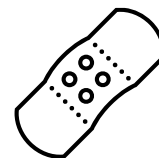


# Branch of If P&C Insurance AS

## Regulations No. 015 on Accident Insurance



in force as of July 01, 2009



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# Regulations No. 015 on Accident Insurance

## Structure of the Regulations on Accident Insurance

The Regulations on Accident Insurance is comprised of the following sections:

*General conditions* describe the object insured, events insured and uninsured, territory and validity range of insurance coverage, procedure of contracting for insurance, procedure for fixing and payment of an insurance premium, periods of insurance contract, provisions for amending and terminating insurance contracts, rights and obligations of the contracting parties, schedule for payment of insurance indemnities, restrictions applied to payment of insurance indemnities, fines imposed for violations of insurance contracts, procedure of notice giving, provisions of confidentiality, procedure for dispute settlement.

*Provisions for payment of insurance indemnities* (Nos. of Conditions: 2xx), which indicate types of insurance indemnities and the procedure for their calculation and payment.

*Special conditions* (Nos. 3xx) set forth the terms and conditions to expand or limit the insurance coverage. In case of any controversies among the special conditions, general conditions and conditions for payment of insurance indemnities, the special conditions shall prevail.

*Instructions for the insurer* which are instructions decreasing the risk of insurance applicable for the insurer (Nos. of Conditions: 4xx).

**Insurance contract shall be subjected to such terms and conditions for payment of insurance indemnities and special conditions, which are indicated in the insurance policy. If any other conditions are indicated in the insurance contract, which does not match with the conditions of the insurance security, special conditions or the instructions for the insurer, the conditions of the insurance contract shall prevail.**

## General Provisions

### Concepts used

1. *The Insurer* shall be Branch of If P&C Insurance AS.
2. *The Policyholder* might be any person who has approached the Insurer regarding signing the Insurance policy or to whom the Insurer has proposed to sign the Insurance policy, or any person, who has signed the Insurance policy with the Insurer in accordance with these insurance regulations.
3. *The Insured* is the person (persons), indicated in the insurance policy, on the insured event in the life of whom (whose) the Insurer must pay the insurance indemnity. The Insured persons might be indicated in the Insurance Policy as:
  - a) specific natural persons;

- b) Staff members employed in the insured work positions or offices.

4. *The Beneficiary* shall be a person indicated in the insurance contract and/or appointed by the Insured person. The Beneficiary shall acquire the right to the insurance indemnity after the death of the Insured person. If the Beneficiary is not indicated at all, a heir at law of the Insured person shall take the place of the Beneficiary. The Beneficiary is established by the order, indicated by the valid laws of the Republic of Lithuania.

5. *The disabled person* shall be a person to whom the level of disability or capacity to work less than 55 percent has been acknowledged by the competent state institution and/or the need for meeting special needs has been established, as well as a person who has been given invalidity category I or II until the 30th of June 2005.

6. *The changes of the insurance risk* are the events as follows: the change of number of insured persons/workplaces indicated in the insurance policy (or his appendix), the change of nature of work of the insured person(s), when the insured person engages in sports (or in any sport activities other than the ones sport activities indicated in the insurance policy) or in any other leisure activities of high risks, when the person insured becomes the invalid of group I/II, when he/she is found to have mental illness, to become person in care or becomes ill with any serious untreatable illness.

7. *Sport activities* are participation in any activities, trainings or competitions of any kind, organized by a sport organization. Individual or group sport activities other than those organized by a sport organization are only treated to be leisure activities of the Insured person and they are not treated as the sport activities.

8. *Spending a high-level risk leisure time* is engaging in sport activities with danger to life (extreme sports) such as various forms of martial arts, auto-moto sports, aviation sports, parachuting, mountain climbing et al. as well as riding the motorcycle whose capacity is 74 kW (100 HP).

9. *The loss of workability* is the reduction of workability level of the Insured person.

### Object Insured

10. The object insured shall be any economic interest related to accidents.

### Events Insured

11. Events insured shall be any accidents occurring to the Insured person during the period of insurance coverage (the ones listed in the conditions of the insurance security of the insurance policy).

12. An accident shall be considered any immediate, unexpected event, during which an external physical power (including chemical, thermal, toxic gas or other physical affect) affects the body of the Insured person against his/her will and causes damage to the latter's health or results in the death of the Insured person.

Casual acute, medium or serious intoxication of the Insured

person with food, medications, chemicals, gases, vapours, poisonous plants or fungus shall be also considered accidents, if caused against the Insured person's will.

### Events uninsured

13. An event shall be regarded as uninsured, if:
- a) The Insured person committed a suicide (except for the case established by the law), attempted to commit a suicide, injured or poisoned himself/herself;
  - b) The Insured person took part in fights and/or initiated the same (with the exception of cases when limits of indispensable defense were not exceeded or employment of physical power was directly related to fulfillment of official duties);
  - c) An accident occurred due to activities of the Insured person adjudicated by a court to be an intended crime or intended administrative offence, bringing the Insured person to administrative or criminal responsibility as well as if the Insured person is arrested due to criminal (suspicious criminal) actions and if the Insured is in custodial establishment;
  - d) The Insured person was abusing alcohol, toxic materials, drugs or other psychotropic materials, or took medicine with strong effect without relevant prescription of a doctor, and this had a causal link with occurrence of an accident;
  - e) An accident occurred when the Insured person was operating a self-propelled vehicle with the internal combustion engine or electrical engine without a proper valid driver's license or in the state of alcohol abuse (alcohol concentration in blood exceeded the limits fixed in enactments of the Republic of Lithuania), drug or toxic abuse;
  - f) An accident occurred when the Insured person transferred operation of the vehicle to the person without a proper license or in the state of alcohol, drug or toxic abuse or if the Insured person has deliberately (i.e. if the Insured person knew/should have known the fact) driven in a motor vehicle operated by a person without a proper valid driver's license or in the state of alcohol abuse;
  - g) An accident was caused by nuclear power effect, war, military training actions, introduction of war or emergency situation, revolution, rebel, riots, mass commotion, sabotage while the Insured person carries out military service in the army or in any other similar formation;
  - h) An accident occurred when the Insured person was taking part in any type of sports, training activities or competitions (see definition of „sport activities“, Clause 6 of the General provisions), and during high-level risk leisure time spending (see definition of „a high-level risk leisure time“, Clause 7 of the General provisions), unless the insurance contract provides for otherwise (the information about sport activities and/or the high-level risk leisure time activities, indicated in the application for the insurance policy, is not regarded to be the arrangement on insurance of events, experienced during sport activities and/or a high-level risk leisure time activities);
  - i) An accident occurred due to chronic, inborn and degenerative diseases; inborn and/or acquired bodily defects, except for the disfigurements caused by another event insured during the period of this

insurance coverage;

- j) Health of the Insured person broke down or the Insured person died due to a communicable disease or other diseases unrelated to any accident, except for the cases of rabies and/or tetanus;
- k) Health of the Insured person broke down or he/she died due to an operation, treatment or other medical procedures, with the exception of cases when such procedures were applied to treat health disorders caused by the event insured;
- l) An accident was caused by a reactive condition (state of affect), psychic trauma, illness or any other psychic disorder;
- m) An accident after which the order treatment or the orders of the doctors were not observed.

### Sum insured

14. The sum insured is the amount of the sum, indicated in the insurance policy and equal to the maximum amount of the sum of all the insurance amounts payable to the Insured person in accordance to the specific conditions of insurance security per one Insured person.

15. An individual sum insured shall be fixed for each provision for payment of insurance indemnities applied to a particular insurance contract.

16. Amounts of the sum insured shall be fixed upon mutual agreement between the Policyholder and Insurer, and indicated in the insurance policy, accordingly.

17. If not indicated in the insurance contract differently, the amounts of insurance, indicated in the insurance policy, are equal to all the persons Insured.

### Limits and Territory of Insurance Coverage

18. The scope of insurance shall cover the events insured all over the world, unless otherwise stipulated in the insurance contract.

19. Insurance coverage is valid 24 hours per day, unless otherwise stipulated in the insurance contract.

### Pre-contracting obligation of the parties and the Procedure of Contracting for Insurance

20. In order to conclude the insurance contract, the Policyholder shall submit to the Insurer an application of a stipulated form (hereinafter – “the Application”). The Application may be not submitted if the Policyholder provides to the Insurer the information considered to be sufficient for the evaluation of the insurance risks by the Insurer.

The Insurer has the right to request for additional documents and information about the persons to be insured.

21. Prior to entering into the insurance contract, the Policyholder shall:

21.1. provide to the Insurer all the known information about the Policyholder and the persons to be insured:

21.1.1. whether the person to be insured is disabled, affected by mental illness, in

- need of permanent care or acknowledged by a court to be legally incapable;
  - 21.1.2. whether the person to be insured intends to engage in sports activities or the activities of leisure time of increased risk during the period of the contract validity;
  - 21.1.3. whether there any accident insurance contracts concluded or are intended to be concluded for benefit of the person to be insured. This requirement shall not be applied to employers contracting for insurance of groups of employees.
  - 21.2. provide the Insurer with the known information about the circumstances that may have critical influence on the probability of the insured event and the amount of losses of such an event (insurance risk), if such circumstances are not and should not be known to the Insurer.
22. The critical circumstances the Insured person must inform the Insurer about are as follows:
- 22.1. information about the risk in the Application, if such an Application is filled by the request of the Insurer;
  - 22.2. other information to be submitted in writing by the request of the Insurer;
  - 22.3. information about any other insurance contracts on the same object if such will be applicable along with the insurance contract to be entered into.
23. The Insurer shall propose the terms and conditions of the insurance on the basis of information and documents submitted by the Policyholder and received during the inspection of workplace and conditions (if applicable).
24. The Policyholder may enter into the insurance contract for the benefit of the third party (the Beneficiary). All the obligations indicated in these regulations and in the insurance contract shall be retained by the Policyholder.
25. The insurance contract shall be formalized by either:
- 25.1. signing the insurance policy of a particular form by the contracting parties; or
  - 25.2. signing the insurance policy by the Insurer and by paying the insurance premium, indicated in the insurance policy, or the first installment of the premium in terms, indicated in the insurance policy, by the Policyholder.
26. In the event that prior to concluding the insurance contract, the Policyholder (Applicant) knowingly submitted to the Insurer untrue information, the Insurer shall be entitled to request to invalidate the contract.
27. The Policyholder (Applicant) shall be entitled to:
- 27.1. familiarize with these Regulations and get a copy thereof;
  - 27.2. refuse to conclude the insurance contract without specifying the grounds.
28. The Insurer shall be obligated to:
- 28.1. familiarize the Policyholder (Applicant) with these Regulations and give a copy thereof;
  - 28.2. to issue to the Policyholder an insurance policy or other documents, corroborating conclusion of

the insurance contract.

29. The Insurer shall have the following rights:
- 29.1. to request the Policyholder (Applicant) to provide to the Insurer true information about the persons to be insured;
  - 29.2. to refuse entering into the insurance contract without indication of any reasons;
  - 29.3. to inspect the enterprise, the employees/offices of which are requested to be insured.

### **Period of Insurance Contract and Insurance Premium. Suspension of Insurance Cover**

30. The validity period of the Insurance contract is indicated in the Insurance Policy.
31. The insurance premium and the schedule for its payment (Insurance premium) shall be indicated in the insurance contract.
32. The insurance premium or any part thereof shall be considered paid in, when a relevant amount is included in the Insurer's bank account or paid to a cash register of the Insurer, unless the insurance contract provides for otherwise.
33. The insurance contract shall expire:
- 33.1. Upon expiration of the insurance period indicated in the insurance policy (the insurance contract ends on 00:00 hours of the date, stated in the insurance policy as the due date of the insurance);
  - 33.2. If the Insurer (legal entity) is liquidated and there is no successor to his rights and obligations;
  - 33.3. If the parties mutually agree thereof in writing or if the validity is terminated in the order, established by the law or these regulations;
  - 33.4. When the Insurer pays down all insurance indemnities set forth in the insurance contract. If the insurance contract is concluded for the benefit of a group of insured persons, the insurance contract shall expire only with respect to the Insured person, who has been paid all insurance indemnities falling due;
  - 33.5. When the Insured person dies or the insured working position is terminated. If the insurance contract is concluded for the benefit of a group of insured persons, the insurance contract shall expire only with respect to the diseased Insured person or if the insured working position is terminated;
  - 33.6. If there are any other reasons for the concluding of the liabilities established by the Civil Code.

34. If the Policyholder fails to pay in premiums or any part thereof within a period established in the insurance contract. In this case, the Insurer shall give a written notice to the Policyholder on the latter's obligation to pay in the insurance premium in 15 days, and to indicate that the failure to fulfill this obligation by the Policyholder until the fixed deadline will result in withholding his liabilities to pay the Insurance indemnity (further – the withholding of the insurance security). If the withholding of the insurance security lasts for over 3 months, then the Insurer has the right to terminate the validity of the contract ex part. In this case the Insurer having terminated the validity of the

contract ex part. In this case the Insurer having terminated the validity of the insurance contract for this reason has the right to the insurance premium unpaid, falling for the period of validity of the insurance security.

35. If the event insured shall occur during the period of withholding the insurance security, then the Insurer will not be obliged to pay the insurance indemnity.

36. If the insurance contract indicated the Beneficiary, then all the notices described in this Article shall be send also to the Beneficiary appointed by the insurance contract.

37. If the insurance contract is concluded as indicated in Par. 23.1 of these insurance regulations, and the insurance premium or a part thereof is not paid in terms, indicated in the insurance policy, then the Insurer shall not pay the insurance indemnities for the events insured which have occurred until the day of actual payment of the insurance premium or the first part thereof.

If the insurance contract is concluded as indicated in Par. 23.1 of these insurance regulations, and the insurance premium or a part thereof is not paid in terms, indicated in the insurance policy, then the insurance contract is terminated automatically without the notice issued by the Insurer on the next day after the day of actual payment of the insurance premium or the first part thereof.

Upon expiration of term or termination of the insurance contract, the obligation of the Policyholder to pay the insurance premiums for the period of contract validity stays intact.

### **Provisions for Amending and Terminating the Insurance Contract**

38. Terms and conditions of the insurance contract might be amended upon a written agreement between the Insurer and the Policyholder. Amendments of the insurance contract shall be formalized in annexes to the insurance contract. The amendments shall come into force from the date indicated in a relevant annex.

39. The Policyholder has the right to terminate the validity of the insurance contract at any time. When the insurance contract is terminated upon the Policyholder's initiative, the latter shall be refunded insurance premiums for the remaining period of insurance after deducting insurance contract conclusion and performance costs (up to 35% of the amount of the refundable premiums) and indemnities paid down according to this insurance contract. If the insurance object has disappeared not due to the insured event, the Policyholder shall be refunded insurance premiums for the remaining period of the insurance contract.

40. The Insurer has the right to terminate the validity of the insurance contract in case in critical breaches of the conditions of the insurance contract or upon the radical change of circumstances. The critical breaches of the conditions of the insurance contract or the radical change of circumstances upon which the validity of the insurance contract can be terminated is as follows:

40.1. failure to pay the insurance amount in full or in part on time. In such case the contract is

terminated as stated in Clauses 33.6-36;

40.2. failure to inform about the increased risks;

40.3. failure to inform about any other insurance contracts for the same object and for the same events. The contract can only be terminated for this cause in the order indicated by court in accordance with the claim of the interested party.

The insurance contract is terminated upon the Insurer having sent the notice to the Policyholder thereof. In case the Beneficiary is also indicated, then the Insurer will also send notice about the termination of the contract to the Beneficiary.

41. The Policyholder has the right to change the person indicated as Beneficiary in the insurance contract with another person except for the exceptions indicated in laws and in the contract having notified the Insurer thereof in writing.

42. If the Beneficiary was appointed with the agreement of the person Insured, then the Beneficiary can only be changed upon the agreement of the person Insured.

43. The Beneficiary can not be changed with another person, if he has fulfilled any obligations in connection to the insurance contract or if he has submitted the request for the Insurer to pay the insurance indemnity.

44. The Beneficiary has the right to request for the insurance contract to be fulfilled by the Beneficiary if the Policyholder has failed to fulfill the contract and the Beneficiary has submitted the request for the Insurer to pay the insurance indemnity.

### **Contractual Rights and Obligations of the Parties**

45. The person Insured obliges to pay the insurance installments or the parts thereof on time.

46. The Policyholder (Applicant) shall have the following obligations:

46.1. To provide the Insurer with the correct information related to the insurance contract;

46.2. To provide the Insurer with the information about any other insurance contracts signed for the same object;

46.3. To maintain the means of risk decrease and safety indicated in the insurance contract through the period of validity of the insurance contract;

46.4. To inform the Insurer about changes in the insurance risk within five business days (unless the insurance contract provides for otherwise).

47. If the insurance risk has increased, then the Insurer has the right to request changes to the conditions of the insurance contract or increase of the insurance premium. If the Policyholder refuses to change the conditions of the insurance contract or pay an increased amount of the insurance premium, then the Insurer has the right to address the court with the request for termination of the validity of the insurance contract or for the change due to the critical change of circumstances. Failure to inform the Insurer about the increase of risk is considered the breach of the insurance contract, and the Insurer has the right to terminate the contract agreement, as indicated in Clause

39 of the insurance regulations thereof, and to decrease the insurance indemnity or to refuse payment of the insurance indemnity at all, if the reason for the event insured or the losses increased is the circumstances not communicated to the Insurer which caused the increase of the insurance risk.

48. The Insurer shall have the following obligations:

- 48.1. To issue a duplicate of the insurance policy or other documents proving conclusion of the insurance contract subject to a request and related payment of the Policyholder.
- 48.2. To pay down insurance indemnities upon occurrence of the event insured and in accordance to the schedule, terms and conditions indicated in the insurance contract.

49. Upon occurrence of the event insured, the Policyholder, Insured person or any other person authorised by them shall have the following obligations:

- 49.1. To give a prompt notice to the Insurer, but no later than in 10 business days after the event insured (or occurrence/establishment of its consequences, if they occurred or were established later);
- 49.2. To inform the Insurer about the death of the Insured person in a result of the event insured within 20 business days, despite giving a prior notice about the event insured;
- 49.3. To maintain and submit the Insurer all and correct documents related to the event insured;
- 49.4. To provide the Insurer or its authorized representative with an opportunity to investigate the causes, consequences and circumstances of the event without any restrictions.

50. Upon occurrence of the event insured, the Insurer shall be entitled to delegate doctors assigned by the Insurer to examine the state of health of the Insured person.

### **The Schedule for Payment of Insurance Indemnity**

51. When the Insurer receives the documents necessary to determine the causes, circumstances and consequences of the event insured and to calculate the insurance indemnity, the Insurer shall pay down the indemnity latest in 30 days from the date of receipt of the official documents from the Policyholder, the Insured person and the state governing institutions (or other parties involved in the event).

52. The Insurer shall be entitled to withhold payment of indemnity until:

- 52.1. the Policyholder provides with the required additional documents substantiating the event insured or its consequences, or medical opinion of the assigned doctors;
- 52.2. if the process related to the event insured has been started, until the end of the process or its suspension.

### **Restrictions Applied to Payment of Indemnities**

53. Insurance indemnity shall not be paid down for uninsured events.

54. The amounts of the insurance premium payable can be

discounted from the amount of the insurance indemnity calculated, the payment term of which is due, unless provide differently in the insurance contract.

55. The Insurer shall be entitled to reduce or disallow the insurance indemnity in the following cases:

- 55.1. The Policyholder hid or submitted incorrect information, which might condition a decision of the Insurer to enter into insurance contract or determine terms and conditions thereof;
- 55.2. The Policyholder failed to inform the Insurer about the event insured, except for cases, when it is proved, that the Issuer has learned about the event on time, or in case when the non-information about the event insured has no influence on the obligation of the Insurer to pay the insurance indemnity;
- 55.3. Documents provided by the Policyholder /Insured person/Beneficiary are insufficient to determine the date, seriousness and circumstances of the event insured; and also when the critical data provided for the Insurer are misleading and thus influencing the calculation of the size of the indemnity;
- 55.4. The Policyholder or Insured person impedes or prevents the Insurer from getting familiar with medical documentation of the Insured person or examine the state of health of the latter;
- 55.5. The Policyholder violated other provisions laid down in other paragraphs of Clause 48.2;
- 55.6. In other cases applicable by the legal acts.

### **Fines Imposed for Violations of the Insurance Contract**

56. The parties shall be subjected to payment of fines for delayed fulfillment of their pecuniary obligations in the procedure prescribed by laws of the Republic of Lithuania.

### **Notices**

57. Notices of the parties to the insurance contract to be forwarded by the parties to each other shall be delivered in writing as follows:

- 57.1. Personally at the registered address of the Policyholder and Insurer, as indicated in the insurance policy or notices by the parties on changes in their registered addresses;
- 57.2. By registered mail at the registered addresses of the Policyholder and Insurer, as indicated in the insurance policy or notices by the parties on changes in their registered addresses;
- 57.3. By fax number, indicated in the insurance policy in the notice of the parties regarding the change of the fax number;
- 57.4. By email, indicated in the insurance policy in the notice of the parties regarding the change of the email address.

58. The notice about the termination of the insurance agreement must be delivered with signing to the other party or mailed via the registered mail.

59. A notice shall be considered delivered to the Insurer on the date, when the Insurer marks receipt of the notice (document). If notices of the Insurer and Policyholder are

sent by mail, the date of receipt of the notice shall be determined according to the official postal stamp affixed by the post office entitled to affix the same. In cases of missing evidences on receipt of documents by post, periods shall be determined according to the date of dispatch (adding a normal period of time required to receive a notice), as approved by the official stamp of the post office.

60. Losses for the delayed notice shall be covered by the party failing to fulfill this obligation.

61. The parties of the insurance contract must inform the other relevant party about the changes of its headquarters, fax number or email at once. If the parties fail to fulfill this duty, then the notices are sent by the last address available to the party and they are considered to be delivered. Refusal to accept the notice or to sign its reception is held equal to the reception of the notice.

### **Obligation to Keep Information Confidentially**

62. Information provided to the Insurer by the Policyholder and/or the Insured person should be kept confidentially and used exclusively for the purposes set forth by Law on Insurance.

63. Information related to the Policyholder and/or Insured person might be disclosed:

- 63.1. To courts, law enforcement and other authorities in cases provided for by laws;
- 63.2. To court, arbitral court, agent, other persons, participating in the settlement of disputes between the Policymaker and the Insurer;
- 63.3. To re-insurers, employees of the shareholder companies of the Insurer;
- 63.4. To the experts hired by the Insurer;
- 63.5. Upon a written consent or request of the Policyholder, Insured person and/or the Beneficiary.

### **Final provisions**

64. If the insurance amounts, franchise, installments or other amounts payable are indicated in currency other than Litas, then the relevant payments in connection to the insurance contract are made in Litas with the currency exchange rate for the payment day, officially established by the Bank of Lithuania of Litas and the relevant foreign currency.

65. The transfer of rights and obligations of the Insurer to other (s) Insurer (s) is only allowed in the order, established by the legal acts. If the Policyholder does not agree with the intended transfer of rights and obligations in connection to the insurance agreement by the Insurer to another (s) Insurer (s), then the insurance contract is terminated with the same conditions as if terminating the insurance contract validity prior to the term agreed. If the Policyholder does not agree with the intended transfer of rights and obligations in connection to the insurance agreement by the Insurer to another (s) Insurer (s) and he/she also does not express his/hers wish to terminate the insurance contract, then the validity of the insurance contract is terminated after the Insurer sends the relevant notice to the Policyholder.

66. Disputes between the parties to the insurance contract

shall be settled in the procedure stipulated by laws of the Republic of Lithuania.

67. In cases not specified in the Regulations herein, the parties to the insurance contract shall act in compliance with laws of the Republic of Lithuania.

68. Entering into the contract the parties thereto may supplement the present Regulations. Any amendments of the provisions of the Regulation herein shall be legalized by inserting relevant provisions into the insurance contract or its annexes. Changes to the valid contract shall also be legalized in annexes.

## **Condition No. 201 for Payment of Insurance Indemnities DEATH**

201.1. Insurance indemnity shall be paid down in case of the Insured person's death caused by bodily injuries incurred during the event insured, provided the death occurs within a period of one year after the date of the accident.

201.2. In case the Insured person dies due to the event insured, the insurance indemnity shall be paid down in the amount indicated in the insurance policy for the case of death. If the Insured person has already been paid insurance indemnities due to disability (Condition No. 202) or traumas (Condition No. 203), for payment of insurance indemnities caused by the same event, which resulted in the death of the Insured person, the said indemnities shall be deducted from the insured sum to be paid for the death of the Insured person.

201.3. Upon occurrence of the event insured (death), the Policyholder or Insured person should apply to the Insurer with a request to pay down the insurance indemnity and submit the following documents:

- a) Insurance policy (duplicate);
- b) An application indicating the date and nature of the event insured;
- c) Statement of workmen's compensation, if such statement has been drawn;
- d) Statement of the event issued by a policy office, if such statement has been drawn;
- e) Certificate of death (or its copy certified by a Notary Public);
- f) Documents of a medical establishment proving the existence of the event insured;
- g) Assignment of the Policyholder or Insured person to receive indemnity in case of the Insured person's death, if such assignment has been signed separately.

201.4. The Insurer may claim for other documents, not listed in Art. 201.2 of the Insurance Regulations herein, at its own discretion, if such documents are required to justify the insurance indemnity and determine its amount.

201.5. The insurance amount in case of death due to the event insured is paid to the Beneficiary.

201.6. If the Insured person dies due to willful acts of the

Beneficiary indicated in the insurance policy (alleged by a court), the insurance indemnity shall not be paid down to the Beneficiary. In this case, a share of the insurance indemnity falling due to the guilty person shall be paid down to other beneficiaries. In case the Insured person had failed to indicate other beneficiaries, the insurance indemnity shall be paid down to the Insured person's heirs at law.

201.7. If the Insured person dies due to willful acts of the heir at law (as alleged by a court), the share of the insurance indemnity falling due to such heir shall be paid down to other heirs at law of the Insured person.

## Condition No. 202 for Payment of Insurance Indemnities DISABILITY

202.1. Insurance indemnity shall be paid down in case of the Insured person's disability (or loss of working capacity) caused by bodily injuries incurred during the event insured, provided the Insured person becomes disable (loses working capacity) within a period of one year after the date of the accident.

Long-term disability (or loss of working capacity) shall be the disability which lasts for the period of at least 1 year. Long-term disability (or loss of working capacity) shall be deemed to be permanent after its extension up to 2 years or longer period.

202.2. If the Insured person's disability (or loss of working capacity) has been caused by the event insured, the lump-sum insurance indemnity shall be paid. The size of the insurance indemnity to be paid shall be expressed in per cents calculated from the sum insured indicated in the insurance policy in case of disability and is equal to:

- a) In case of permanent disability (or loss of working capacity) — to the level of lost capacity for work established by Disability and Working Capacity Establishment Service or other competent institution.
- b) In case of long-term disability (or loss of working capacity) — 1/3 of the level of lost capacity for work established by Disability and Working Capacity Establishment Service or other competent institution.

If the experts of the Insurer have no doubts due to the extension of the long-term disability (or loss of working capacity), the insurance indemnity payable in case of the permanent disability (or loss of working capacity) might be paid.

- c) In case of disability of children younger than 18 years old — depending on the level of disability established by Disability and Working Capacity Establishment Service or other competent institution:
  - level of light disability — 40%,
  - level of average disability — 70%,
  - level of severe disability — 100%.

The insurance indemnity shall be paid in accordance with the level of disability or lost capacity for work which has

been established on date of insurance indemnity payment.

202.3. Unrecoverable loss of the organ's function shall be established at least 6 months and maximally 12 months after the date of the event insured. However, if unrecoverable loss of the organ's function is absolutely doubtless, the insurance indemnity shall be paid down before the established deadline.

202.4. Upon occurrence of the event insured, the Policyholder or Insured person should apply to the Insurer with a request to pay down the insurance indemnity and submit the following documents:

- d) Insurance policy (duplicate);
- e) An application indicating the date and nature of the event insured, character and duration of inpatient or outpatient treatment;
- f) Statement of workmen's compensation, if such statement has been drawn;
- g) Statement of the event issued by a policy office, if such statement has been drawn;
- h) Certificates issued by a medical establishment;
- i) Certificate of disability / working capacity.

202.5. The Insurer may claim for other documents, not listed in Art. 202.4 of the Insurance Regulations herein, at its own discretion, if such documents are required to justify the insurance indemnity and determine its amount.

202.6. The insurance amount in case of disability due to the event insured is paid to the Beneficiary.

## Condition No. 203 for Payment of Insurance Indemnities TRAUMAS

203.1. Insurance indemnity shall be paid down for bodily injuries of the Insured person incurred during the event insured.

203.2. Amount of the insurance indemnity for a trauma incurred during the event insured shall be expressed in per cents calculated from the sum insured indicated in the insurance policy in case of traumas and shall be fixed according to the Table in Annex No. 1 to this Condition for payment of insurance indemnities.

203.3. The insurance indemnity paid down with regard to one or several events insured may not exceed 100% of the sum insured. Accordingly, the insurance indemnity paid down with regard to all injuries of one part of the body may not exceed the insurance indemnity paid down in the case of loss of this part of the body.

203.4. If the trauma suffered is not included in the Table, presented in Annex No. 1 of the insurance regulations thereof, no indemnity shall be paid.

203.5. Upon occurrence of the event insured, the Policyholder or Insured person should apply to the Insurer with a request to pay down the insurance indemnity and submit the following documents:

- a) Insurance policy (duplicate);
- b) An application indicating the date and nature of

- the event insured, character and duration of inpatient or outpatient treatment;
- c) Statement of workmen's compensation, if such statement has been drawn;
- d) A copy of sick-leave, if it has been issued;
- e) Statement of the event issued by a police office, if such statement has been drawn;
- f) Certificates issued by a medical establishment;
- g) X-ray or its description in cases of bone fractures.

203.6. The Insurer may claim for other documents, not listed in Art. 203.4 of the Insurance Regulations herein, at its own discretion, if such documents are required to justify the insurance indemnity and determine its amount.

203.7. The insurance amount in case of trauma due to the event insured is paid to the Beneficiary.

## Condition No. 204 for Payment of Insurance Indemnities HOSPITAL CASH

204.1. Hospital cash shall be paid in cases when the Insured person is put to the hospital for inpatient treatment due to bodily injuries incurred during the event insured.

204.2. Hospital cash for each day in hospital shall be equal to the sum insured indicated as daily hospital cash in the insurance policy.

204.3. Hospital cash shall not be paid in cases when inpatient treatment takes less than 3 sequential days.

204.4. Hospital cash shall be paid maximally for 30 days with regard to one accident.

204.5. Hospital cash shall be paid maximally for 90 days with regard to all accidents during the period of insurance.

204.6. Upon occurrence of the event insured, the Policyholder or Insured person should apply to the Insurer with a request to pay down the insurance indemnity and submit the following documents:

- a) Insurance policy (duplicate);
- b) An application indicating the date and nature of the event insured, character and duration of inpatient or outpatient treatment;
- c) Statement of workmen's compensation, if such statement has been drawn;
- d) Statement of the event issued by a policy office, if such statement has been drawn;
- e) Medical certificates proving the fact of inpatient treatment.

204.7. The Insurer may claim for other documents, not listed in Art. 204.5 of the Insurance Regulations herein, at its own discretion, if such documents are required to justify the insurance indemnity and determine its amount.

204.8. The insurance amount in case of trauma due to the event insured is paid to the Beneficiary.

## Condition No. 205 for Payment of Insurance Indemnities DAILY ALLOWANCE

205.1. Daily allowance shall be paid in cases, when the Insured person temporary loses workability due to bodily injuries incurred during the event insured.

205.2. Daily allowance for each day, when the Insured person is incapable to work, shall be equal to the sum insured indicated as daily allowance in the insurance policy.

205.3. Payment of daily allowance starts from the date of the accident, but in any case, earliest on the date when the Insured person starts receiving medical care. Daily allowance shall be paid for all days when the Insured person is incapable to work, weekends and holidays included.

205.4. Daily allowance shall not be paid in cases when incapability to work lasts less than 7 sequential days.

205.5. Daily allowance shall be paid maximally for 60 days with regard to one accident.

205.6. Daily allowance shall be paid maximally for 180 days with regard to all accidents during the period of insurance.

205.7. Upon occurrence of the event insured, the Policyholder or Insured person should apply to the Insurer with a request to pay down the insurance indemnity and submit the following documents:

- a) Insurance policy (duplicate);
- b) An application indicating the date and nature of the event insured, character and duration of inpatient or outpatient treatment;
- c) Statement of workmen's compensation, if such statement has been drawn;
- d) Statement of the event issued by a policy office, if such statement has been drawn;
- e) A copy of sick-leave.

205.8. The Insurer may claim for other documents, not listed in Art. 205.6 of the Insurance Regulations herein, at its own discretion, if such documents are required to justify the insurance indemnity and determine its amount.

205.9. The Insurer shall be entitled to disallow payment of daily allowance, unless incapability to work is justified by medical opinion of doctors.

205.10. The insurance amount in case of trauma due to the event insured is paid to the Beneficiary.

## Special Condition No. 301 INSURANCE AT WORK

301.1. Insurance shall cover only such accidents, which take place, when:

- a) the Insured person was doing a job at the employer's behest;
- b) the Insured person was performing other tasks related to the work process at the employer's behest or during a business trip;
- c) the Insured person attended training organised by the employer;
- d) the Insured person was staying at his/her office, in the premises of the enterprises or in its territory to take rest, lunch or during special breaks;
- e) the Insured person was arranging his/her office during business hours, before or after them;
- f) the Insured person was going to or out of work, in case the Policyholder drew a statement on investigation of an accident and included it into report, Form N-2.

## Special Condition No. 302 LIMITED NUMBERS OF DEATH COMPENSATIONS

302.1. Insurance shall cover the number of deaths caused by the events insured exclusively as indicated in the insurance policy. This means, that insurance indemnity in case of death shall be paid down only in cases of the first deaths of the indicated number thereof.

## Special Condition No. 303 DEATH THROUGH CONTAMINATION WITH CONTAGION

303.1. The Insurance security applies, if the Insured person catches contagious disease due to bite/sting of snakes, mammalia, bugs (including mites) and there is objective data present that the contamination took place during the period of the insurance contract validity.

303.2. The Insurance security applies, if the first symptoms of the disease appear after the maximum latency period of the particular contagion from when the insurance contract comes into force, but not shorter than 10 days.

303.3. When the contract of insurance against accidents is renewed on the same conditions, among which the special condition No. 303 was indicated, the Article 303.2. does not apply.

304.1. In case the Insured person dies due to the contagious disease carried by snake, mammal or bugs, the insurance indemnity shall be paid down in the amount indicated in the insurance policy for the case of death. In other cases the insurance indemnity shall be expressed in per cents calculated from the sum insured indicated in the

insurance policy in case of traumas and shall be established taking into account the period of inpatient treatment due to contamination with contagion:

- a) when the inpatient treatment lasts for 3 to 7 days – 5%
- b) when the inpatient treatment lasts for 8 to 15 days – 10%
- c) when the inpatient treatment lasts for 16 and more days – 15%

The insurance indemnity paid in accordance with this clause shall be deducted from the insurance indemnity to be paid due to the same event in accordance with Condition No. 202 for Payment of Insurance Indemnities (disability).

303.4. The Insurance security does not apply, if the Insured person catches contagious disease distributed via venereal, par-enter ways or through the air/drops or with the complications thereof.

## Special Condition No. 304 MINOR TRAUMAS

This Special condition may only apply together with the Insurance security condition No. 203 (trauma)

304.1. The Insurance indemnity shall be paid in cases, when the Insured person loses workability due to bodily injuries, not included in the Insurance security condition 203 Appendix No. 1:

- a) straining of the ligament of any part of the body when the immobilization in a plaster cast or plastic splint or when the Insured person was incapacitated (unable to attend education institution) for 10 days or more;
- b) bruising any part/organ of the body, when the person Insured was incapacitated (unable to attend the education institution) for 3 days or more;
- c) acute poisoning, when the Insured person needed the inpatient treatment for more than 7 days and outpatient treatment for 3 to 7 days;
- d) finger/toe wounds with lesion of the nail, when the Insured person was incapacitated (unable to attend the education institution) for 3 days or more;
- e) dislocation of fingers/toes, finger tendons, damaging finger/toe nerves, when the Insured person was incapacitated (unable to attend the education institution) for 3 days or more;
- f) traumatic asphyxia, injury caused by electrical current (electrical systems, equipments, atmospheric discharge), snake bite, mammal bites etc., if they cause a need for inpatient treatment for 3 to 7 days (except for cases when the treatment is required due to contamination with contagion).

304.2. Amount of the insurance indemnity due depends on the insurance amount, indicated in the Insurance contract, and it is expressed in per cents calculated from the sum insured indicated in the insurance policy per case:

- a) If the person Insured was disabled (unable to attend the education institution) due to the

- event insured for the period up to 10 days: 1%, but no more than 300 Litas will be paid -1%;
- b) If the person Insured was disabled (unable to attend the education institution) due to the event insured for the period of 10 days or more, 2% will be paid.

304.3. Lesion of the soft tissues due to which the sewing of tissues was required, but the scar remaining is less than 1,5 cm in length or 1 sq. cm in area (in the area of facial or lateral surface of the face or in the under-jaw area) or less than 5 cm in length (in the area of head covered with hair, limbs and torso), the insurance indemnity is equal to 1% from the sum insured indicated in the insurance policy in case of traumas.

304.4. When the Insurance indemnity is paid in cases, when the Insured person loses workability due to bodily injuries, not included in the Insurance security condition No. 203, no additional insurance payment is paid in connection to the special condition hereof.

## Special Condition No. 305 INSURANCE OF ALL THE EMPLOYEES

305.1. The Insurance security applies for all the Employees of the Insurer employed by the Insurer by signing the employment contracts.

305.2. All the new Employees of the Insurer are considered to be insured automatically from their employment day.

305.3. The Insurance security ceases to apply to all the fired Employees of the Insurer automatically from their dismissal day (day of terminating the work relationship).

305.4. The Policyholder will present the data to the Insurer upon the due date of the Insurance contract (or in other terms established in the Insurance contract) about the changes of numbers of employees during the last period with supporting papers, if such required by the Insurer. The Insurer recalculates the annual insurance payment in proportion to the number of the employees insured as indicated in the data submitted.

## Special Condition No. 306 INSURANCE FOR PERIODS, EXCEEDING ONE YEAR

306.1. If the insurance period exceeding one year is determined in the Insurance contract, then in the end of each current insurance year:

- a) another insurance amount or insurance payment amount (e.g. due to the changes of law, conditions of re-insurance, history of losses, inflation et al.) can be determined for the next insurance year;
- b) if the insurance rules being the basis for insurance have changed in the course of the year, then these changes come into force from the beginning of the next insurance year only. The Insurer must familiarize the Policyholder with such changes prior.

306.2. The Policyholder must inform the Insurer about any changes of Insurance conditions in writing not later than in 1 month until the end of the current insurance year.

306.3. In case of absence of notices about changes of the insurance conditions, the insurance policy for the next year is valid with the same conditions as in the previous one, and the insurance payment is paid in the amount and terms being the same as in the previous insurance year.

306.4. If the Policyholder does not agree with the changes of the Insurance contract, then the insurance contract is terminated since the end of the current insurance year and the Policyholder is returned all the paid insurance payment for the remaining period of validity of the insurance contract, having the Insurer in prior notified by the Policyholder in writing. Otherwise the insurance contract can be terminated, as established in the General provisions of these insurance regulations.

306.5. If the Policyholder of the Beneficiary does not inform about their disagreement with the changes to the conditions of the insurance contract until the end of the current insurance year, then the changes to the insurance contract conditions come into force as of the start of the next insurance year.

## Special Condition No. 307 RESTRICTION OF APPOINTMENT OF THE BENEFICIARY

307.1. The insurance amount is only paid to the Beneficiary indicated in the insurance contract on the case of death of the Person Insured alone.

307.2. The insurance amount is paid to the person Insured in all other cases.

## Special Condition No. 308 EXTENDED DISABILITY INSURANCE

This special condition may be applied only along with the Condition No. 202 for Payment of Insurance Indemnities (disability).

308.1. If the Insured loses more than 70% of workability (for children up to 18 years old, in case of the level of severe disability) upon occurrence of the event insured, the insurance indemnity twice larger than the indemnity specified in the Condition No. 202 for Payment of Insurance Indemnities (disability) shall be paid.

## Special Condition No. 309 EXTENSION CONCERNING THE ALCOHOL ABUSE

309.1. If the alcohol concentration in the blood of the Insured does not exceed 0.6 per mil and this is confirmed by the medical documents, it shall be deemed that the alcohol abuse had no causal relation with the occurred accident and the subparagraph 13.d) of these Insurance policy conditions of General provisions shall not be applied.