theft has been reported by the police. If the entire vehicle has been stolen, the personal belongings shall be indemnified for only if the vehicle is found and the signs of break-in and intrusion into the vehicle are established.
- 58.5 The indemnification shall be provided only for the tools and work equipment of the Policyholder and/or the Insured Person related to the economic activities they perform if, on the date of the insured event, they were performing economic activities. Upon the occurrence of the event, it shall be required to present the documents substantiating that on the date of the insured event, the Policyholder and/or the Insured Person performed economic activities.
- 58.6 The insurance benefit shall be paid in accordance with the documents substantiating the amount of loss and actual costs of restoration (repairs) provided by the Policyholder and approved by the Insurer (invoices for the works required to be performed to restore the items destroyed or damaged during the insured event, acquisition and other documents) and/or in accordance with the assessment performed by the Insurer. The benefit in the event of theft of personal belongings shall be paid upon presentation of the acquisition (replacement or acquisition of an equivalent item) documents (invoices, receipts, etc.).

## D.5. TECHNICAL ROADSIDE ASSISTANCE

### 59. DESCRIPTION OF TECHNICAL ROADSIDE ASSISTANCE

- 59.1 *The event* shall be deemed to be the technical failure, incident or traffic accident:
- 59.1.1 *technical failure* – an unexpected technical malfunction of the vehicle (including malfunction of mechanical or electrical parts), which does not allow to continue the journey and/or poses danger to normal driving, the safety of the driver and passengers or to the vehicle itself;
  - 59.1.2 *incident* – consequence of the acts performed or omitted by the driver, which do not allow to continue the journey and/or pose danger to normal driving, the safety of the driver and passengers or to the vehicle itself/ For example, use of inappropriate fuel, flat fire, running out of fuel, theft of certain vehicle parts, car keys locked inside or lost;
  - 59.1.3 *traffic accident* – an event due to which at least one moving vehicle damaged the insured vehicle and/or resulted in the death and/or injuries of persons and/or damages of the third persons' assets.
- 59.2 *Technical assistance service* – a partner of Lietuvos draudimas AB, with which the company concluded a valid services agreement.
- 59.3 *Immobilised vehicle* – a vehicle, which cannot continue the journey due to the technical failures or damages that were incurred during the event.

### 60. PROCEDURE OF CALLING TECHNICAL ASSISTANCE



- 60.1 In order to receive the technical roadside assistance services from Lietuvos draudimas AB, the following actions must be taken:
- in Lithuania – call **1828** and select the option 'Roadside assistance or emergency assistance at home';
  - abroad – call **+370 5 266 6612**.
- The technical assistance services shall not be provided if the Insured Person calls for assistance using the phone numbers other than those indicated in this paragraph.
- 60.2 The technical assistance services of Lietuvos draudimas AB shall be provided 24/7 seven days a week.
- 60.3 Once the call is accepted, the technical assistance service will arrive at the site:
- inside the city – no later than within 60 minutes;
  - on highways and motorways, republican roads and regional roads with asphalt surface – no later than within 90 minutes;
  - on other roads – no later than within 180 minutes.
- The response time could be longer in the event of:
- heavy snowfall, cold weather or other extreme conditions;
  - assistance required abroad (depending on the place of the accident).

### 61. TECHNICAL ASSISTANCE SERVICES AND TERMS OF PROVISION

- 61.1 The technical assistance services shall be provided if all conditions below are met: 1) total mass of the insured vehicle does not exceed 3,500 kg, 2) it is registered as category M1 or N1 vehicle, and 3) provision of technical assistance is indicated in the insurance policy.
- 61.2 **Services Package I** is intended for the Policyholders who insured the vehicle with Lietuvos draudimas AB motor insurance, **Services Package II** is intended for the Policyholders who insured the same vehicle with Lietuvos draudimas AB motor insurance and motor third party liability insurance (MTPL), except the restrictions set forth in paragraph 61.3.
- 61.3 Upon the occurrence of the event abroad, the Policyholders who insured the following categories of vehicles shall be provided only transportation service to the closes repair garage and/or roadside assistance services, irrespective of the valid services package:

## D. SCOPE OF ADDITIONAL INSURANCE COVERAGE

- 61.3.1 Category M1 vehicle with more than 6 passenger seats and 1 driver's seat;
- 61.3.2 Category N1 vehicle with the total weight more than 2,500 kg and/or height higher than 2.9 m;
- 61.3.3 Category M1-SA vehicle (motorhome – specialised vehicle) provided with a living area and seats, table, sleeping places, kitchen and food storage equipment;
- 61.3.4 Category N1-BAF vehicle (car carrier trailer) specially designed for transportation of one to several vehicles.
- 61.4 The technical assistance services shall be provided only in cases where the event occurs during the validity period of the insurance contract and on the territory indicated in the insurance contract.
- 61.5 Restrictions of the technical assistance services:
- Separate technical assistance services restrictions shall apply in Lithuania for each service (see the table provided below);
  - The total one event limit applicable abroad – EUR 2,500. Separate restrictions shall apply to each selected service (see the table provided below). The technical assistance services abroad shall be provided no more than for 2 events during the validity period of the contract.
- 61.6 Services provided by the technical assistance services upon the occurrence of the event (hereinafter – the services):

TERMS AND LIMITS OF SERVICES	PACKAGE I (CASCO CLIENTS)	Package II (CASCO + MTPL clients)
 <p><b>CONSULTATION BY PHONE</b></p> <p>Specialist consultation by phone upon the occurrence of the event.</p>	+	+
 <p><b>ROADSIDE ASSISTANCE</b></p> <p><b>Jumpstart of the engine.</b> Provided in the event of an empty battery.</p> <p><b>Changing a wheel.</b> In the event of a punctured tire, the technical assistance service will replace the wheel, if the client has a spare wheel. If there is no spare wheel available, the vehicle shall be transported to the repair garage.</p> <p><b>Fuel delivery.</b> If the vehicle runs out of fuel, the technical assistance service will deliver 10 l of petrol or diesel. The driver shall provide payment of the invoice of fuel station receipt for delivery of fuel.</p> <p><b>Emergency unlocking of doors if keys are lost or locked inside the car.</b> The technical assistance service performs an emergency opening of the vehicle doors, provides a spare car key or transports the vehicle to the repair garage.</p> <p>The emergency door opening service shall not be provided in the event of a broken or frozen lock (doors, trunk, ignition) or doors. The driver shall provide payment of the invoices for the provided car key making and programming service.</p> <p><b>Assistance when stuck in snow or mud.</b> It is provided on roads (as defined in the Law on Road Traffic Safety) and when the vehicle is located no further than 5 metres from the road edge.</p>	+ Each roadside assistance service is provided once per calendar month.	+ Each roadside assistance service is provided once per calendar month.



**TRANSPORTATION**

**The transportation service is provided, if following occurrence of the event, the technical assistance service is unable to eliminate the failure, or if pursuant to the RTR it is unsafe for the vehicle to continue the journey. The vehicle shall be transported to the closest repair garage or to the place indicated by the driver.**

**Attention!**

- The transportation service in Lithuania shall be provided only once per each event.
- For transportation abroad, a total limit of EUR 1,500 shall apply per event. No more than two transportation services abroad shall be provided for one event (transportation to the closest repair garage or to the place indicated by the driver) and one transportation service to Lithuania. If the limit is exceeded, the service shall be provided only if the client agrees to pay the difference in the price of the service.
- Vehicle transportation in cases of mix of fuels – the vehicle shall be transported to the closest repair garage in order to clean the fuel system. The driver shall provide payment of the invoice presented for the services provided (fuel system cleaning).
- Vehicle transportation in cases of health problems of the driver – where due to the driver’s health problems the driver or passengers called an ambulance, the vehicle shall be transported to the closest repair garage or to the place indicated by the driver.
- Transportation of the electric vehicle with an empty battery – the electric vehicle shall be transported to the closest repair garage or to the place indicated by the driver. The service shall be provided once per year.
- During the transportation of an immobilised vehicle, the Policyholder must give the car keys and documents to the technical assistance service employee, who is responsible for the safety of the transportation service.
- The vehicle with the total weight higher than 2.5 tons shall be transported without the cargo, except in cases, where the responding technical assistance service employee does not object transportation including the cargo.
- The vehicle trailers shall be transported against an additional fee.

Upon the occurrence of the event abroad, **the service of vehicle transportation to Lithuania** shall be provided, if the repair garage or technical assistance technicians determine that repair of the vehicle abroad is not economically inefficient (the repair costs would be higher than the transportation costs or higher than EUR 300). The vehicle shall be towed to the place in Lithuania indicated by the client within 20 days of the date the client called the technical assistance service. If the client calls other providers of technical assistance, the expenses shall not be indemnified.

+

**In Lithuania:**  
unlimited number of kilometres and amount of money

**Abroad:**  
up to EUR 1,500 per event and up to 2 events per year

+

**In Lithuania:**  
unlimited number of kilometres and amount of money

**Abroad:**  
up to EUR 1,500 per event and up to 2 events per year



### REPLACEMENT VEHICLE

**The replacement vehicle shall be provided if:**

- the damages of the vehicle that occurred during the insured event are eliminated at the repair garage;
- the technical failures of the vehicle are eliminated at the repair garage following provision of the transportation service by the technical assistance service;
- the vehicle damaged during the event is unsalvageable. If the transportation service has not been used, the assessment of the repair garage or the Insurer's expert is required;
- the vehicle has been stolen.

**The replacement vehicle shall not be provided if** the Insurer chose to continue the journey, taxi during the repair period or accommodation service. This clause shall not apply if the event occurs abroad.

**Attention!**

- The replacement vehicle shall be delivered within 12 hours to the place in Lithuania chosen by the client.
- The Policyholder shall pick up the replacement vehicle himself from the indicated rental points. The replacement vehicle can be picked up only by the Policyholder or his authorised person.
- If the repair of the vehicle is performed, a written confirmation of the repair garage shall be required stating that the vehicle cannot be repaired within one business day.
- The replacement vehicle shall be provided upon presentation of the credit card or by leaving a deposit in cash (to be returned upon fulfilment of the replacement vehicle return conditions). The amount of deposit and deductible in Lithuania shall be EUR 115; the amount of deposit abroad depends on the conditions applicable by the local provider of the services.
- In Lithuania, the replacement vehicle shall be returned to the place chosen by the client or to the dealership recommended by Lietuvos draudimas AB; abroad – to the same place it was picked up from. The replacement vehicle shall be returned with the same amount of fuel in the tank that it had upon its pick-up. The Insured Person shall bear the costs of fuel and additional rent period.
- If the replacement vehicle abroad is returned not to the same place that it was picked up from, the additional fee shall be charged, depending on the conditions applicable by the local provider of the services.
- In Lithuania, the replacement vehicle shall be provided for the entire period of repairs, when the vehicle is managed by the dealership recommended by Lietuvos draudimas AB. In other cases, also, if the vehicle's damages are unsalvageable or it has been stolen, as well as in all the cases that occur abroad, the replacement vehicle shall be provided for a period no longer than 14 days, irrespective of the events, due to which the vehicle was repaired in the repair garage.
- When providing the replacement vehicle, the vehicle class shall be taken into account, however, the client shall be provided with category M1 and no higher than average (C) class replacement vehicle. It may not necessarily feature the same equipment (e.g., navigation, gearbox, audio equipment, etc.) as the insured vehicle.
- The services of the replacement vehicle shall be included into the total limit of EUR 2,500 applicable abroad for all the services per event. When the period of provision of the replacement vehicle is definite, the technical assistance service shall notify the client of the amount deducted from the total limit.
- Other conditions of use of the replacement vehicle shall be set forth in the rental agreement of the replacement vehicle.





**In Lithuania:**  
for the entire period of repairs, when the vehicle is managed by the dealership recommended by Lietuvos draudimas AB


If the vehicle's damages are unsalvageable or it has been stolen, as well as in all the cases **abroad** – up to 14 days

**In Lithuania:**  
for the entire period of repairs, when the vehicle is managed by the dealership recommended by Lietuvos draudimas AB

If the vehicle's damages are unsalvageable or it has been stolen, as well as in all the cases **abroad** – up to 14 days



	<p><b>TAXI DURING THE REPAIR PERIOD</b></p> <p><b>The taxi services during the repair period shall be provided if the Policyholder prefers to use taxi services instead of the replacement vehicle during the vehicle repair period. In order to order the taxi service, one must contact the technical assistance service.</b></p> <p><b>The service shall not be provided if the Policyholder chose to continue the journey, a replacement vehicle or accommodation service. This clause shall not apply if the event occurs abroad.</b></p>	<p><b>Up to EUR 100</b></p>	<p><b>Up to EUR 150</b></p>
	<p><b>HOTEL ACCOMMODATION</b></p> <p><b>Hotel accommodation shall be provided, if the immobilised vehicle cannot be repaired on the same day or the repair garage is closed. The accommodation shall be organised and paid for by the technical assistance service.</b></p> <p><b>The service shall not be provided if the Policyholder chose to continue the journey, a replacement vehicle or taxi service. This clause shall not apply if the event occurs abroad.</b></p> <p><b>Attention!</b> This service will be provided only upon transportation of the vehicle by the technical assistance service.</p>	<p><b>Up to EUR 300 and up to EUR 150 per day</b></p>	<p><b>Up to EUR 600 and up to EUR 150 per day</b></p>
	<p><b>TRIP EXTENSION</b></p> <p><b>The trip extension service shall be provided if it is not possible to repair the insured vehicle within one business day, and the representative of the repair garage provides a written confirmation of the examination performed and failures identified. The trip extension shall be organised and paid for by the technical assistance service. The trip of the driver and passengers to the permanent place of residence in Lithuania or trip extension expenses to the place of the planned journey by train (economy class), bus or other transport shall be indemnified.</b></p> <p><b>The service shall not be provided if the Policyholder chose the hotel accommodation, a replacement vehicle or taxi service. This clause shall not apply if the event occurs abroad.</b></p> <p><b>Attention!</b> This service will be provided only upon transportation of the vehicle by the technical assistance service.</p>	<p><b>Up to EUR 300</b></p>	<p><b>Up to EUR 600</b></p>
	<p><b>TAXI FROM THE PLACE OF EVENT</b></p> <p><b>The taxi from the place of the event shall be provided if the vehicle failure cannot be repaired on the road and/or the journey cannot be continued and it must be transported to the place indicated by the Insured Person, while the Insured Persons or passengers do not fit into the vehicle's passenger compartment. The Insured Persons and his accompanying persons shall be provided with the taxi service from the place of the event to the Insured Person's home or other indicated place. In order to order the taxi service, one must contact the technical assistance service.</b></p> <p><b>Attention!</b> If the limit is exceeded, the Insured Person shall provide payment according to the rates of the taxi company. This service will be provided only upon transportation of the vehicle by the technical assistance service.</p>	<p><b>Up to EUR 100</b></p>	<p><b>Up to EUR 150</b></p>

 <p><b>VEHICLE STORAGE</b></p> <p><b>The vehicle storage service in the fenced parking lot shall be provided, if:</b></p> <ul style="list-style-type: none"> <li>– the event occurred outside the working hours and one must wait until the repair garage opens;</li> <li>– there is waiting time until the repair garage can start repairs;</li> <li>– the vehicle's damages incurred during the event are unsalvageable.</li> </ul> <p><b>Attention!</b> This service will be provided only upon transportation of the vehicle by the technical assistance service.</p>	–	<b>Up to 14 days</b>
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61.7 The technical assistance services shall be provided in the following countries: Ireland, Albania, Andorra, Austria, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Czech Republic, Denmark, Estonia, Gibraltar, Greece, Iceland, Spain (except the Canary and the Balearic Islands), Italy (except Sicily and Sardinia), United Kingdom, Montenegro, Croatia, Latvia, Poland, Lichtenstein, Lithuania, Luxembourg, North Macedonia, Moldova, Monaco, Norway, Netherlands, Portugal (except the Azores Islands and Madeira), France (except Corsica), Romania, Russia (only in the European park until the Ural Mountains), San Marino, Serbia, Slovakia, Slovenia, Finland, Sweden, Switzerland, Turkey (only in the European park), Ukraine, Vatican, Hungary and Germany.

## 62. EXCLUSIONS

- 62.1 The technical assistance service shall not provide any services, if:
- 62.1.1 the event occurs in cases indicated in paragraphs 21.2, 21.4, 21.5 and 21.19 of the Terms and Conditions;
  - 62.1.2 the failures incurred during the event do not present to continue the journey and do not pose danger to regular driving, and safety of the driver and passenger or vehicle, i.e., dents or scratches of the bodywork parts, broken windshield wipers, if there is no precipitation, etc.;
  - 62.1.3 the vehicle has been seized by the law enforcement authority employees;
  - 62.1.4 the Insured Person cannot continue driving due to intoxication with alcohol or narcotic or psychotropic substances, or does not have the right to drive the insured vehicle;
  - 62.1.5 the Insured Person does not have the vehicle registration documents and car keys;
  - 62.1.6 the Insured Person interferes with examination of the vehicle and determination of the failure by the technical assistance service employee;
  - 62.1.7 the vehicle requiring technical assistance, and the vehicle that is covered under the motor insurance are different vehicles;
  - 62.1.8 the vehicle is designated and/or used for non-standard risks: carriage of passengers for remuneration, provision of security services, transportation of liquid fuel or gas or explosive substances, a short-term lease under the agreement concluded for a period no longer than one year, except when rented under the finance lease or leasing contract, emergency consignments or food preparation and/or sale;
  - 62.1.9 the Policyholder does not consent to the insured vehicle data transfer to the technical assistance service.
- 62.2 The technical assistance service shall not provide indemnification of any expenses incurred by the Policyholder when contacting other companies providing technical assistance services.

# E. INSURANCE PREMIUMS AND PAYMENT OF BENEFITS

## E.1. CALCULATION AND PAYMENT OF PREMIUMS

63. The amount of the premium shall be determined by the Insurer according to the information required for the assessment of the insurance risk that was provided by the Policyholder.
64. The insurance premium and payment terms thereof shall be stated in the insurance contract.
65. If the insurance premium is paid in cash, the date stated on the payment document shall be considered to be the date of payment of the insurance premium or a part thereof, unless otherwise provided for in the insurance contract. If the insurance premium is paid by a bank transfer according to an e-invoice or automatic debit from the bank account, the date of payment of the insurance premium or a part thereof shall be considered to be:
  - 65.1 The date on which funds are deposited to the Insurer's account within the bank, credit union or other institution rendering payment services, where the Policyholder and the Insurer use the same credit institution;
  - 65.2 the date on which the Insurer's credit institution (bank) receives the funds under the payment order from the Policyholder's bank, credit union or other institution rendering payment services, where the credit institutions of the Policyholder and the Insurer are different banks;
66. The signing of the consent to receive e-invoices or consent to the bank to debit the funds from the Policyholder's bank account automatically shall not be considered to be the premium payment. Where payment is provided by the said methods, the Policyholder shall ensure that the account, from which the insurance premium or a part thereof will be debited, has a sufficient balance to execute the payment. If an incomplete insurance premium or a part thereof is paid (debited) in prejudice to what is stated in the insurance contract, it shall be considered that the insurance premium has not been paid and the amount transferred shall be returned to the Policyholder.
67. If the Policyholder fails to provide payment of the first premium or a part thereof, or one of the scheduled premium payments or a part thereof, the payment of which is not related to the coming into force of the insurance contract, before the time indicated in the insurance contract, the Insurer shall notify in writing the Policyholder about it in the manner indicated in paragraph 130 of the Terms and Conditions, and state that if the Policyholder fails to provide payment of the premium or a part thereof within 30 calendar days of the dispatch of this notification, the coverage shall be suspended and resumed on the day following the date of payment of the insurance premium or a part thereof. If the event that can be deemed insured occurs during the suspension period of the coverage, the Insurer shall not be obliged to provide indemnification.
68. If the Policyholder fails to pay the first insurance premium, the payment of which is related to entry into force of the insurance contract (indicated payment deadline of the premium is before or on the effective date of the insurance contract), the insurance contract shall not come into force from the effective date indicated therein. Where payment of the insurance premium is delayed, however for a period no longer than 30 calendar days of the effective date specified in the insurance contract, it shall come into force on the day following the payment date of the insurance premium. In this case, the validity term of the insurance contract shall not be extended.

## E.2. CALCULATION AND PAYMENT OF BENEFIT

69. *Damages* – the destruction, damage, loss of property, injury or death of a person due to the insured event and the related expenses (direct losses).
70. *Losses* – the monetary expression of the damages incurred.
71. *Replacement expenses* – necessary expenses on repairs and part replacement of the vehicle, required to be carried out in order to repair the vehicle damaged in the insured event to the restore its condition present just before the insured event.
72. *For American market* – the vehicle is manufactured for use in the countries of the North and South America.
73. The vehicle shall be considered destroyed, if repairs are impossible due to technical reasons or it is economically unreasonable. The repairs of the vehicle are economically unreasonable if the necessary repair expenses are equal to or exceed the difference of the market value of the vehicle on the date of the insured event and residual value.
74. The amount of loss shall be determined by the Insurer pursuant to the provisions of the insurance contract and collected documents substantiating the damages and their amount. The calculation of the amount of loss shall include only the visible damages directly incurred during the event, which occurred as a direct result related to the event.
75. The Insurer shall not indemnify for the part of the loss, which has been indemnified for to the aggrieved person by the person who bears liability.
76. If only part of the loss has been indemnified for, the insurance benefit shall be paid less the amount received by the Policyholder from the person liable for the damages.
77. The insurance benefit for the damages, destruction or loss of the vehicle due to the insured event shall be paid only upon presentation of the documents confirming the event issued by the competent authorities, if:
  - 77.1 a person suffered injuries or died during the traffic accident;
  - 77.2 the participants of the traffic accident disagree on the accident circumstances;
  - 77.3 only material damages were suffered during the traffic accident and the aggrieved person is not present at the scene of the traffic accident;
  - 77.4 the vehicle and/or its parts were stolen;
  - 77.5 damages incurred due to the traffic accident or theft of the vehicle and/or its parts exceed EUR 1,500.
78. In the case of damages to the vehicle, the amount of loss shall be determined according to the necessary repair expenses required to restore the market value of the damaged vehicle and/or its parts confirmed prior to the event, which comprises the value of the repair works, the value of painting work, the value of replaced parts (with the application of depreciation of the parts) and value of the painting materials.
79. If the Insurer determines that the damaged parts and/or elements can be repaired, and are not required to be replaced, the replacement expenses shall be indemnified according to the replacement costs of the repaired parts and/or elements. If the Insurer determines that the damaged parts and/or elements must be replaced, the replacement expenses shall be indemnified according to the replacement costs of repaired parts and/or elements.
  - 79.1 If the documents substantiating vehicle repair expenses and payment are not presented:
    - 79.1.1 the necessary repair expenses shall be calculated excluding VAT according to the time standards recommended by the manufacturer, however no higher than the hourly rates of the repair garage recommended by the Insurer, and according to the replacement parts and/or elements (new non-original, used, if not available on the market – new original) indicated by the Insurer, which conform to the technological level of the damaged vehicle, taking into account the price, which the Insurer would pay for the parts and/or elements;
    - 79.1.2 if the vehicle is insured under clause 'Depreciation of the parts does not apply', the depreciation shall not be included only if the documents confirming acquisition and payment of the elements are provided.

- 79.2 If the documents substantiating vehicle repair expenses and payment are presented:
- 79.2.1 the replacement expenses on replacement, repair, painting and additional works on the parts and/or elements shall be calculated according to the rates of the company rendering the repair, painting and additional works on the parts and/or elements indicated by the Insurer, except in cases where the vehicle is covered under clause 'Repair garage of the Policyholder's choice'. If the vehicle is covered under clause 'Repair garage of the Policyholder's choice', the replacement expenses shall be calculated according to the documents substantiating the repair expenses presented by the Policyholder, however without exceeding the rates of the vehicle manufacturer's representative in Lithuania (or representative indicated by the Insurer);
  - 79.2.2 and if the damaged or destroyed parts are replaced with the new original parts, the Insurer shall apply depreciation. This clause shall not apply if the insurance contract is concluded under clause 'Depreciation of the parts does not apply'.
80. In the event of theft of the vehicle's parts and unlawful actions of the third persons (other than a traffic accident), the damages shall be indemnified only upon presentation of the documents confirming the fact of repair and acquisition and payment of the parts. The coverage of the vehicle parts listed on the inspection statement shall be suspended until the date the Policyholder presents the repaired vehicle for the examination by the Insurer or his authorised representative, and the examination confirms that the vehicle has been repaired to the condition existing prior to the event.
81. In the event of destruction of the vehicle, the amount of loss shall be calculated in the manner indicated in paragraph 8 of the Terms and Conditions by subtracting the residual value of this vehicle from the sum insured of the vehicle. In the event of damages or destruction of the vehicle, the residual value of the vehicle can be determined by publishing the technical data and photographs of the damaged/destroyed vehicle on online auctions, without disclosing the Policyholder's identity and other personal data. This publication does not require the Policyholder's consent. The Policyholder may, however, is not obliged to, sell the remains of the vehicle to the auction winner.
82. In the event of theft of the vehicle, the amount of loss shall be calculated according to the sum insured of the vehicle indicated in paragraph 8 of the Terms and Conditions.
83. If the damages or destruction concerns only the tire, the damages shall be determined by deducting the depreciation of the tire, irrespective of the insurance clause on the application of depreciation of the vehicle's parts selected in the insurance contract (paragraph 11.2 of the Terms and Conditions), and the insurance benefit shall be reduced by the amount of deductible indicated in the insurance contract, however, by no more than EUR 50. The tire depreciation percentage shall be determined according to the Value Determination Procedure of the Road Vehicles and the Instruction for Valuation of the Road Vehicles.
84. Upon discretion of the Insurer, the loss incurred due to the damages, destruction or theft of the vehicle can be indemnified by providing the benefit by monetary funds or by transferring the equivalent vehicle or part(-s) thereof into the Policyholder's ownership, the market value on the date of payment of which is not lower than that of the destroyed or stolen vehicle or its part(-s) on the date of the insured event.
85. The insurance benefit shall be calculated in the following manner:
- 85.1 the indemnifiable expenses indicated in paragraph 19 of the Terms and Conditions and amounts of additional coverage indicated in Section D of the Terms and Conditions shall be added to the amount of loss calculated in the procedure set forth in paragraphs 78-82 of the Terms and Conditions;
  - 85.2 the amount calculated may be reduced in cases and manners indicated in paragraphs 10.6-10.7, 23 and 24 of the Terms and Conditions;
  - 85.3 if the insurance contract provides for the deductible and/or percentage deduction, and/or the smashed glass deduction, the calculated amount shall be reduced by the amount of this deduction, except in cases indicated in paragraph 10.4 where deductible does not apply;
  - 85.4 the remaining insurance benefits payable, the payment deadline of which on the date of the insured event has expired, shall be deducted unless otherwise provided for in the insurance contract.

86. Without exceeding the amount of the insurance benefit, the Insurer shall be granted the right of recourse from the person liable for the damages, except in cases set forth by law and the insurance contract. The Policyholder shall be obliged to present all the available evidence substantiating the right of recourse.
87. Where prior to destruction or theft of the vehicle, the Policyholder applied with respect of another insured event, in which he did not suffer any expenses, which under the Terms and Conditions must be indemnified, the insurance benefit shall be paid only in relation to the destruction or theft of the vehicle. Where prior to destruction or theft of the vehicle, the Policyholder suffered any expenses, which under the Terms and Conditions must be indemnified, they shall be indemnified only if the substantiating documents are available.
88. The insurance benefit shall be paid within 15 days as of the date on which the Insurer receives all information relevant for the determination of the fact of the insured event, circumstances and consequences thereof, and the amount of the insurance benefit.
89. The insurance benefit shall be paid to the bank account of the Beneficiary provided in the insurance contract, if not available – to the Policyholder's bank account, or to the bank account of the repair company, which performed the repair works.
90. The Insurer shall have the right to postpone payment of the insurance benefit:
  - 90.1 Until the Policyholder provides documentary evidence of the amount of loss;
  - 90.2 If the Policyholder is involved in a civil action or criminal or legal proceedings initiated in relation to the event that may be recognised as insured, the payment may be postponed until the final court judgement or termination date of the proceedings;
  - 90.3 In other cases provided for in the insurance contract and the law.
91. If the sum insured specified in the insurance contract is lower than the value of the vehicle, then upon the occurrence of the insured event, the Insurer shall indemnify the Policyholder (Beneficiary) for the suffered losses in proportion to the ratio of the sum insured and the insurable value. This paragraph shall be valid in cases where the specific sum insured is indicated in the insurance contract.
92. The sum insured may not exceed the value of the insured object (insurable value). The insurance contract shall not apply to the part of the sum insured, which exceeds the insurable value. Upon the occurrence of an insured event and identification of the said inconsistencies between the sum insured and the insurable value, the Insurer shall not repay the part of the insurance premium exceeding the insurable value and part of the sum insured that is deemed invalid in these circumstances, and shall not pay the part of the insurance benefit exceeding the insurable value.
93. If the insured obliged is covered by several Insurers under several insurance contracts, and the sum insured exceeds the value of the vehicle, the insurance contract shall not apply to the part of the sum insured, which exceeds the insurable value, and the benefit shall be reduced proportionally to the reduction of the sum insured.
94. The Policyholder shall have the right to conclude the insurance contract with the same or several Policyholders, if coverage applies to only part of property or risk, however, in this case, the total sum insured under all insurance contracts may not exceed the value of the vehicle.
95. If the partial fault of the Policyholder in the traffic accident is established, the deductible shall be reduced in proportion to the Policyholder's fault.

## F. CONCLUSION, TERMINATION AND MODIFICATION OF THE INSURANCE CONTRACT; RIGHTS AND DUTIES

### F.1. PRE-CONTRACTUAL RIGHTS AND OBLIGATIONS OF THE PARTIES

96. Prior to the conclusion of the insurance contract, the Policyholder shall have the right:
- 96.1 To familiarise with the Terms and Conditions and receipt a copy thereof from the Insurer.
97. Prior to the conclusion of the insurance contract, the Policyholder shall be obliged:
- 97.1 To provide the Insurer with all information available on the circumstances which may have a material impact on insurance risk. The material circumstances under this contract shall be considered to be the use for non-standard risk activities or other circumstances, which the Insurer demanded to inform in writing;
- 97.2 To install in the vehicle the security system requested by the Insurer at one of the companies indicated by the Insurer before the date stated in the insurance contract, if the data has not been indicated – before the coverage inception date of that vehicle, and upon request of the Insurer, to present the certificate indicated that the anti-theft devices and their installation correspond to the level of security systems requested by the Insurer;
- 97.3 To facilitate the possibility for the Insurer or his authorised representative prior to the conclusion of the insurance contract or at any moment during validity thereof to examine/assess the vehicle, check the technical condition of the vehicle and anti-theft devices, evaluate compliance with the terms and conditions of the insurance contract and the Insurer's requirements, and oblige the Policyholder to send the photographs of the damaged or repaired vehicle;
- 97.4 To inform the Insurer about all insurance contracts for vehicle coverage against the same risks concluded with other Insurers, as well as their terms and conditions (sums insured (insurable values), insured objects and insured events).
- 97.5 To inform the Insurer if the vehicle is designated for the American market;
- 97.6 To familiarise other owners of the vehicle with the insurance contract and/or its modifications (or all owners in cases where the Policyholder is not the owner of the vehicle) and other Insured Persons;
- 97.7 To pay the insurance benefit in due time.
98. Prior to the conclusion of the insurance contract, the Insurer (his representative) shall have the right:
- 98.1 To request all the information necessary for the assessment of the insurance risk;
- 98.2 To examine/assess the vehicle intended to be insured and appoint expert valuation assessment at own expense;
- 98.3 To refuse to conclude the insurance contract without stating the reasons;
- 98.4 To familiarise with the Terms and Conditions not the Policyholder but his representative concluding the insurance contract. In this case, it shall be considered that the Insurer duly disclosed the terms and conditions of the insurance contract to the Policyholder.

## F.2. CONCLUSION OF THE CONTRACT

99. The Policyholder shall contact the Insurer or his representative with the request to conclude the insurance contract. The Policyholder shall be responsible for the accuracy of the data provided in the application.
100. The terms and conditions of insurance shall be established upon agreement between the Insurer and the Policyholder with respect to the information and documents provided by the Policyholder and received during risk assessment (if any).
101. The insurance contract shall be concluded in writing and its conclusion shall be confirmed by the Insurance Policy issued by the Insurer.
102. Insurance contract shall comprise the insurance terms and conditions, insurance policy and, in the cases indicated in the insurance policy, the numbered annexes to the insurance contract.
  - 102.1 Insurance terms and conditions (hereinafter – the Terms and Conditions) shall mean the standard conditions of the insurance contract which are an integral part of the insurance contract. The Insurance Terms and Conditions and/or additional conditions of coverage indicated in the insurance policy shall apply to the insurance contract.
  - 102.2 Insurance policy – the document issued by the Insurer to confirm the conclusion of the insurance contract.
103. In the event of discrepancies or inconsistencies between the insurance terms and conditions, additional coverage conditions and provisions set forth in the insurance policy, the provision of the additional coverage conditions or provisions set forth in the insurance policy shall apply.
104. The Policyholder can conclude the insurance contract in respect of own proprietary interests or those of another person who, upon conclusion of the insurance contract, will be deemed the Insured Person/Beneficiary. If the insurance contract is concluded for the benefit of the third person (Beneficiary), the Policyholder shall bear liability towards the Insurer for the performance of the contract. The Insurer shall have the right to demand that the insurance contract is the performance by the Beneficiary, if the Policyholder failed to perform the contract, while the Beneficiary requests payment of the benefit from the Insurer.

## F.3. CONTRACT VALIDITY PERIOD AND COVERAGE INCEPTION

105. The insurance contract shall be concluded for the period agreed upon by the parties to the contract. The coverage period shall be indicated in the insurance policy.
106. The coverage shall commence on the inception date indicated in the insurance policy, except in cases where coverage inception is associated with the payment of the first insurance premium and the Policyholder fails to provide payment thereof before the deadline indicated in the insurance policy. In these cases, the coverage shall commence in the procedure established in paragraph 68.

## F.4. RIGHTS AND DUTIES OF THE PARTIES DURING VALIDITY OF THE CONTRACT

107. During the period of validity of the Insurance Contract, the Policyholder shall be entitled to the following rights:
  - 107.1 To change the Beneficiary indicated in the insurance contract (unless the exceptions stipulated by the law and/or the insurance contract apply);



- 107.2 To request the Insurer to terminate or modify the insurance contract in cases set forth by law and/or the insurance contract;
  - 107.3 Upon the occurrence of an insured event, to demand that the Insurer provides indemnity in accordance with the procedure set forth by the law and/or insurance contract;
  - 107.4 To obtain information on the course of the investigation of the insured event in accordance with the procedure established by law.
108. During the period of validity of the Insurance Contract, the Policyholder shall have the following duties:
- 108.1 Upon the occurrence of the insured event, to present information on the insurance contracts of the insured vehicle concluded with another insurance company;
  - 108.2 Prior to starting the repair works at the repair garage, to coordinate the scope and price of the repair works with the Insurer. If the provisions of this paragraph are violated, the Insurer shall have the right to calculate the insurance benefit according to paragraph 79.1;
  - 108.3 To immediately notify the Insurer about the loss of car keys and ensure safety of the vehicle until replacement or reprogramming of the keys of the insured vehicle. Upon loss of the car keys, the risk of theft of the vehicle and/or its parts shall remain valid until the replacement of the keys, however, no longer than 7 days of the date of loss of the car keys, if the vehicle is stored on the guarded territory. Once the insured vehicle keys have been replaced or reprogrammed, the coverage validity shall commence as of the moment of replacement or reprogramming. The guarded territory shall be considered to be a fenced and locked territory or premises, as well as the territory or premises with the continuous presence of a security employee employed under the law valid in the Republic of Lithuania and governing labour relations;
  - 108.4 To inform the Insurer in writing about any information regarding the change (increase or decrease) of the insurance risk within 3 business days. The cases of changed insurance risk shall be indicated in the insurance terms and conditions and/or additional coverage conditions;
  - 108.5 Upon the occurrence of an insured event:
    - 108.5.1 To take all the reasonable and available measures to mitigate the extent of the loss;
    - 108.5.2 To immediately inform competent authorities about the insured event (theft – police, fire – fire service, communications failure – emergency services, explosion – police and emergency services, traffic accident – police, when it is required under the Road Traffic Rules. In cases when according to the Road Traffic Rules it is not necessary to call the police, the traffic accident participants must fill out the accident declaration form. It must be presented by the Policyholder upon request of the Insurer);
    - 108.5.3 To notify the Insurer or its representative of the insured event within 3 business days by providing detailed information of all known circumstances of the event and, at the Insurer's request, to provide written confirmation of such an event and to fill up the documents in the form set by the Insurer within 3 business days. This requirement shall not apply:
      - if the event occurred outside the territory of the Republic of Lithuania. In this case, the Insured Person must notify the insured event within 3 business days, with written confirmation provided within 14 business days;
      - when the vehicle is insured under insurance option 'Vehicle insurance at new value'. In this case, the minor failures of the vehicle, which do not hinder safe driving and are not prejudicial to the Road Traffic Rules, the notification may be sent at any time during the validity of the contract;
    - 108.5.4 Upon request of the Insurer, to provide to the Insurer the damaged or destroyed vehicle for examination within 3 business days;
    - 108.5.5 To present the vehicle for examination by the Insurer as many times as necessary in order to determine the circumstances of the insured event and/or damages;
    - 108.5.6 Prior to the provision of the damaged or destroyed vehicle for examination to the Insurer/his representative or without prior written permission of the Insurer, to abstain from any repair, dismantling, remains removal or utilisation works;
    - 108.5.7 To transfer into the Insurer's ownership the replaced vehicle parts and/or elements, the replacement expenses of which were indemnified by the Insurer, if the Insurer's demand is presented within one month of payment of the insurance benefit;

F. CONCLUSION, TERMINATION AND MODIFICATION OF THE INSURANCE CONTRACT; RIGHTS AND DUTIES

- 108.5.8 Upon the occurrence of an insured event, to repair the vehicle only in the repair garage on the territory of the Republic of Lithuania indicated by the Insurer, if the vehicle is covered under clause 'Repair garage of the Insurer's choice';
- 108.5.9 If any latent failures of the vehicle are identified during the repair, which were not identified during the vehicle examination performed by the Insurer/his representative, and which could have resulted from the insured event, to immediately inform the Insurer in writing about it. In this case, upon request of the Insurer, the vehicle must be presented for an additional examination prior to the elimination of the failures identified during the repair;
- 108.5.10 Upon request of the Insurer, to present the vehicle for the additional examination following the performance of the repairs, in order to evaluate the repair works performed;
- 108.5.11 In the event of theft of the vehicle, within 3 business days of the confirmation of the event in writing to the Insurer, to present to the Insurer the vehicle's registration document, all key sets or use official documents to prove that they have been submitted to the pre-trial institution, except in cases where the vehicle's registration documents and/or vehicle's keys were stolen by robbery together with the vehicle;
- 108.5.12 To immediately inform the Insurer once the location of the stolen vehicle becomes known;
- 108.5.13 To help the Insurer invoke the right to the regressive claim, to provide to the Insurer all information available to the Policyholder regarding a person responsible for the damages sustained; The inaction of the Policyholder by refusing to present the claim to the person at fault or refusing to present a written application for initiation of the pre-trial investigations shall be deemed to violation of this right;
- 108.5.14 Upon receipt of compensation of damages from the third person liable for the damages incurred to the vehicle, to notify the Insurer within 3 business days and present the documents substantiating compensation of damages;
- 108.5.15 To present the documents supporting the expenses indemnified under paragraph 19.1 and 19.2 of the Terms and Conditions;
- 108.5.16 To coordinate the amount of damages with the Insurer, if the insured event occurred outside the territory of the Republic of Lithuania, except in cases where the losses or repairs that are required for traffic safety do not exceed EUR 1,500. The damages shall be determined according to the invoices provided, which state the parts replaced, materials used and works performed. If the repairs are carried out abroad in prejudice to the conditions of this paragraph, the amount of loss shall be determined by the Insurer;
- 108.5.17 To allow the Insurer to perform the investigation of the causes, circumstances and amount of damages of the insured event, present all available information on the insured event, its participants and witnesses, present all the documents related to the event and/or indicated by the Insurer, and fulfil all lawful requirements of the Insurer.
- 108.5.18 If the vehicle can be repaired, to repair the vehicle in the repair garage on the territory of the Republic of Lithuania indicated by the Insurer if the vehicle is covered under clause 'Repair garage of the Insurer's choice'. If the Policyholder or persons related to the Policyholder failed to fulfil the said duty (the repairs were carried out in the repair garage other than indicated by the Insurer), the insurance benefit shall be reduced by 20 per cent;
- 108.5.19 Upon request of the Insurer, to present the vehicle lease or loan for use agreement;
- 108.6 If it becomes apparent that according to the conditions set forth in the Insurance contract the insurance benefit was not payable or should have been reduced, upon a written request of the Insurer, the insurance benefit or the overpaid amount must be returned to the Insurer within 30 calendar days, except in cases prescribed by law.
109. During the period of validity of the insurance contract, the Beneficiary shall be entitled to the following rights:
- 109.1 To obtain information on the course of the investigation of the insured event;

- 109.2 To request to pay insurance benefit in accordance with the procedure established by the insurance contract;
110. The Beneficiary shall be obliged to present to the Insurer all the available documents and/or information on the circumstances and consequences of the insured event, which he is entitled to receive in the procedure set forth by law and other legal acts, and which are necessary in order to determine the amount of the insurance benefit.
111. During the term of validity of the insurance contract, the Insurer/his representative shall have the following rights:
- 111.1 To use the data provided by the Insured Persons in the procedure set forth by law and/or receive additional information from the registers, banks, fire services, law enforcement and order authorities, health care institutions and other third persons when investigating the insured events that occurred during the validity of the insurance contract and determining the amount of insurance benefit;
- 111.2 To modify the coverage validity conditions or termination validity of the coverage, if the insurance risk increases (in case of change of the circumstances indicated in paragraph 16 of the Terms and Conditions).
112. During the term of the insurance contract the Insurer shall have the following duties:
- 112.1 To issue the documents requested by the Policyholder, if the Policyholder has made the payment of the fee charged for the issue of documents, i.e. EUR 0.87. In this case, the documents concerned are the insurance terms and conditions, insurance contract, insurance policy or copies of other documents.
- 112.2 Upon receipt of all information material for the establishment of the fact of the insured event, the circumstances and consequences thereof, as well as the amount of the insurance benefit, to provide payment of the insurance benefit no later than within 15 business days;
- 112.3 To notify the Policyholder and the Beneficiary regarding the course of the investigation of the insured event pursuant to the procedure established by law;
- 112.4 To return to the person, who returned the insurance benefit for the stolen vehicle, the received vehicle registration documents and car keys.
113. 113. If the event was deemed to be an insured event, and the Policyholder and the Insurer cannot reach an agreement regarding the amount of indemnity, the Insurer shall, upon the Policyholder's request, pay the amount equal to the uncontested amount of indemnity, if accurate determination of the amount of damages takes more than 3 months.
114. The Insured Person, who is not the Policyholder, shall have the right to demand the insurance benefit to cover the expenses incurred as indicated in paragraphs 19.1 and 19.2 of the Terms and Conditions.
115. If the stolen vehicle is found, the person who received the benefit for the stolen vehicle shall have the right to choose within a period of time indicated in writing by the Insurer, to either return the insurance benefit and pick up the found vehicle or transfer the vehicle to the Insurer. If this person fails to inform about his choice in a written document within the time period indicated, it shall be considered that he transferred the vehicle to the Insurer. The expenses related to the consequences of the event calculated according to the new examination reports compiled by the Insurer shall be deducted from the benefit payable, however, no more than the market value of the vehicle on the date of return of the vehicle.
116. The Insured Persons Insured shall have the same obligations as those applicable to the Policyholder. The Insured Person shall be considered to be liable for the infringements of the insurance contract also in cases where the obligations arising from the insurance contract are violated by the persons acting as the Insured Person's representatives. The Insurer shall be entitled to impose all the sanctions set forth in the insurance contract for non-performance of the obligations by the Insured Person.
117. The additional rights of the Policyholder, the Insurer and the Beneficiary shall be set forth in the insurance contract, the Civil Code of the Republic of Lithuania, the Republic of Lithuania Law on Insurance and other legal acts.

## F.5. TERMINATION AND MODIFICATION OF THE CONTRACT

118. The insurance contract may be terminated before the effective date set forth therein and/or during the validity thereof:
- 118.1 At the request of the parties to the insurance contract, provided that one party gives written notice of termination of the insurance contract to the other party at least one month in advance:
    - 118.1.1 If the insurance contract is terminated at the initiative of the Insurer with the consent of the Policyholder, the Insurer is entitled to a part of the premium which is proportionate to the insurance contract's period of validity;
    - 118.1.2 If the insurance contract is terminated at the initiative of the Insurer, the Policyholder shall be entitled to receive the premium for the remaining validity period of the insurance contract less the costs of conclusion and enforcement of the contract, i.e. 30 per cent of the amount of premium shall be refunded to the Policyholder, however, no less than EUR 45. If it is not possible to deduct the contract conclusion and performance expenses, the Policyholder shall be obliged to cover these expenses.
  - 118.2 After expiration of a 30-day period of notification by one party to the insurance contract to another regarding the material violation of the insurance contract:
    - 118.2.1 If the insurance contract is terminated at the request of the Insurer due to material breach of the insurance contract by the Policyholder (where the existence of the Policyholder's fault has been established), the insurance premiums shall not be refunded to the Policyholder.
    - 118.2.2 If the Insurance Contract is terminated at the request of the Policyholder due to material breach of the Insurance contract by the Insurer (where the existence of the Insurer's fault has been established), the insurance premiums paid for the current year of coverage shall be refunded to the Policyholder.
119. The insurance contract shall lapse:
- 119.1 If the Policyholder fails to provide payment of the first insurance premium or a part thereof before the term set forth in the insurance contract, the payment of which is related to entry into force of the insurance contract, for longer than 30 calendar days, unless otherwise provided for in the insurance contract;
  - 119.2 Where the suspension of the insurance coverage due to non-payment of the insurance premium or a part thereof continues for longer than 3 months. In this case, the Insurer shall be entitled to the insurance premiums unpaid prior to termination of the insurance contract, including the insurance premiums applicable to the Insurer's liability to pay the insurance benefits during the period of interruption, as well as the insurance contract conclusion and performance expenses (up to 30 per cent of the amount of premium shall be refunded to the Policyholder, however, no less than EUR 45. Where it is impossible to deduct the costs of conclusion and performance of the insurance contract, these expenses shall be borne by the Policyholder);
  - 119.3 Upon change of the insured vehicle's owner, unless otherwise provided for in the insurance contract. This provision shall not apply if the right of ownership is transferred from the company rendering finance lease or leasing to the user under the finance lease or leasing contract. The Insurer shall be entitled to a part of the insurance premium, which is proportional to the validity period of the insurance contract, as well as to the insurance contract conclusion and performance expenses (30 per cent of the amount of premium refundable to the Policyholder, however, no less than EUR 45).

120. The insurance contract shall end:
- 120.1 Upon expiration of the validity period of the insurance contract;
  - 120.2 If the following conclusion of the insurance contract, the possibility of occurrence of the insured event or insured risks ceased (the vehicle was destroyed, lost, etc., irrespective of whether it occurred due to the insured event or not). In this case, the Insurer shall be entitled to a part of the insurance premium, which is proportional to the validity period of the insurance contract;
  - 120.3 Upon the final court judgement in the Policyholder's bankruptcy or restructuring proceedings (unless otherwise agreed upon); The insurance contract, in this case, shall end on the first day of the period for which the insurance premium has not been paid.
  - 120.4 On other grounds laid down by law.
121. The insurance contract may be modified upon a written agreement between the Insurer and the Policyholder.

## **F.6. TRANSFER OF RIGHTS AND OBLIGATIONS UNDER THE INSURANCE CONTRACTS**

122. The Insurer shall have the right to transfer its rights and obligations to other Insurers in accordance with the procedure established by law.
123. The Insurer shall inform the Policyholder about its intention to transfer the rights and obligations 2 months in advance.
124. If the Policyholder does not agree with the change of the Insurer, he shall have the right to terminate the insurance contract in accordance with the procedure established in paragraph 118.1.2 of the Terms and Conditions.

## **F.7. DISPUTE SETTLEMENT PROCEDURE**

125. Disputes arising from the insurance contract shall be settled by negotiations. If the parties fail to reach an agreement, the dispute shall be settled in the court of the Republic of Lithuania.
126. In the cases and in the procedure set forth by law, the Policyholder shall have the right to contact the Supervision Service of the Bank of Lithuania regarding the disputes arising between the Policyholder and the Insurer.
127. In all cases not covered by these Rules and the Insurance Contract provisions of the Republic of Lithuania Law on Insurance and other legal acts shall apply, unless otherwise agreed in writing between the parties of the insurance contract.

## **F.8. LAW GOVERNING THE INSURANCE CONTRACT**

128. The insurance contract shall be governed by the law of the Republic of Lithuania unless otherwise stated in the insurance contract.

## F.9. NOTIFICATIONS

129. Any mandatory notifications from one party to the insurance contract to another shall be presented in writing.
130. The notification sent by regular or electronic mail to the Policyholder's address indicated in the insurance policy, or submitted via another system chosen by the Policyholder, if the Policyholder chose this method of notification, shall be considered to be duly received under the present Terms and Conditions, where a reasonable period of time lapses since the dispatch thereof.
131. The Policyholder shall have the right to choose the method of delivery of the documents. By collecting personally at any Insurer's division or by connecting to the Insurer's self-service system Savas LD, the documents shall be issued to the Policyholder free of charge. If the free method of receipt of documents has not been chosen, the fee of the provision of the documents to the policyholder by post shall be EUR 0.87. Documents shall mean the invoices, insurance contracts (insurance policies), notifications on delayed payment(-s) of the insurance premium(-s), notifications on termination of the insurance contract due to non-payment of premiums, offer to renew the expiring or expired insurance contract and statements regarding the settlement of damages or absence thereof.

## F.10. PRIVACY REGULATIONS AND PROCESSING OF PERSONAL DATA

132. During the conclusion and performance of the Insurance Contract, the Insurer shall process the personal data of the Policyholder, the Insured Person and the Beneficiary. Information regarding the processing of personal data is available at <https://www.ld.lt/duomenu-apsauga>.

**Chairman of the Board  
of Lietuvos draudimas AB**



**Kęstutis Šerpytis**

# TRAUMA TABLE

## 1. GENERAL PROVISIONS

- 1.1. The insurance benefit shall be a part of the sum insured for the bodily injuries (traumas), which is provided for the bodily injuries (traumas) indicated in the present table and incurred during the insured event.
- 1.2. Bodily injury (trauma) – damages to the integrity of tissues caused to the Insured Person indicated in the present Trauma Table that occurred at a specific time and in the specific place by a sudden external physical, chemical or thermal impact that resulted in the impairment of the functions.
- 1.3. The insurance benefit due to the consequences of one or several insured events cannot exceed 100 per cent of the selected sum insured for traumas within one year of validity of the insurance contract.
- 1.4. The percentage share of all injuries (traumas) of one body part incurred in one event cannot exceed the amount for loss of that body part. The insurance benefit payable for loss of an organ (functions of an organ) shall be reduced by the insurance benefits provided for injuries to that organ, which is the consequence of this bodily injury (trauma).
- 1.5. The incurable loss of function of the organ shall be determined no earlier than in 9 months and no later than in 18 months of the date of the insured event. In any case, if the incurable loss of function of the organ is definite, the insurance benefit shall be provided before the period of 9 months elapses.
- 1.6. If due to the insured event, the Insured Person sustained the irreversible loss of the organ (function of organ), a part of which (part of function of which) was lost prior to the insured event, the insurance benefit payable shall be reduced in proportion to the loss of part of the organ (part of function of the organ) prior to the sustained bodily injury (trauma).
- 1.7. The total and incurable loss of function of the organs or body parts shall be comparable to the loss of these organs or body parts, while in the event of partial incurable loss of function, where the loss comprises 60 per cent or higher, the insurance premiums shall be reduced correspondingly compared to the total loss of an organ or body part. Where the partial incurable loss of function is lower than 60 per cent, the insurance benefit due to loss of function shall not be provided. The provision on the partial loss of function shall apply only to the loss of limbs and/or their functions (Items 3.1-3.18 of the Table).
- 1.8. The insurance benefits shall not be provided in case of hernia (abdominal wall, diaphragm, spinal intervertebral discs) suffered due to physical strain (as well as due to lifting of a weight), radiculopathy or neuropathy.
- 1.9. The insurance benefit for surgeries performed due to fracture of one bone (primary fracture, repeated fracture, dislocation or pseudoarthrosis) or damages to an organ, shall be paid additionally to the insurance benefit for fracture or organ damage, however, no more than 2 times. The insurance benefits shall not be provided in case of the removal of osteosynthesis.
- 1.10. The insurance benefit for one bodily injury (trauma) shall be paid only under one subsection of the respective item, comprising the severest injury (trauma) indicated in that item.
- 1.11. In case of the bodily injury (trauma), which resulted in a full or partial loss of the organ functions, and which is not listed in this table, the payment of the insurance benefit and percentage payable for the consequences of the bodily injury (trauma) shall be decided by the medical expert of the Personal Claims Department of Lietuvos draudimas AB.

## 2. BONE FRACTURES AND DISLOCATIONS

Item	Bodily injury (trauma) or condition	Share of sum insured of bodily injuries (traumas) (%)
	<b>Remarks:</b>	
	1. The insurance benefit due to bone fractures, splintering, dislocations, subluxations and syndesmolyses (symphysis ruptures) shall be paid if these bodily injuries (traumas) are based on the radiological tests (CT or MRI).	
	2. Bone splintering shall be treated as a fracture of the same bone. The percentage applicable for calculation of the benefit are indicated under the respective item in the table.	
	3. Fracture of one bone in several places (caused by a single insured event) shall be considered as one fracture.	
	4. Surgery of bones fractures or dislocations shall be considered as a surgical procedure during which fractured bone ends are stabilized (with a surgical spike or wire, plate, external fixation apparatus) or the joint is fixed.	
	5. Skeletal stretching shall be treated as osteosynthesis of the fractured bone.	
	6. Closed bone and joint restoration shall not be treated as a surgery.	
	7. The insurance benefit shall not be provided for splitting (chipping) of the bone fragments and permitting damages of the bone surface integrity.	
	8. The insurance benefit shall not be paid for fractures and dislocations of foreign bodies (prosthetic joints, osteosynthesis implants).	
<b>2.1</b>	Cranial bone fracture:	
<b>2.1.a</b>	a) cranial vault fracture;	10 %
<b>2.1.b</b>	b) cranial base fracture.	15 %
<b>2.2</b>	Cranial bone surgery due to fracture	10 %
<b>2.3</b>	Nasal bone fracture	3 %
<b>2.4</b>	Other facial bone fractures (ethmoid, maxilla and mandible, zygomatic, lingual bones and sinus walls)	5 % per bone fracture, however no more than 15 %
	<b>Remark to item 2.4:</b> fracture of maxillary alveolar process shall not be considered as a maxilla fracture.	
<b>2.5</b>	Orbital fracture	5 %
<b>2.6</b>	Facial bone (except nasal) surgery due to fracture:	
	a) placement of dental splints;	1 %
	b) facial bone surgery.	5 %
<b>2.7.</b>	Rib fractures:	
<b>2.7.a</b>	a) 1 or 2 ribs;	3 %
<b>2.7.b</b>	b) 3-5 ribs;	5 %
<b>2.7.c</b>	c) 6 and more ribs.	10 %
<b>2.8.</b>	Cervical, thoracic or lumbar vertebral body or arch fractures:	
<b>2.8.a</b>	a) 1-2 vertebrae;	15 %
<b>2.8.b</b>	b) 3 or more vertebrae.	25 %
<b>2.9</b>	Cervical, thoracic or lumbar vertebral dislocation	5 %
<b>2.10</b>	Cervical, thoracic or lumbar surgery due to vertebral fracture or dislocation	10 %
<b>2.11</b>	Cervical, thoracic or lumbar vertebral process fractures:	
<b>2.11.a</b>	a) 1-2 vertebrae;	3 %
<b>2.11.b</b>	b) 3 or more vertebrae.	5 %
<b>2.12</b>	Sacral bone fracture	5 %
<b>2.13</b>	Sacral bone surgery due to fracture	5 %
<b>2.14</b>	Coccygeal bone fracture	3 %
<b>2.15</b>	Coccygeal bone surgery due to fracture	3 %
<b>2.16</b>	Sternal fracture	5 %
<b>2.17</b>	Scapular fracture	5 %
<b>2.18</b>	Scapular bone surgery due to fracture	5 %
<b>2.19</b>	Clavicle fracture	5 %
<b>2.20</b>	Clavicle bone surgery due to fracture	5 %
<b>2.21</b>	Humeral fracture	10 %
<b>2.22</b>	Humeral bone surgery due to fracture	8 %
<b>2.23</b>	Forearm bone fracture	5 % per bone
<b>2.24</b>	Forearm bone surgery due to fracture	5 %
<b>2.25</b>	Knuckle bone fracture	3 % per bone



2.26	Knucklebone surgery due to fracture <b>Remark to item 2.26:</b> if indemnification is provided for forearm bone fracture under item 2.24, no indemnification shall be provided for surgery due to knuckle bone fracture under item 2.26.	3 %
2.27	Metacarpal bones, finger I phalanges fractures and dislocations	2 % per bone
2.28	Finger II-V phalanges fractures and dislocations <b>Remark to items 2.27 and 2.28:</b> fractures and dislocations of several phalanges of one finger shall be treated as a single fracture or dislocation.	1 % per finger
2.29	Carpal bone surgery due to fracture <b>Remark to item 2.29:</b> if indemnification is provided for wrist bone fracture under item 2.26, no indemnification shall be provided for surgery due to carpal bone fracture under item 2.29.	1 %
2.30	Pelvic bone fractures: a) acetabulum fracture; b) hipbone, pubic bone and ischium fracture.	15 % 5 % per bone, however no more than 15 %
2.31	Pelvic bone surgery due to fracture	10 %
2.32	Femoral bone fracture	15 %
2.33	Femoral bone surgery due to fracture	10 %
2.34	Patellar fracture	5 %
2.35	Patellar bone surgery due to fracture	5 %
2.36	Tibia fracture <b>Remark to item 2.36:</b> if indemnification is provided for tibia fracture under item 2.36, no indemnification shall be provided for tarsal dislocations under item 2.46 and/or syndesmolyse (symphysis ruptures) under item 2.48.	5 % per bone
2.37	Tibia surgery due to fracture <b>Remark to item 2.37:</b> if indemnification is provided for tibia fracture surgery under item 2.37, no indemnification shall be provided for tarsal fractures under item 2.39 and/or surgery due to syndesmolyse (symphysis ruptures) under item 2.49.	5 %
2.38	Tarsal bone fracture <b>Remark to item 2.38:</b> if indemnification is provided for tarsal bone fracture under item 2.36, no indemnification shall be provided for tarsal dislocations under item 2.46 and/or syndesmolyse (symphysis ruptures) under item 2.48.	3 % per bone
2.39	Tarsal bone surgery due to fracture <b>Remark to item 2.39:</b> if indemnification is provided for tarsal fracture surgery under item 2.39, no indemnification shall be provided for tibia fractures under item 2.37 and/or surgery due to syndesmolyse (symphysis ruptures) under item 2.49.	3 %
2.40	Metatarsal fractures and dislocations	3 % per bone
2.41	Fractures and dislocations of foot phalanges: a) 1st toe (big toe) b) 2nd-5th toe.	2 % 1 % per toe
2.42	Foot bone surgery due to fracture and dislocation <b>Remark to item 2.42:</b> if indemnification is provided for tarsal bone fracture under item 2.39, no indemnification shall be provided for surgery due to foot bone fracture under item 2.42.	1 %
2.43	Sesamoid bone fracture	1 %
2.44	Pseudoarthrosis persisting over 9 months of the date of the insured event	½ of the insurance benefit paid for that bone's fracture
2.45	Recurring bone fracture in the callus or osteosynthesis implant area <b>Remark to item 2.45:</b> when indemnification is provided under item 2.45, the indemnification under the item providing for the primary fracture of that bone shall not be provided.	½ of the insurance benefit paid for that bone's fracture

<b>2.46</b>	Primary bone dislocation in the wrist, elbow, shoulder, tarsus, knee, hip and maxillary joints	5 %
	<b>Remarks to item 2.46:</b> 1. The indemnification for regular dislocations shall not be provided. 2. Where the fracture and dislocation of the bones comprising the same joint occurred, the insurance benefit shall be provided either for the bone fracture or its dislocation.	
<b>2.47</b>	Surgery on the primary bone dislocation in the wrist, elbow, shoulder, tarsus, knee and hip joints	5 %
	<b>Remark to item 2.47:</b> if the surgery is performed due to the fracture and dislocation of the bones comprising the same joint, the insurance benefit shall be paid only for the bone fracture surgery or only for the surgery on dislocation according to the respective item of the trauma table, which provides a higher percentage of benefit for the surgery.	
<b>2.48</b>	Syndesmolythesis (symphysis rupture)	3 %
<b>2.49</b>	Syndesmolythesis surgery	5 %
<b>2.50</b>	Bone cartilage fracture, cracking or tearing without fracture of the same bone	1 %
<b>2.51</b>	Knee joint meniscus rapture or tear confirmed during surgery	5 %
	<b>Remarks to item 2.51:</b> 1. If indemnification is provided under paragraph 2.51, additional indemnification for surgery shall not be provided. 2. Where rapture of both menisci of the same knee joint occurred due to one bodily injury (trauma), the insurance benefit shall be paid for one meniscus rapture.	

### 3. LOSS OF LIMBS OF THEIR FUNCTIONS

	<b>Remark:</b> where replantation (reattachment of the lost limb or its part) is performed due to loss of a limb or its part, the insurance benefit shall be paid only for injuries (traumas) of the bones, blood vessels, nerves and soft tissues with application of the respective items of sections 2, 7, 8 and 9 of the Trauma Table, and for loss of function in the limb or its part, which is determined in no less than 9 months and no more than 18 months of the date of the insured event.	
<b>3.1</b>	Loss of arm above shoulder joint	75 %
<b>3.2</b>	Loss of arm above wrist joint	65 %
<b>3.3</b>	Loss of hand	50 %
<b>3.4</b>	Loss of 1st finger (thumb)	20 %
<b>3.5</b>	Loss of distal phalanx of 1st finger (thumb)	10 %
<b>3.6</b>	Loss of all three phalanges of 2nd finger (index)	15 %
<b>3.7</b>	Loss of two phalanges of 2nd finger (index)	9 %
<b>3.8</b>	Loss of distal phalanx of 2nd finger (index)	4 %
<b>3.9</b>	Loss of 3rd, 4th or 5th finger	5 %
<b>3.10</b>	Loss of two phalanges of 3rd, 4th or 5th finger	4 %
<b>3.11</b>	Loss of distal phalanx of 3rd, 4th or 5th finger	3 %
<b>3.12</b>	Loss of leg above knee joint	70 %
<b>3.13</b>	Loss of leg above ankle joint	60 %
<b>3.14</b>	Loss of foot	45 %
<b>3.15</b>	Loss of 1st toe (big toe)	6 %
<b>3.16</b>	Loss of distal phalanx of 1st toe (big toe)	4 %
<b>3.17</b>	Loss of 2nd, 3rd, 4th or 5th toe	4 %
<b>3.18</b>	Loss of one or two phalanges of 2nd, 3rd, 4th or 5th toe	3 %

## 4. VISUAL ORGANS

	<b>Remark:</b> injury (trauma) to the only seeing eye shall be treated as an injury (trauma) to both eyes.				
<b>4.1</b>	Perforating injury of one eye, III degree burn of the eye				5 %
<b>4.2</b>	Loss of visual acuity (without correction) due to trauma:				
	Visual acuity		Visual acuity		
	Before trauma	Post-trauma	Before trauma	Post-trauma	%
1.0		0.7	0.6	0.4	1
		0.6		0.3	3
		0.5		0.2	10
		0.4		0.1	15
		0.3		< 0.1	20
		0.2		0.0	25
		0.1		0.3	1
		< 0.1		0.2	5
		0.0		0.1	10
0.9		0.6	0.5	< 0.1	15
		0.5		0.0	20
		0.4		0.2	3
		0.3		0.1	5
		0.2		< 0.1	10
		0.1		0.0	20
		< 0.1		0.1	3
0.8		0.0	0.4	< 0.1	10
		0.5		0.0	20
		0.4		0.1	3
		0.3		< 0.1	5
		0.2		0.0	10
		0.1		< 0.1	5
		< 0.1		0.0	20
		0.0		< 0.1	10
0.7		0.5	0.3	0.0	20
		0.4		0.1	3
		0.3		< 0.1	5
		0.2		0.0	10
		0.1		< 0.1	5
		< 0.1		0.0	20
		0.0		0.0	10
	0.5	1			
	0.4	5			
	0.3	10			
	0.2	15			
	0.1	20			
	< 0.1	30			
	0.0	35			
	<b>Remarks to item 4.2:</b>				
	1. If the insurance benefit is provided for decreased visual acuity under item 4.2, the benefit paid due to perforated injury of the eye or burn under item 4.1 shall be deducted.				
	2. If the decrease of visual acuity is caused by retinal detachment, it must be based on the recent signs on eye injury (trauma).				
	3. If visual acuity is decreased in both eye due to the injury (trauma), each eye shall be assessed separately, while the percentages shall be added and multiplied by coefficient 1.25.				
	4. If the documents from the health care institutions do not provide information on the visual acuity present before the trauma, upon injury to one eye, it shall be considered that the visual acuity prior to trauma was the same as that of the undamaged eye; upon injury to both eyes, it shall be considered that the visual acuity prior to trauma was 1.0.				
	5. Where an artificial lens is implanted due to the injury (trauma) or a corrective lens is used, the insurance benefit payable shall be determined according to the visual acuity present prior to implantation or insertion of the lens.				
	6. The decrease of visual acuity shall be assessed no earlier than 3 months and no later than a year of the date of occurrence of the injury (trauma).				
<b>4.3</b>	Consequences of the injury (trauma): total ptosis of one eye; rapture of lachrymal ducts or total stenosis, paralysis of accommodation; significant reduction in visual field				10 %
	<b>Remark to item 4.3:</b> consequences of the injury (trauma) shall be assessed no earlier than 9 months of the date of injury (trauma).				

## 5. HEARING ORGANS

<b>5.1</b>	Traumatic rupture of eardrum, if the diagnosis is confirmed by the symptoms of a recent injury	
	<b>Remark to item 5.1:</b> if an eardrum rupture occurred as a result of a basal skull fracture, the insurance benefit shall not be paid.	
<b>5.2</b>	Total loss of hearing:	
	a) one ear;	15 %
	b) both ears.	60 %
	<b>Remark to item 5.2:</b> if the insurance benefit is provided due to loss of hearing under item 5.2, the benefit paid due to eardrum rupture under item 5.1 shall be deducted.	

## 6. CENTRAL NERVOUS SYSTEM

<b>6.1</b>	Cerebral injuries (traumas):	
6.1.a	a) cerebral concussion (shaking, commotion) treated on an in-patient basis for at least 2 days;	1 %
6.1.b	b) cerebral concussion (shaking, commotion) treated on an in-patient basis for at least 4 days;	3 %
6.1.c	c) cerebral contusion, compression and intracranial bruising, when the diagnosis is confirmed by CT or MRI, with hospitalisation.	10 %
	<b>Remark to item 6.1:</b> the insurance benefit for cerebral concussion (shaking, commotion) under item 6.1 (a) and (b) shall not be paid if prior to the injury (trauma), the Insured Person was diagnosed with cerebrovascular pathology or a more serious cerebral injury (trauma).	
<b>6.2</b>	Craniotomy (opening of skull) due to cerebral injury (trauma)	10 %
	<b>Remark to item 6.2:</b> if the insurance benefit is provided due to craniotomy under item 6.2, the benefit paid due to cranial bone surgery under item 2.2 shall not be paid.	
<b>6.3</b>	Spinal cord injuries (traumas):	
6.3.a	a) spinal cord concussion (shaking, commotion) treated on an in-patient basis for at least 4 days;	3 %
6.3.b	b) spinal cord contusion, compression and hematomyelia, when the diagnosis is confirmed by CT or MRI, with hospitalisation.	10 %
<b>6.4</b>	Spinal cord injury (trauma) surgery	10 %
	<b>Remark to item 6.4:</b> if the insurance benefit is provided due to surgery under item 6.4, the benefit paid due to cervical, thoracic or lumbar surgeries under item 2.10 shall not be paid.	
<b>6.5</b>	Consequences of injury (trauma) to central nervous system persisting longer than 9 months of the date of the insured event:	
6.5.a	a) traumatic epilepsy – occasional seizures (1-3 times per year);	5 %
6.5.b	b) traumatic epilepsy – frequent seizures (4 and more times per year); post-traumatic parkinsonism in persons under 40; a foreign body in brain;	20 %
6.5.c	c) paresis of one limb (monoparesis);	15 %
6.5.d	d) paresis of two or more limbs (hemiparesis, paraparesis);	30 %
6.5.e	e) paralysis of one limb (monoplegia);	40 %
6.5.f	f) paralysis of one side of the body (hemiplegia); paralysis of the lower limbs (paraplegia);	50 %
6.5.g	g) paraplegia with total function impairment in pelvic organs;	70 %
6.5.h	h) paralysis of the upper and lower limbs (tetraplegia), decortication (cortex removal).	100 %
	<b>Remarks to item 6.5:</b>	
	1. The insurance benefit shall be paid additionally to the benefit provided due to cerebral injury (trauma) under item 6.1 and craniotomy under item 6.2.	
	2. If the insurance benefit is provided due to consequences of injury (trauma) to the central nervous system under item 6.5, the benefit due to loss of limb function under items in section 3 shall not be paid.	
	3. Paralysis (plegia, monoplegia, hemiplegia and tetraplegia) shall mean full loss of voluntary movement.	

## 7. CEPHALIC AND PERIPHERAL NERVES

<b>7.1</b>	Peripheral injury (trauma) of cephalic nerves, due to which a reconstructive surgery was performed or neuropathy symptoms persist for at least 9 months from the date of the insured event:	
<b>7.1.a</b>	a) unilateral;	4 %
<b>7.1.b</b>	b) bilateral.	10 %
	<b>Remarks to item 7.1:</b>	
	1. The insurance benefit due to injuries (trauma) of cephalic nerves under item 7.1 shall be paid only once, irrespective of the number of injured nerves on one side.	
	2. If the insurance benefit is provided due to cranial base fracture under item 2.1(b), the benefit under item 7.1 shall not be paid.	
	3. If the insurance benefit is provided due to loss of visual acuity under item 4.2 or due to loss of hearing under item 5.2, the benefit under item 7.1 shall not be paid.	
<b>7.2</b>	Peripheral damage of cephalic nerves, due to which a reconstructive surgery was performed or neuropathy symptoms persist for at least 9 months from the date of the insured event:	
<b>7.2.a</b>	a) forearm, wrist, shin and tarsus;	5 %
<b>7.2.b</b>	b) upper arm, elbow, femur, knee;	10 %
<b>7.2.c</b>	c) plexus area.	25 %
	<b>Remarks to item 7.2:</b>	
	1. For injury (trauma) of hand and foot nerves, see item 8.7 and 8.8.	
	2. If several nerves are damaged in one limb, the insurance benefit shall be paid only for one injury (trauma) of the nerve.	

## 8. SOFT TISSUES

	<b>Remarks:</b>	
	1. The insurance benefit for scars shall be provided only if the wound was treated at the health care institution. The photograph of a scar (pigment spot) shall be presented upon request of the Insurer.	
	2. The insurance benefit shall be paid only for the pigment spots that resulted from a burn caused by fire, hot fluid, devices and chemical substances.	
	3. The insurance benefit due to scars and/or partial loss of soft tissue after open fractures, surgery and amputation shall not be paid.	
	4. For calculation of the insurance benefit for the scars under the respective item of the Trauma Table resulting from one event, the scar sizes shall be added.	
	5. Where the insurance benefit is provided due to bone fracture and/or dislocation and surgery on ligaments and/or tendons of the same area due to an injury (trauma), the insurance benefit shall not be paid.	
	6. Where several muscles and/or tendons in the single limb are damaged during one insured event, the insurance benefit for injury of separate muscles and tendons shall not be added.	
	7. Where several ligaments in the single joint are damaged during one insured event, the insurance benefit for injury of separate ligaments shall not be added.	
<b>8.1</b>	Lesion of soft tissues of the face, neck anterior and lateral surface, under-jaw area resulting in:	
<b>8.1.a</b>	a) scar up to 5 cm, pigment spot;	3 %
<b>8.1.b</b>	b) 5 cm or longer linear scar, 2 cm <sup>2</sup> or larger scar;	5 %
<b>8.1.c</b>	c) linear scar longer than 8 cm, 5 cm <sup>2</sup> or larger scar;	10 %
<b>8.1.d</b>	d) disfigurement of half face: massive contrastive unusual-colour spots and disfiguring scars remained;	20 %
<b>8.1.e</b>	e) disfigurement of the whole face: deformation of soft tissue of facial surface, massive contrastive unusual-colour spots and disfiguring scars remained.	30 %
	<b>Remark to item 8.1:</b> if the insurance benefit is provided under item 8.1 (d) and (e), the consequences of injury must be assessed by the medical expert of the Personal Claims Department of Lietuvos draudimas AB.	
<b>8.2</b>	Plastic surgery for elimination (reduction) of facial scars or pigment spots	20 %
	<b>Remark to item 8.2:</b> the insurance benefit provided for in item 8.2 shall be paid only if benefit has been paid under item 8.1 (b), (c), (d) and (e), and only upon production of the document confirming the surgery.	

<b>8.3</b>	Injuries in the hairy part of the head, resulting in the following after healing:	
8.3.a	a) 2 to 10 cm linear scar;	3 %
8.3.b	b) linear scar longer than 10 cm, partial scalping;	6 %
8.3.c	c) scalping.	15 %
<b>8.4</b>	Soft-tissue injuries in the trunk and limbs, resulting in the following after healing:	
8.4.a	a) linear scar of 5 cm and longer, 2 cm <sup>2</sup> or larger scar, 5 cm <sup>2</sup> or larger pigment spot, loss of one or several nail plates, partial amputation of soft tissues;	2 %
8.4.b	b) scar from 0.25 % of the body surface;	3 %
8.4.c	c) scar of 0.5 to 1 % of the body surface;	5 %
8.4.d	d) scars of more than 1 % of the body surface;	10 %
8.4.e	e) scars of more than 5 % of the body surface;	15 %
8.4.f	f) scars of more than 10 % of the body surface.	20 %
	<b>Remark to item 8.4:</b> 1 % of the body surface is equal to the metacarpal surface area of the Insured Person's hand (palm and II-V fingers). This area shall be calculated in square centimetres: hand length measured from carpo-metacarpal joint to apex of III finger distal phalanx, is multiplied by palm width, measured in the line of II-V metacarpal bone heads.	
<b>8.5</b>	Injury (trauma) of auricle and behind ear, resulting in:	
8.5.a	a) 2 cm or longer scar;	1 %
8.5.b	b) loss of up to half of auricle;	3 %
8.5.c	c) loss of more than half or total loss of auricle.	5 %
<b>8.6</b>	Traumatic loss of integrity of a muscle, tendon or ligament (strain, partial tear, tear), resulting in:	
8.6.a	a) treatment and/or incapacity for work continued longer than 7 days;	1 %
8.6.b	b) treatment with plaster cast or special splint that lasted longer than 2 weeks;	2 %
8.6.c	c) reconstructive surgery.	5 %
<b>8.7</b>	Traumatic loss of integrity of a muscle, tendon or ligament (strain, partial tear, tear) of hand and nerve damage, resulting in:	
8.7.a	a) treatment and/or incapacity for work continued longer than 7 days;	1 %
8.7.b	b) treatment with plaster cast or special splint that lasted longer than 2 weeks;	2 %
8.7.c	c) reconstructive surgery.	5 %
	<b>Remark to item 8.7:</b> when insurance benefit is provided for wrist bone surgery under item 2.26 or for carpal bone surgery under item 2.29, the insurance benefit for carpal tendon or nerve injury (trauma) under item 8.7 shall not be paid.	
<b>8.8</b>	Traumatic loss of integrity of a muscle, tendon or ligament (strain, partial tear, tear) of foot and nerve damage, resulting in:	
8.8.a	a) treatment and/or incapacity for work continued longer than 7 days;	1 %
8.8.b	b) treatment with plaster cast or special splint that lasted longer than 2 weeks;	2 %
8.8.c	c) reconstructive surgery.	3 %
	<b>Remark to item 8.8:</b> when insurance benefit is provided for tarsal bone surgery under item 2.39 or for foot bone surgery under item 2.42, the insurance benefit for foot muscle, tendon, ligament or nerve injury (trauma) under item 8.8 shall not be paid.	
<b>8.9</b>	Burn disease (burn shock, anuria, burn intoxication, acute burn toxæmia, acute burn septic toxæmia), traumatic, posthemorrhagic and anaphylactic shock, fat embolism, if diagnosed in in-patient treatment	10 %
<b>8.10</b>	Autotransplantation (skin, muscle, tendon, bone) performed due to the insured event	5 %

## 9. THORACIC ORGANS

<b>9.1</b>	Thoracic organ injury (trauma), resulting in performance of:	
9.1.a	a) thoracentesis, drainage and pericardiocentesis;	1 %
9.1.b	b) thoracoscopy;	5 %
9.1.c	c) thoracotomy.	10 %
	<b>Remark to item 9.1:</b> if several procedures listed in item 9.1 (a) were performed, the insurance benefit shall be paid only for one procedure.	

### Respiratory system

9.2	Injury (trauma) of organs resulting in tracheostomy	5 %
9.3	Injury (trauma) of lung, resulting in removal of:	
9.3.a	a) 1 or 2 lung segments;	20 %
9.3.b	b) lung lobe or part (up to a third) of lung;	30 %
9.3.c	c) more than half of lung or whole lung.	40 %
	<b>Remark to item 9.3:</b> when insurance benefit is provided for lung injury (trauma) under item 9.3, the insurance benefit for the procedures provided for in item 9.1 shall not be paid.	
9.4	Injury (trauma) of respiratory system organs, resulting in a condition persisting longer than 9 months of the date of the insured event:	
9.4.a	a) significant hoarseness of voice;	15 %
9.4.b	b) total loss of voice;	35 %
9.4.c	c) functional tracheostoma;	40 %
9.4.d	d) pulmonary insufficiency (II degree);	40 %
9.4.e	e) pulmonary insufficiency (III degree).	60 %
	<b>Remarks to item 9.4:</b>	
	1. The insurance benefit payable due to pulmonary insufficiency under item 9.4 (d) or (e) shall be reduced by the benefit paid for the procedures provided for in item 9.1, or due to the injury (trauma) of lung under item 9.3 (except benefit provided due to rethoracotomy).	
	2. The insurance benefit under item 9.4 (d) or (e) shall depend on asphyxia, lung functional tests and blood indicators (vital capacity of lungs, blood oxygen and carbon dioxide saturation – PaO <sub>2</sub> , PaCO <sub>2</sub> , blood Ph).	
	3. The insurance benefit paid under item 9.2 shall be deducted in case of payment of the insurance benefit due to functional tracheostoma under item 9.2.	

### Cardiovascular system

9.5	Damaged integrity of large blood vessels, resulting in a reconstructive surgery	
9.5.a	a) forearm, wrist, shin and tarsus;	4 %
9.5.b	b) neck, upper arm, elbow, femur, knee;	10 %
9.5.c	b) thorax, abdominal cavity or retroperitoneal space.	20 %
	<b>Remark to item 9.5:</b> if several blood vessels are damaged in one limb or area, their injury (trauma) shall be assessed as an injury (trauma) to one blood vessel.	
9.6	Heart and cardiac tissue injury (trauma)	10 %
9.7	Heart, cardiac tissue or blood vessel injury (trauma) resulting in cardiac or blood vessel insufficiency that persists longer than 9 months after the date of trauma:	
9.7.a	a) Cardiovascular insufficiency of II degree III functional class;	40 %
9.7.b	b) Cardiovascular insufficiency of III degree IV functional class.	60 %
	<b>Remarks to item 9.7:</b>	
	1. The insurance benefit provided for consequences of the cardiovascular injury (trauma) under item 9.7 shall be reduced by the insurance benefit paid for the procedures provided for in item 9.1, and for the cardiovascular injury (trauma) under items 9.5 and 9.6.	
	2. The insurance benefit under item 9.7 shall depend on the functional tests and indicators confirming the blood flow insufficiency degree.	

## 10. ABDOMINAL ORGANS

10.1	Abdominal organ injury (trauma), resulting in performance the following surgeries:	
10.1.a	a) laparocentesis;	1 %
10.1.b	b) laparoscopy and diagnostic laparotomy;	5 %
10.1.c	c) laparotomy, when injury (trauma) of abdominal organs is present.	10 %
	<b>Remarks to item 10.1:</b>	
	1. If the insurance benefit is provided due to injury (trauma) of abdominal organs under item 10.6, the benefit under item 10.1 shall not be paid.	
	2. If several procedures listed in item 10.1 (b) were performed, the insurance benefit shall be paid only for one procedure.	

### Digestive organs

<b>10.2</b>	Injury (trauma) of lung, resulting in loss of:	
10.2.a	a) part of a jaw, resulting in chewing disorder;	15 %
10.2.b	b) whole jaw.	50 %
	<b>Remark to item 10.2:</b> the insurance benefit provided due to loss of jaw under item 10.2, the benefits provided due to maxilla fracture under item 2.4 and loss of teeth under item 10.4 (in place of bone fracture) shall be deducted.	
<b>10.3</b>	Tongue injury (trauma) resulting in:	
10.3.a	a) diagnosed and stitched tongue wound;	3 %
10.3.b	b) loss of tongue up to distal third, however no less than ¼ of tongue;	15 %
10.3.c	c) loss of tongue in the area of middle third;	40 %
10.3.d	d) loss of tongue in the proximal third (root) area or the whole tongue.	70 %
<b>10.4</b>	Traumatic loss, subluxation and luxation of tooth crown or the whole tooth including injury (trauma) to soft tissues:	
10.4.a	a) loss of at least ¼ of tooth crown part of 1 tooth, fracture of root(-s) in 1 tooth, subluxation of 1 or more teeth;	1 %
10.4.b	b) loss of 1 tooth, loss of a third or large crown parts in 2 and more teeth, fracture of root(-s) in 2 and more teeth;	3 %
10.4.c	c) loss of 2-4 teeth;	6 %
10.4.d	d) loss of 5-6 teeth;	10 %
10.4.e	e) loss of 7-9 teeth;	15 %
10.4.f	f) loss of 10 and more teeth.	20 %
	<b>Remarks to item 10.4:</b>	
	1. The insurance benefit shall not be paid for loss of milk teeth as a result of injury in children above 5.	
	2. The insurance indemnity shall not be paid for injury (trauma) due to fracture or damages to dental prosthesis.	
	3. The insurance benefit shall not be paid for damages to teeth, which were affected by parodontosis, caries or had fillings prior to trauma.	
	4. Loss of tooth crown or the whole tooth shall mean such loss where reimplantation is not performed or tooth is removed during treatment of the injury within a period of one year from occurrence of the injury.	
	5. Upon reimplantation of affected tooth, the insurance benefit shall be provided for the loss of tooth. If the reimplanted tooth is removed within one year of the injury, the additional benefit shall not be provided.	
<b>10.5</b>	Esophageal injuries (traumas) causing narrowing of oesophagus which resulted in the following consequences persisting for more than 9 months from the date of the insured event:	
10.5.a	a) difficulty in swallowing of solid food;	5 %
10.5.b	b) difficulty in swallowing of liquid or/and soft food;	30 %
10.5.c	c) esophageal obstruction resulting in formation of gastrostoma (external opening into the stomach through the abdominal wall).	80 %
<b>10.6.</b>	Traumatic injury (trauma) of digestive system organs resulting in:	
10.6.a	a) removal of gall-bladder or performance of liver resection;	10 %
10.6.b	b) removal of a liver section or a larger part or removal of spleen;	20 %
10.6.c	c) removal of part of stomach, part of intestines (except duodenum) or removal of part of pancreas or damages to extrahepatic bile ducts;	25 %
10.6.d	d) 2 of the consequences listed in subsection c are present;	35 %
10.6.e	e) 3 of the consequences listed in subsection c are present;	40 %
10.6.f	f) injury (trauma) of pancreas resulting in development of necrotizing pancreatitis, requiring repeated surgery (relaparotomy);	45 %
10.6.g	g) total removal of stomach;	50 %
10.6.h	h) stomach removal (part of stomach) with part of intestines and pancreas (part of pancreas).	80 %
<b>10.7</b>	Hernia in the anterior abdominal wall, place of diaphragm injury (trauma) or postoperative scarring (if surgery was performed due to the insured event)	10 %
	<b>Remark to item 10.7:</b> hernial in the abdominal wall due to physical strain (including lifting of weight) shall be deemed an exclusion and insurance benefit shall not be paid.	



<b>10.8</b>	Consequences of injury (trauma) to digestive organs (except oesophagus) persisting longer than 9 months of the date of the insured event:	
10.8.a	a) stenosis of digestive organs, except oesophagus, as a result of scars;	10 %
10.8.b	b) adhesive disease, resulting in a surgery;	15 %
10.8.c	c) internal or external fistulas;	20 %
10.8.d	d) stoma (lateral opening of colon);	30 %
10.8.e	e) bowel incontinence.	50 %
	<b>Remark to item 10.8:</b> the insurance benefit under this item shall be provided additionally to the benefits paid due to the procedures indicated in item 10.1 or due to injuries (trauma) of digestive organs under item 10.6.	
<b>10.9.</b>	Pancreatic injuries (traumas), which resulted in the following consequences persisting for more than 9 months from the date of the insured event:	
10.9.a	a) pancreatogenic malabsorption syndrome;	5 %
10.9.b	b) development of insulin dependent diabetes.	30 %
<b>10.10</b>	Injury (trauma) of liver resulting in II or III degree hepatic function insufficiency persisting longer than 9 months of the date of the insured event (in case of increase blood and urine ferments and pigments values: bilirubin, urobilin, GGT, GPT, GOT, LDH or other indicators). <b>Remark to item 10.10:</b> the insurance benefit provided for hepatic function insufficiency under item 10.10 shall be reduced by the benefit paid for liver injury (trauma) under item 10.6 (b).	60 %

### Urogenital system

<b>10.11</b>	Traumatic injury (trauma) of kidney resulting in:	
	a) removal of part of kidney;	15 %
	b) removal of the whole kidney.	30 %
	<b>Remark to item 10.11:</b> if the insurance benefit is provided under item 10.11, the benefit under item 10.1 shall not be paid (except in case of relaparotomy).	
<b>10.12</b>	Damages to integrity of ureter diagnosed during in-patient treatment	5 %
<b>10.13</b>	Traumatic or toxic renal injury with haemodialysis performed	
<b>10.14</b>	Urinary organs injuries (traumas), which resulted in the following consequences persisting for more than 9 months from the date of the insured event:	
10.14.a	a) blockage of ureter or urethra, functional epicycstostomy, uro-genital fistulas;	20 %
10.14.b	b) II degree renal insufficiency confirmed by laboratory tests;	30 %
10.14.c	c) III degree renal insufficiency confirmed by laboratory tests, need in systematic haemodialysis, or performance of transplantation.	80 %
	<b>Remarks to item 10.14:</b>	
	1. The insurance benefit for urinary system injuries (traumas) under item 10.14 (a) shall be reduced by the benefit paid for the procedures indicated in item 10.1 (except benefit provided due to relaparotomy).	
	2. The insurance benefit payable due to renal insufficiency under item 10.14 (b) and (c) or systematic haemodialysis shall be reduced by the benefit paid for the procedures provided for in item 10.1, or due to the injury (trauma) of kidney and ureter under item 10.11 and 10.12 (except benefit provided due to relaparotomy).	
<b>10.15</b>	Traumatic injury (trauma) of genital system organs, resulting in women in:	
10.15.a	a) removal of one ovary and/or one Fallopian tube;	5 %
10.15.b	b) removal of both ovaries (or the only functional one), if at the moment of occurrence of the event the Insured Person is under 50 years of age;	30 %
10.15.c	c) removal of both ovaries (or the only functional one) if at the moment of occurrence of the event the Insured Person is 51 years old or older;	5 %
10.15.d	d) removal of both ovaries and/or uterus, if at the moment of occurrence of the event the Insured Person is under 40 years of age;	30 %
10.15.e	e) removal of both ovaries and/or uterus if at the moment of occurrence of the event the Insured Person is 41 years old or older;	10 %
	<b>Remark to item 10.15:</b> if the insurance premium is provided for the injuries (traumas) of the genital system organs under item 10.15 (a), (b), (c), (d) and (e), the insurance benefit for the procedures indicated in item 10.1 shall not be paid (except benefit provided due to relaparotomy).	
<b>10.16</b>	Traumatic injury (trauma) of genital system organs, resulting in men in:	
10.16.a	a) removal of one testicle;	5 %
10.16.b	b) removal of part (at least ¼) of penis;	10 %
10.16.c	c) removal of both testicles and/or whole penis.	30 %

## 11. OTHER CONSEQUENCES OF THE INSURED EVENTS

	<b>Remark:</b> if the insurance benefit was provided under item 11.1 or 11.2, and it was later established that a higher benefit must be paid according to another/other items of the Trauma Table, upon payment thereof, the insurance benefit paid under these items shall be deducted.	
<b>11.1</b>	The insurance benefits due to which the Insured Person was hospitalised for treatment, where the insurance benefit is not payable under other items of the Trauma Table:	
11.1.a	a) more than 2 days;	1 %
11.1.b	b) more than 4 days;	3 %
11.1.c	c) more than 14 days;	6 %
11.1.d	d) more than 21 days;	10 %
	<b>Remarks to item 11.1:</b>	
	1. The insurance benefit shall be paid for diagnosed burn, frostbite, electrical trauma and tetanus.	
	2. The insurance benefit for various phlegmons, thrombophlebitis, vasodilation and similar diseases shall not be provided.	
<b>11.2</b>	Body bruising resulting in multiple subcutaneous haemorrhage including at least three body areas, and which resulted in incapacity for work for at least 3 weeks, if the insurance benefit is not paid under other items of this table.	1 %
<b>11.3</b>	Termination of pregnancy due to the insured event, if the pregnancy term is more than 22 weeks.	20 %

**Chairman of the Board  
of Lietuvos draudimas AB**



**Kęstutis Šerpytis**



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