



Balcia  
i n s u r a n c e

CITY COMBO INSURANCE

TERMS AND CONDITIONS NO. LT-006.02

VALID FROM 29/03/2021

---

## ABOUT THE CITY COMBO PRODUCT

---

Feel safe with Balcia CITY COMBO Insurance!

We have created CITY COMBO insurance to provide you with financial security and support for You and Your loved ones in the event of an unexpected damage to Your property, health or other people's interests while riding Your bicycle or scooter.

### Insurance Coverage:

What is insured?	Risks to be covered?	Options with limits, EUR		
		A	B	C
Bicycle and Scooter insurance	Fire, Explosion, Bolt of lightning, Fall of manned aircraft its parts, Storm, Hail, Snow impact Fall down of trees, poles, pillars and their parts, Property damages due to illegal activities of third parties, Burglary, Robbery	1000	2000	3000
	Damages	100	200	300
Personal accidents	Death	1000	2000	3000
	Disability	1000	2000	3000
	Traumas	1000	2000	3000
	Medical expenses	250	250	250
Civil liability	Life or health of a third party	1000	2000	3000
	Damages to property of a third party	1000	2000	3000
	Litigation expenses	1000	2000	3000
	Rescue expenses	1000	2000	3000

**Insurance Coverage Territory:** Republic of Lithuania

### Your responsibility:

- To register insured Bicycle, Scooter in any of Lithuania voluntary bicycle registers
- Send to Us the photos of insured Bicycle or Scooter, taken prior any insured event.

### What to do in case of an event?

#### Property Insurance

Notify Us in writing within 7 days in case of a loss, destruction or damage of the Insured Vehicle.

#### Accident Insurance

In case of an accident, refer to a medical institution for medical assistance as soon as possible, not later than within 48 hours.

Report to us the damage or loss which You incurred no later than within 30 days or, in case of death of the Insured, not later than within 10 days from the date of the accident.

#### Civil liability insurance

Notify Us in writing, within 3 days, about an event that may result in civil liability of the Insured.

Notify Us in writing about the damage and loss incurred in at least by one of the following ways: by mail to Perkūnkiemio str. 5, LT-12129 Vilnius, by e-mail [zalos@balcia.lt](mailto:zalos@balcia.lt) or by filling the claim online at [www.balcia.lt](http://www.balcia.lt).

If it is not possible to report the event in writing, it is mandatory to inform Us by phone 19001, calling from abroad +370 5 2119 119.

Be safe and healthy!

**Balcia Insurance SE Lithuanian branch**

## CONTENT

ABOUT THE CITY COMBO PRODUCT .....	1
I. DEFINITIONS.....	4
II. PROPERTY INSURANCE.....	5
1. What Is Insured.....	5
2. What Is Not Insured.....	6
III. ACCIDENT INSURANCE .....	6
1. What Is Insured.....	6
2. What Is Not Insured.....	7
IV. CIVIL LIABILITY INSURANCE .....	7
1. What Is Insured.....	7
2. What Is Not Insured.....	7
V. PROCEDURE OF PAYMENT OF INSURANCE INDEMNITIES .....	8
1. Upon Occurrence of an Insured Event.....	8
2. Determining Damage .....	9
3. Paying Insurance Indemnities .....	9
VI. PROCEDURE OF NON-PAYMENT OR REDUCTION OF INSURANCE INDEMNITIES.....	10
1. General Non-Insured Events .....	10
2. Reduction or Non-Payment of an Insurance Indemnity .....	10
VII. GENERAL PROVISIONS.....	11
1. Insurance Contract.....	11
2. Your Rights and Duties.....	12
3. Rights and Duties of the Beneficiary .....	13
4. Our Rights and Duties .....	13
5. Procedure of Calculation and Payment of Insurance Premiums .....	13
6. Change in the Insurance Risk .....	14
7. Sum Insured.....	14
8. Other Provisions .....	14
Annex No. 1 .....	15
Annex No. 2.....	21

## DEFINITIONS

---

- 1. Accident** shall mean a sudden and unexpected event beyond the will of the Insured having happened to him/her during the validity period of the Insurance Contract when harm was done to the Insured's life or health or property.
- 2. Beneficiary** shall mean You or the Insured and, in the cases specified in the Insurance Contract, also the person appointed by the Insured who is entitled to the insurance indemnity.
- 3. Civil Liability of the Insured** shall mean cases when during the insurance period faulty actions or omission of The Insured cause damage to another person, who is not the Insured, You or Relatives, or such damage comes up consequently later.
- 4. Deductible** shall mean the sum deducted from the insurance indemnity payable to each Insured. Given the chosen Insurance Risk, the Deductible shall be indicated in the Insurance Contract as a specific amount and/ or a percentage of the amount of the loss calculated according to these Terms and Conditions. Where more than one person is insured under the same Insurance Contract, the Deductible shall be applicable to each Insured.
- 5. Insured** shall mean the person You indicated in the Insurance contract having an interest to be insured, and in favour of whom the insurance contract has been concluded.
- 6. Insurance Risk** shall mean a likely danger beyond the will of the Insured threatening financial interests of the Insured related to his/ her life, health, property or civil liability.
- 7. Policyholder or You** shall mean a natural or legal person, who applies to Us or our representative for conclusion of an insurance contract, or whom We offered to conclude an insurance contract, or who concluded an insurance contract with Us in accordance with these Terms and Conditions.
- 8. Insurer or We** shall mean Balcia Insurance SE, acting through Balcia Insurance SE Lithuanian branch.
- 9. Insurance Coverage Territory** shall mean the geographical territory in which the insurance coverage is valid if an Insured Risk occurs. The Insurance Coverage Territory shall be indicated in the Insurance Policy.
- 10. Insured Event** shall mean an event specified in the Insurance Contract upon occurrence of which We must pay the insurance indemnity. The Insured Events shall be deemed to be only such events which occur in the Insurance Coverage Territory specified in the Insurance Contract during the insurance coverage period.
- 11. Terms and Conditions** shall mean our prepared standard terms and conditions of the Insurance Contract that are available online at [www.balcia.lt](http://www.balcia.lt).
- 12. Sum Insured** shall mean the sum of money specified in the Insurance Contract or the amount of money calculated in accordance with the procedure prescribed in the Insurance Contract, which the insurance indemnity amount cannot exceed. The Sum Insured shall be set separately for each Insured and each selected Insurance Risk.
- 13. Intoxication** shall mean a condition when the Insured is intoxicated with alcohol, toxic, narcotic, psychotropic or other psychoactive substances, including potent drugs and drugs the use of which does not allow him/her to engage in certain activities. For the purposes of these Insurance Terms and Conditions, a person will be considered as not intoxicated when having tested him/ her, his/ her blood alcohol content does not exceed 0.4 per mille.
- 14. Vehicle** shall mean insured bicycle (including electric bicycle) or scooter (including electric scooter) without additional equipment, e.g. lights, video equipment, child seats, holders, and alike.
- 15. Relatives** shall mean the following persons:
  - 15.1. Spouse or a cohabiting person sharing household;
  - 15.2. Older than 10 years old own or adopted children, grandchildren and their spouses or cohabitants;
  - 15.3. Parents or adoptive parents and grandparents;
  - 15.4. Siblings or adoptive siblings.
- 16. Extreme activities** shall mean participation in and preparation for participation in races or other competitions, participation in vehicle trials and tests, stunts (dawn hill, freeride, parkour, etc.) and any other health or life-threatening extreme sport or leisure activity, which requires special physical, mental abilities and training, using special equipment and / or doing various physical tricks, where the safety of the athlete depends on his / her abilities and preparation only in part, when the risk is affected by the environment where sport is practiced and/ or natural forces that are used in the sport (wind, waves, snow, etc.)
- 17. Pathological Fracture** shall mean a bone fracture suffered due to pathological changes in the bone structure (including cases when the fracture itself was caused by the impact of external physical force).
- 18. Recurrent Fracture** shall mean a fracture of a bone that has not healed completely at the place of a previous fracture.
- 19. Sport Competitions and Trainings** shall mean any sports which are your primary occupation or preparation to participate in sporting competitions and participation therein, as well as participation in European or World level championship.

## II. PROPERTY INSURANCE

### 1. What Is Insured

1.1. Property Insurance shall cover property interests related to Insured's and his relatives sudden, unexpected loss, damage or destruction of the insurance object - legally acquired **Vehicle**, which (all conditions apply):

- 1.1.1. According to applicable laws of the Republic of Lithuania is not a subject to mandatory registration; and
- 1.1.2. Is registered in any voluntary Lithuanian bicycle and/or scooter registry, confirming it by sticker with unique identity code; and
- 1.1.3. According to producer's specification scooter cannot exceed speed limit of 25km/h; and
- 1.1.4. Is owned by You or Your Relatives; and
- 1.1.5. Is not used for commercial purposes; and
- 1.1.6. Is not self-made Vehicle; and
- 1.1.7. Is neither a Velomobile nor fully enclosed bicycle; and
- 1.1.8. Is not used for participation in Sport competitions and trainings; and
- 1.1.9. Is indicated in Insurance Policy.

#### Risk of destruction

1.2. We shall pay the Insurance Indemnity in the event of damage to Vehicle if it happens due to one of the following causes:

- 1.2.1. **Fire** - unexpected and uncontrolled burning with an open flame that started from the places not meant or meant for fire and continued spreading further including impact of the fire smoke, soot and fire extinguishing equipment (water, foam, etc.).
- 1.2.2. **Explosion** - gas or steam outburst based on a sudden force expression.
- 1.2.3. **Bolt of lightning** (also ball lightning) – direct impact of lightning on the insurance object causing damage.
- 1.2.4. **Fall of a manned aircraft, its parts or cargo** – direct fall of the manned aircraft or drone, its parts or cargo on the insurance object.
- 1.2.5. **Storm** – We shall cover the losses for damage to the Vehicle due to the storm by downfall of trees, poles, building constructions and other items are also indemnified.
- 1.2.6. **Hail** – atmosphere precipitation in a form of ice pellets.
- 1.2.7. **Snow impact**, meaning losses as regards damage to the Vehicle by snow impact on the building roofing or constructions, provided that the sheet of snow has been caused by continuous, heavy snow and the damage to roofing or constructions.

#### Risk of illegal third-party actions

1.3. We shall pay the Insurance Indemnity in the event of illegal activities of third parties, resulting in:

- 1.3.1. **Damages** – illegal activities or failure to act by third parties, due to which the Vehicle gets damaged, becomes partially or completely useless or not valuable, and it is not related to Fire Risk, Risk of Robbery or Burglary.
  - 1.3.2. **Burglary** - secret or exposed theft of the Vehicle if it is committed by third parties illegally:
    - 1.3.2.1. by entering closed premises with evident burglary signs – by breaking, mechanically damaging obstacles or breaking the locks installed to restrict unauthorized access to the premises;
    - 1.3.2.2. by breaking, mechanically damaging or unlocking safety locks, of which the Vehicle is attached to a stationary object, connected to the ground or a building.
  - 1.3.3. **Robbery** – stealing of the Vehicle if it is related to violence or threat of violence to You or the Insured.
- 1.4. Insurance coverage under Risk of illegal third-party actions risk shall be applicable only if the insured Vehicle is registered according to Article 1.1.2. of these Terms and Conditions.

#### Damage risk

1.5. Once, during insurance period, up to sum insured indicated in Insurance policy We shall pay the Insurance Indemnity in the event of Accident causing damages to insured Vehicle, i.e. losses caused by crash with another bicycle, vehicle, obstacle, pedestrian, animal or other object.

## 2. What Is Not Insured

---

2.1. The following events shall be considered Non-Insured Events if directly or indirectly caused by:

2.1.1. the cases provided for in Section VI (1) and (2) of these Terms and Conditions;

2.1.2. continued gradual processes (e.g. natural depreciation, corrosion, deterioration, oxidation, scale, putrefaction, mould formation, fungus damage, natural impact of humidity or light, changes in colour, odour, dust, waste, soot, dirt, changes in air temperature or humidity, desiccation, vaporization or evaporation, changes in the material structure or finishing);

2.1.3. continuous temperature fluctuations, continuous impact of atmosphere conditions or chemicals;

2.1.4. impact of vermin, rodents or other animals;

2.1.5. repairs, reconstruction works of the insured Vehicle;

2.1.6. damage or loss of computer files and software;

2.1.7. damages in electrical equipment due to electricity supply interruptions (accident or electricity supply interruptions), electrical contact, including damages caused due to overvoltage, overload, bad contact, damage of meters, regulators or safety equipment, short circuit or secondary effects of lightning and consequent electromagnetic fluctuations;

2.1.8. expenses for the damages to insured Vehicle, compensation of which is the duty of the manufacturer or supplier in accordance with regulatory enactments or a contract (e.g., manufacturer's warranty);

2.1.9. expenses for regular maintenance, repairs, cleaning, regular or extraordinary servicing of the insured Vehicle and equipment of its construction, including replacement works of worn out parts;

2.1.10. losses related to damage or loss of insured Vehicle caused without impact of external force.

## III. ACCIDENT INSURANCE

### 1. What Is Insured

---

1.1. Accident insurance shall cover property interests related to accidents suffered by the Insured while riding the insured Vehicle caused by external influences on his/ her body as defined in these Terms and Conditions during the validity period of the Insurance Contract, in the insurance territory.

#### Risk of death

1.2. Death – an indemnity in the amount of the Sum Insured shall be paid if the Insured died as a result of an accident which took place in the insurance coverage territory indicated in the Insurance Contract during the validity period of insurance coverage in no more than 1 (one) year after the Accident date.

1.3. in case of Death, We shall pay the Sum Insured for Death provided for in the Insurance Contract.

1.4. We shall pay an insurance indemnity to the Beneficiary specified in the Insurance Policy, or, when there is no Beneficiary, - to successors of the Insured, in accordance with the procedure established by legal acts of the Republic of Lithuania. If there are no legal successors, or Death of the Insured was caused by intentional or other actions of the Beneficiary or successors, an Insurance Indemnity shall not be paid;

1.5. If an Insurance Indemnity has already been paid for the same accident for risks of disability or traumas but grounds for paying an Insurance Indemnity for death of the Insured have formed within one year from the Accident date, the Insurance Indemnity in case of death shall be reduced by the sum paid under the risks of disability or traumas.

#### Risk of disability

1.6. An insurance indemnity shall be paid when the Insured was diagnosed with Injuries listed in Annex No.2 "Disability" to these Terms and Conditions as a result of an Accident which took place in the insurance coverage territory indicated in the Insurance Policy during the validity period of insurance coverage in not later than 1 (one) year after the Accident date. Reduction or loss of working capacity, the level of working capacity (disability) approved by state institutions or an assessment of working capacity (disability) submitted in a different form shall not be considered a Disability under these Terms and Conditions.

1.7. An insurance indemnity shall be calculated by multiplying the disability Sum Insured provided for in the Insurance Policy by the percentage for the respective bodily Injury suffered due to the Accident specified in Annex No. 2 "Disability" to these Terms and Conditions.

1.8. If several bodily Injuries provided for in Annex No. 2 "Disability" were suffered for the same Accident, insurance indemnities shall be aggregated, but the total insurance indemnity shall not exceed the amount of the disability Sum Insured indicated in the Insurance Policy.

1.9. If an insurance indemnity for the risk of trauma was paid for the same Accident, but the basis for paying an insurance indemnity under the risk of disability formed within one year from the Accident date, an insurance indemnity for the risk of disability shall be reduced by the amount paid according to the Risk of traumas.

#### Risk of traumas

1.10. An insurance indemnity shall be paid when the Insured during an Accident has suffered Injuries listed in Annex No. 1 "Traumas" to these Terms and Conditions.

1.11. An insurance indemnity in case of a trauma shall be calculated by multiplying the Sum Insured for trauma specified in the Insurance Policy by the percentage for the respective trauma provided for in Annex No. 1 "Traumas" to these Terms and Conditions.

1.12. If several parts of the body (several organs) have been injured in the same Accident, the insurance indemnities provided for in Annex No. 1 "Traumas" shall be summed up, but the total Insurance Indemnity may not exceed the Sum Insured for trauma specified in the Insurance Policy.

1.13. Several injuries to one part of the body (organ) resulting from the same accident shall be considered one event, and an Insurance Indemnity shall be paid in accordance with one clause of Table No. 1 "Traumas", which provides for the most serious bodily injury, only.

1.14. In case of bone fractures, dislocations, partial dislocations and tears, an Insurance Indemnity shall be paid only if the condition has been confirmed by an X-ray, computed tomography or magnetic resonance imaging photograph. If photos or other documents of the said tests have not submitted, an Insurance Indemnity shall not be paid.

1.15. If the basis for paying an Insurance Indemnity for a risk of disability has formed for the same accident, an Insurance Indemnity for the Risk of trauma shall not be paid.

#### Risk of medical expenses

1.16. An Insurance Indemnity under this clause shall be paid if a suffered bodily injury is an Insured Event under Table "Traumas" of Annex 1.

1.17. We shall compensate the following Insured's expenses related with medical services that occurred in result of Insured's Trauma, received at the Medical institution and pharmacy in Republic of Lithuania:

1.17.1. costs of rehabilitation (physiotherapy procedures, kinesiotherapy sessions, up to 10 massage sessions);

1.17.2. costs of renting or purchasing a wheelchair or crutches.

1.18. We shall reimburse actual costs of provided medical assistance based on the provided financial documents.

## 2. What Is Not Insured

2.1. The following events shall be considered Non-Insured Events if directly or indirectly caused by, or are:

2.1.1. the cases provided for in Section VI (1) and (2) of these Terms and Conditions;

2.1.2. which occurred due to an Insured's health disorder: infectious or another illness, epileptic seizures, pathological or recurrent bone fractures, recurrent rupture of ligaments, recurrent joint dislocation (subluxation), degenerative changes in the joints, degenerative damage of the intervertebral discs; elbow, carpal tunnel syndrome, bursitis, shoulder impingement syndrome (rotating cuff syndrome), mental disorders or depression;

2.1.3. health disorders which are a consequence of consumption of alcohol and/or other psychotropic substances;

2.1.4. which occurred due to engagement in manual labour.

## IV. CIVIL LIABILITY INSURANCE

### 1. What Is Insured

1.1. We shall pay the indemnity to the third party to whom the Insured caused damages while driving or by the with insured Vehicle:

1.1.1 damages caused to the life or health of a third party;

1.1.2. damages caused to a third party's property.

1.2. Additionally, We will indemnify for:

1.2.1. litigation expenses related to the investigation and adjustment of the claim brought against You by a third party, if such expenses are agreed with Us in advance;

1.2.2. reasonable minimum rescue expenses related to urgent measures to prevent or reduce the damages, even in the events when such measures are not successful.

1.3. We will indemnify for the losses if Your activities or failure to act caused losses to third party occurred during the Insurance validity period.

1.4. We will indemnify for the losses due to an accident happening during the policy period, provided that the claim for loss of or damages has been brought against You within the policy period, or 30 days after the end of it.

## 2. What Is Not Insured

---

2.1. The following events shall be considered Non-Insured Events if directly or indirectly caused:

2.1.1. by the cases provided for in Section VI (1) and (2) of these Terms and Conditions;

2.1.2. by financial losses, i.e. losses not ensuing from the damage caused to life, health or property of a third party;

2.1.3. losses caused due to malicious violation of regulatory enactments, technical operation or fire safety regulations.

## V. PROCEDURE OF PAYMENT OF INSURANCE INDEMNITIES

### 1. Upon Occurrence of an Insured Event

---

1.1. Upon occurrence of an Insured Event, You and/ or the Insured shall be obliged to:

1.1.1. take all reasonable and available measures to minimize the losses;

1.1.2. immediately notify competent authorities on the Insured Event (report a theft, a robbery or a traffic accident to the police, a fire – to the fire safety department, an explosion – to the police and the emergency service, etc.).

Request to issue a document confirming the said facts;

1.1.3. do everything possible to clarify circumstances and obtain the data and documents necessary to assess the damage;

1.1.4. provide Us with all Our requested documents, which are necessary to confirm the event as an insured, to determine the damage, calculate and pay the benefit, to identify the guilty party and to allow Us to use Our right to recourse to liable person;

1.1.5. provide Us with detailed information about all the circumstances of such an event known to You or The Insured, to furnish medical and other documents which We request, detailed invoices for the services provided at Our request, to confirm the event in writing within 3 (three) business days and to complete Our submitted questionnaire correctly and in detail, and fulfil Our other requirements;

1.1.6. immediately but not later than within 30 (thirty) days, unless it is differently specified in these Terms and Conditions or Insurance policy, notify Us about the event which can be confirmed as Insured event and provide with all information and documents specified in this section in writing in at least one of the following ways: by mail, e-mail or by completing a questionnaire online at [www.balcia.lt](http://www.balcia.lt).

1.2. in case of Property Insurance, You and/or Insured shall:

1.2.1. notify Us in writing within 7 (seven) days in case of a loss, destruction or damage of Insured Vehicle.

1.3. in case of Accident insurance, You and/or Insured shall:

1.3.1. refer to a Medical Institution and receive respective treatment no later than within 48 hours;

1.3.2. notify Us in writing of the Accident immediately, but not later than within 30 calendar days, providing Us with detailed and comprehensive information about it, except for the exceptions provided for in these Terms and Conditions or for important reasons. If the Accident leads to the death of the Insured, notify Us thereof not later than within 10 calendar days, even if the Accident already was reported;

1.3.3. make every effort to clear up circumstances of the event, allow Us or Our representative to inspect the scene, to conduct an investigation and to interrogate witnesses, and to perform other damage administration actions, to receive and provide Us with all Our requested data, documents and information in order to determine whether the event is an insured event, the cause of the loss, to assess the amount of the loss and to pay an insurance indemnity

1.3.4. provide Us with all the documents and information necessary to establish the fact and circumstances of the insured event and calculate the insurance indemnity amount: a written report of the event, a certificate issued by a Medical Institution with a diagnosis; if the Accident occurred on the way to / from work – a statement on an

Accident at work or an Accident on the way to/ from work, and in case of the death of the Insured – a death certificate and other documents which We request for;

1.4. in case of Civil liability insurance, You and/or the Insured shall:

1.4.1. notify Us in writing, within 3 (three) days, about an event that may result in civil liability of the Insured. If an investigation has been launched, summons has been served or other legal activity has been initiated in respect of the event, or the Insured has already received a claim or a requirement - report immediately, by submitting copies of the documents received;

1.4.2. not to admit Your fault in whole or in part, and not to uphold claims of any Third Parties regarding the civil liability of the Insured without having received Our consent thereto;

1.4.3. at Our request, authorize Us to make statements on behalf of the Insured regarding the upholding or rejection of claims of Third Parties, including representation in court.

## 2. Determining Damage

---

2.1. Having received initial information, We shall start an investigation of an event which may be recognized as an Insured Event during which respective justice, law enforcement, personal health care, social security, medical examination establishments and institutions compiling lists of psychoneurological, toxicological, narcological records and other institutions which may have data on the fact, circumstances and consequences of the event, shall be contacted. When recording circumstances of an event, We shall be entitled to take photos and make video (audio) recordings. We may hire various experts, specialists or researchers for the investigation of the Insured Event.

2.2. Our conclusions shall be binding unless they have been proven not to reflect the actual situation.

## 3. Paying Insurance Indemnities

---

3.1. We shall pay an Insurance Indemnity or the first instalment thereof not later than within 30 days from the date of receipt of all documents relevant for determining the reasons, circumstances and consequences of the Insured Event, and calculating the Insurance Indemnity amount.

3.2. In case of an Insured Event, if determination and approval of the Insurance Indemnity amount takes longer than 3 (three) months, We shall pay the sum equal to the Insurance Indemnity amount undisputed by the parties at Your request.

3.3. If We are late to pay an Insurance Indemnity due to Our own fault, We shall pay interest of 3% per annum on the Insurance Indemnity or a part thereof which was paid late.

3.4. In all cases, when paying an Insurance Indemnity, We shall not exceed the Sum Insured provided for in the Insurance Contract, from which the previously paid indemnities will be deducted, regardless on the number of the insured Accidents that have occurred.

3.5. For Property Insurance:

3.5.1. before paying the insurance indemnity We will determine the value of the Insured vehicle which is done by determining the restoration costs, that are equal to the lowest acquisition costs of the same type and similar quality Vehicle or the lowest costs required to restore it in the quality and to the extent it was just before the occurrence of an insured event.

3.5.2. For Vehicle, not older than 2 years, acquisition costs will be calculated without depreciation. Vehicle, which is older than 2 years old, acquisition costs will be calculated by reducing the amount of depreciation from the acquisition costs as without depreciation. Depreciation amount for one year is 10%.

3.5.3. In case of Total loss (an event when damage elimination costs exceed the difference between the value of the Insured object before and after the insurable event) from Risk of illegal third-party actions of the insured Vehicle, You need to provide Us with information that proves the fact that Vehicle was registered according Section II (1.1.2.) of these Terms and Conditions.

3.5.4. In case of Damages of the insured Vehicle, we will indemnify the actual amount of losses determined the amount required to restore the Vehicle to the condition it was just before the Insured event.

3.5.5. In case of total loss, We are entitled to:

3.5.5.1. replace the Insured Vehicle with an equivalent Vehicle;

3.5.5.2. pay out the indemnity not exceeding the value of the Vehicle deducting the value of the remains of the Vehicle;

3.5.5.3. Pay out the indemnity as a difference between the value of the Vehicle before and after the Insured event and, not collect the remains of the insured Vehicle.

3.5.6. At Our own discretion We will pay the indemnity:

3.5.6.1. by paying the calculated loss amount in Beneficiary's bank account;

3.5.6.2. by paying for repair services of the damaged insured Vehicle.

3.5.7. We are entitled to choose the provider of repairs of the Insured Vehicle. Upon written consent from Us, You can choose a different provider. If You do the repairs at the provider of repairs of Your choice, and the calculated costs of repairs exceed the costs offered by the provider of repairs of Our choice, then We are entitled to determine the indemnity based on the cheapest offer of the provider of repairs.

## VI. PROCEDURE OF NON-PAYMENT OR REDUCTION OF INSURANCE INDEMNITIES

### 1. General Non-Insured Events

---

1.1. Regardless of the chosen scope of insurance coverage or the Insurance Risk, we shall not indemnify losses incurred due to the following events:

1.1.1. war, invasion, hostile acts by a foreign state, military operations or operations equivalent to them such as civil war (whether the war has or has not been declared), riot, strike, rebellion, insurrection, revolution, declared state of emergency, marauding, vandalism, sabotage, strike, lockout, public order disturbances to the extent considered as a revolt or riot, property confiscation, nationalization, if it is caused or sanctioned by national authorities whether lawfully or not; other political risks and all other losses or costs incurred directly or indirectly due to prevention of such actions, shall not be indemnified either;

1.1.2. a direct or indirect impact of nuclear explosion, nuclear energy or radioactive substances, direct or indirect radioactive pollution and any radiation (electromagnetic, heat, light etc.) and use of chemical, biological substances for other than their intended purpose;

1.1.3. terrorist acts which shall be perceived as different actions when any person or a group of persons acting in solitude or for the benefit of any organization or government uses power or threatens to use it for political, economic, religious, ideological or similar purposes with a view to affecting the government or intimidating the society or a part thereof; and all other losses or costs directly or indirectly incurred due to prevention of such actions shall not be indemnified either;

1.1.4. intentional actions of You, the Insured or the Beneficiary;

1.1.5. occurring outside of the period of validity of the Insurance Contract and/or outside the Insurance Coverage Territory, or during the period of suspension of insurance coverage or when insurance coverage was not applicable;

1.1.6. occurring as a result of a failure to comply with lawful directions of law enforcement officers or other authorized officers by the Insured;

1.1.7. when non-complying road traffic or other legal regulations defining the mandatory usage or handling of the Insured vehicle;

1.1.8. occurring during any kind of commercial activity;

1.1.9. occurring during participation in Sport Competitions and Trainings ;

1.1.10. Intoxication by the Insured at the time of the Accident or immediately after it and till a medical check-up, or in case the Insured avoided Intoxication test.

### 2. Reduction or Non-Payment of an Insurance Indemnity

---

**2.1. In case of an Insured Event, We shall be entitled to reduce the Insurance Indemnity as follows:**

2.1.1. by 50%, if You, The Insured or the Beneficiary have failed to report the Insured Event to competent establishments, institutions and Our representative in a timely manner;

2.1.2. by 50%, if You, the Insured or the Beneficiary have deliberately failed to comply with all or a part of obligations or Our legally justified requests.

2.1.3. if You, the Insured or the Beneficiary have received full or partial compensation from the person responsible for damage. In such cases the Indemnity shall be reduced by the amount received from the responsible person.

2.1.4. if You, the Insured or the Beneficiary are entitled to the Insurance Indemnity for indemnification of the same losses under several insurance contracts, We shall have the right to reduce the Insurance Indemnity payable in proportion to the reduction of the Sum Insured under the respective Insurance Contract. In any case, the Insurance Indemnity to be paid by each insurance company shall be reduced proportionally under each insurance contract so that the total Insurance Indemnity amount does not exceed the total amount of indemnifiable losses incurred. This condition shall not apply to "Accident insurance", except in respect to the Risk of medical expenses.

**2.2. In case of an Insured Event, We shall be entitled to refuse to pay the Insurance Indemnity if:**

2.2.1. when concluding the Insurance Contract, You provided Us with false information on the Insurance Object and circumstances that have a material impact on the assessment of the Insurance Risk and/ or the amount of possible loss.

2.2.2. the incurred expenses were a consequence of a non-insured event.

2.2.3. the payment of an Insurance Indemnity would violate trade, economic or other sanctions or embargoes imposed by the Republic of Lithuania, the EU or international organizations, or other national or international legal acts regulating Our activities.

## VII. GENERAL PROVISIONS

### 1. Insurance Contract

---

#### 1.1. Concluding an Insurance Contract

1.1.1. An Insurance Contract insures Insured Person's property interests related to Insured person or the Insured's life, health, property or civil liability.

1.1.2. The Insurance Object shall be separately specified in the Insurance Policy confirming the conclusion of the Insurance Contract.

1.1.3. The Insurance Contract is a complex document consisting of the aforementioned Insurance Policy, Your application (We may ask You to submit it in writing), these Terms and Conditions and other annexes and conditions, which We will agree on. If the individual insurance conditions laid down in the Insurance Policy and the conditions established in these Terms and Conditions differ, the Policy shall prevail.

1.1.4. Insurance Contracts shall be concluded at the free will of the parties, so both You and We shall have the right to refuse to conclude an Insurance Contract without specifying any reasons thereof.

1.1.5. In order to properly identify Your needs and evaluate Your Insurance Risk, We must receive from You all correct information known to You and/or requested by Us, which is important both for concluding an Insurance Contract and for its performance. Should You improperly discharge this obligation, We shall acquire the right to request to declare the concluded Insurance Contract invalid.

1.1.6. An Insurance Contract may be concluded in one of the following ways:

1.1.6.1. by You and Us signing the Insurance Contract (by an ordinary or electronic signature);

1.1.6.2. by Us signing the Insurance Contract and You confirming the conclusion of the Insurance Contract by paying an Insurance Premium or its first instalment (if We agree on setting out the Premium in instalments).

#### 1.2. Validity of the Insurance Contract

1.2.1. The period of validity of the Insurance Contract shall be specified in the Insurance Policy.

1.2.2. Insurance coverage, i.e. Our obligation to pay an insurance indemnity in case of an Insured Event shall start:

1.2.2.1. on the Insurance period start date as specified in the Insurance Policy.

1.2.2.2. in cases where entry into force of insurance coverage is associated with paying the insurance premium or the first instalment thereof, insurance coverage shall take effect after the insurance premium or the first instalment thereof has been credited to Our bank account.

1.2.2.3. in cases where the insurance premium or its first instalment payment date is later than the start date of insurance contract, the validity of insurance coverage shall take effect on the start date specified in the Insurance Policy provided that the obligation to premium or its first instalment is executed properly.

1.2.3. Insurance coverage shall only be valid for events that happen in the insurance territory specified in these Terms and Conditions.

1.2.4. The Insurance Contract may be supplemented or amended by a mutual written agreement between the parties only.

#### 1.3. Expiry of the Insurance Contract

1.3.1. The Insurance Contract shall expire:

1.3.1.1. on the Insurance period end date as specified in the Policy.

1.3.1.2. after We have paid out all the insurance indemnities provided for in the Insurance Contract, even if the Insurance Contract has not yet expired;

1.3.1.3. in case of Your liquidation as a legal entity, in the absence of successors to Your rights and duties. In such a case, the Insurance Contract shall be deemed to have expired from the first day of the period for which insurance premiums have not been paid;

1.3.1.4. in case of Your or Insured's death;

1.3.1.5. on Your own initiative, by giving a written notice to Us not later than 15 (fifteen) calendar days before the expected day of termination of the Insurance Contract. In such a case, the Insurance Contract shall be deemed

terminated on the date indicated in the notice, but not earlier than on the 15<sup>th</sup> (fifteenth) day from the date of receipt of the notice of termination. In such a case:

1.3.1.5.1. if the Insurance Indemnity has not been paid out or no claims have been filed during the period of validity of the Insurance Contract, We shall refund the unused part of the insurance premium within 20 (twenty) calendar days from the date of receipt of Your notice;

1.3.1.5.2. if the Insurance Indemnity has been paid and/ or reserved, or claims have been filed during the validity period of the Insurance Contract, We shall refund to You the part of the insurance premium equal to the difference between the unused part of the insurance premium and the paid indemnity within 20 (twenty) calendar days from the date of receipt of Your notice.

1.3.1.6. on Our initiative, in accordance with the procedure established by legislation, if You commit a material violation of the Contract (for example, have been late to pay the insurance premium, intentionally refused to disclose information relevant to the risk assessment, etc.).

1.3.1.7. if all insurance indemnities are paid out by the Property insurance, even though there are still sums insured under additional risks.

1.3.1.8. on other grounds established by laws.

1.3.2. Regardless of the grounds of termination of the Insurance Contract, You shall have the duty to pay the insurance premium for the insurance coverage period till the termination/ expiry date of the Insurance Contract.

1.3.3. Should You terminate the Insurance Contract before the expiry date set in the Policy, We shall, at Your written request, refund the Insurance Premium which You have paid for the remaining unused validity term of the Insurance Contract. When calculating the amount to be refunded, We shall consider every day that has already started as a full day.

## 2. Your Rights and Duties

---

### **2.1. You shall be entitled to:**

2.1.1. receive an insurance offer that best suits Your interests and needs;

2.1.2. get familiar with the Terms and Conditions and the insurance product information document, and to receive a copy thereof before concluding an Insurance Contract;

2.1.3. submit an application for conclusion of the Insurance Contract to Us;

2.1.4. conclude the Insurance Contract in one of the ways offered in these Terms and Conditions convenient to You;

2.1.5. amend, supplement and/or terminate the Insurance Contract in accordance with the procedure established by legislation and/or the Terms and Conditions;

2.1.6. request Us to pay out an insurance indemnity, if a written consent of the Beneficiary specified in the Insurance Contract has been obtained;

2.1.7. without violating the applicable legal acts receive information on the progress of an investigation of an Insured Event;

2.1.8. disagree with the assignment of Our rights and obligations arising out of the Insurance Contract to another (other) insurance company (-ies). In such a case, You shall have the right to terminate the Insurance Contract within 1 month from becoming aware of such an assignment of rights and obligations, by giving Us a 15 (fifteen) days' written notice thereof. In such a case, You shall be refunded the insurance premiums paid by You for the remaining term of the Insurance Contract.

### **2.2. You shall be obliged to:**

2.2.1. submit to Us Your written application for conclusion of the Insurance Contract;

2.2.2. before concluding the Insurance Contract, provide Us with correct information on all the circumstances that may have a material impact on the assessment of the Insurance Risk which You are aware of, or which We request. This can be done by completing Our questionnaire, notifying Us verbally or in writing and furnishing documents;

2.2.3. during the validity period of the Insurance Contract, to notify Us immediately, but not later than within 3 business days, of any changes in the circumstances that may affect the occurrence of an Insured Event and/or damage, the amount of losses and a change in the Insurance Risk;

2.2.4. notify Us of all the concluded or planned insurance contracts concerning the same risks concluded (including their terms and conditions) with other insurance companies. The Insured shall also be subject to this requirement;

2.2.5. pay the insurance premium within the time limits set in the Insurance Policy;

2.2.6. notify Us of a change in the contact details (address, telephone number, e-mail address) in writing not later than within 3 business days;

2.2.7. cooperate with Us in Our exercise of the right of recourse against the person responsible for the Insured Event.

2.2.8. During or after the contract conclusion, or when submitting report on the property claim, You need to submit to Us the photos of the insured Vehicle, taken prior the insured event, on which the report is being submitted. Without having the mentioned photos, We shall refuse to pay the insurance indemnity.

### 3. Rights and Duties of the Beneficiary

---

#### **3.1. The Beneficiary shall have the right to:**

3.1.1. receive an insurance indemnity:

3.1.1.1. when the Insurance Contract has been concluded for the benefit of a third person – according to a request of the Beneficiary;

3.1.1.2. when a written request of the Insured Person has been received to transfer an indemnity to another person;

3.1.2. receive information on the progress of investigation of the Insured Event and other related information without prejudice to the applicable legal acts.

#### **3.2. The Beneficiary shall be obliged:**

3.2.1. in case of an Insured Event, to furnish Us with all the available documents and/or known information on the circumstances and consequences of the Insured Event.

### 4. Our Rights and Duties

---

#### **4.1. We shall have the right to:**

4.1.1. request and receive all information and documents necessary for risk assessment from You, the Insured and/ or the Beneficiary;

4.1.2. in case of a change in the Insurance Risk, to amend conditions of the Insurance Contract and to request to pay an additional insurance premium or to terminate the Insurance Contract with You in accordance with the procedure prescribed by legal acts;

4.1.3. if the Insurance Contract is concluded through Your representative, familiarize him/ her, rather than You directly, with the Terms and Conditions and submit a copy thereof. This will be considered as duly fulfilled duty of Ours to disclose the terms and conditions of the Insurance Contract to You;

4.1.4. refuse to conclude the Insurance Contract without giving the reasons thereof.

4.1.5. refuse to pay the Insurance Premium or to reduce its amount, if You or the Insured (if he/ she was aware of the conclusion of the Insurance Contract on his/ her behalf) intentionally or through the Gross negligence:

4.1.5.1. failed to notify Us of the occurrence of the Insured Event within the time limits specified in the Terms and Conditions and this affected the increase in damage or the determination of circumstances and/ or consequences of the event;

4.1.5.2. despite Your obligation, You have failed to take action that may reduce or eliminate the damage caused;

4.1.5.3. failed to follow Our other legitimate instructions;

4.1.6. assign our rights and obligations arising from the Insurance Contract to another insurance company (-ies) in accordance with the procedure established by legal acts. You shall be informed of such an intention at least 2 (two) months in advance and in at least two national newspapers;

4.1.7. for the purpose of providing the Services, without prejudice to Your interests, disclose confidential information to independent and Our hired experts, reinsurance companies, Our legal representatives and advisers, companies related to Us, courts and arbitration, the Beneficiary and in other cases prescribed by laws.

#### **4.2. We shall be obliged to:**

4.2.1. pay insurance indemnities in case of the occurrence of an Insured Event in accordance with the procedure and within the time limits established by legal acts and these Terms and Conditions;

4.2.2. process Your personal data, personal data of the Policyholder, the Insured, the Beneficiary and other persons related to the Insurance Contract in strict compliance with provisions of legal acts;

4.2.3. notify You and the Beneficiary of the progress of the Insured Event in accordance with the procedure established by legal acts.

### 5. Procedure of Calculation and Payment of Insurance Premiums

---

5.1. We shall calculate the sum of the insurance premium, the payment of which is one of Your key obligations, according to information provided by You, including the Sum Insured, Insurance Risks, and other important information.

5.2. You shall pay the total insurance premium amount at the moment of conclusion of the Insurance Contract, however, we may agree on the payment of the insurance premium in instalments. In such a case, the sums and the terms of their payment shall be specified in the Insurance Policy.

5.3. The insurance premium or its instalment shall be considered paid after making a transfer to Our bank account or Our representative. The date of crediting funds in Our bank account or Our representative shall be deemed to be the date of payment of the insurance premium.

5.4. The payment of the total insurance premium amount or its instalment in full shall be considered as proper discharge of Your duty to pay the insurance premium.

5.5. If You fail to pay the insurance premium or pay it only in part, We shall additionally charge default interest of 0.02% of the outstanding amount for each day of delay.

5.6. If You fail to pay the insurance premium within 30 days from the day of Our call for payment, the Insurance Contract shall be terminated on the basis referred to in Section VII (1.4.1.6.) hereof. If we hire for debt recovery persons engaged in the provision of such services, You shall cover expenses which we incur as a result.

5.7. In case of a change in the Insurance Risk, we shall have the right to recalculate the insurance premium amount.

## 6. Change in the Insurance Risk

---

6.1. You are obliged to report to Us when the insurance risk changes. The cases when such report is mandatory shall be described in Terms and Conditions next to every insurance risk.

6.2. Upon an increase in the Insurance Risk, We shall have the right to amend the conditions of the Insurance Contract and request to pay an additional insurance premium. If You do not agree with the amended conditions, or fail to express Your opinion within 1 (one) month from the day of sending a notice on new conditions of the Insurance Contract, We shall acquire the right to terminate the Insurance Contract upon the expiry of the time limit specified in this clause without any separate notice.

6.3. In the event of a decrease in the Insurance Risk, You shall be entitled to request to amend the terms and conditions of the Insurance Contract and to reduce the insurance premium.

6.4. If, being aware of the increased risk, We would not have concluded the Insurance Contract, We shall be entitled to request to terminate the Insurance Contract within 2 (two) months from the date of finding out about the increased risk.

## 7. Sum Insured

---

7.1. Notwithstanding that the value of the Insured vehicle may be higher than the Sum Insured, We shall pay to You the vehicle's restoration costs in full, less the Policy deductible, not exceeding however the Sum Insured.

7.2. The restoration costs are calculated as lowest acquisition costs of the same type and similar quality Vehicle or the lowest costs required to restore it in the quality and to the extent it was just before the occurrence of an insured event.

7.3. After paying out the insurance indemnity the sum insured is reduced by the amount paid.

## 8. Other Provisions

---

8.1. The Parties shall not be entitled to disclose confidential information of the other Party received in the course of provision of insurance services (including information received before conclusion of the Insurance Contract) to third parties without a prior written consent of the other Party, except for the cases set out in legal acts and these Terms and Conditions.

8.2. The Insurance Contract and any legal relationship arising out of the Insurance Contract shall be governed by law of the Republic of Lithuania.

8.3. In the event of a dispute, we shall resolve it in good faith. In case of a failure to reach an agreement, the dispute may be referred to courts in accordance with the procedure established by legal acts of the Republic of Lithuania. If You are a natural person, You may also refer the dispute for resolution to the institution supervising Our activities - the Financial Market Supervisory Authority of the Bank of Lithuania, [www.lb.lt](http://www.lb.lt).

8.4. In order for communication between us to run smoothly, We shall send notifications to each other in writing:

8.4.1. sending by post;

8.4.2. e-mail / on the Balcia's self-service portal, indicating this in the Insurance Policy or the self-service;

8.4.3. by other means that we agree on.

8.5. Mutual notifications shall be deemed to have been duly served within a reasonable time after they were sent in an agreed manner.

## Annex No. 1

Table No. 1 Traumas

No.	Consequences of an insurance qualifying event	Insurance indemnity (% from the sum insured)
<b>I. BONE FRACTURES AND DISLOCATIONS</b>		
<b>1.</b>	<b>Skull</b>	
1.1.	Fracture of a vault bones	10
1.2.	Fracture of a base bones	15
1.3.	Fracture of a vault and base bones	20
<b>Note: Fracture of several vault and (or) base bones is considered as a single fracture.</b>		
<b>2.</b>	<b>Facial bones</b>	
2.1.	Fractures of the facial bones (nasal bone, ethmoid bone, upper and lower jaw, zygomatic bone, the hyoid/lingual bone as well as para-nasal sinuses)	4 for the fracture of each bone
<b>Notes:</b>		
1. A bilateral fracture of jaw is considered as a single fracture.		
2. A fracture of an inferior alveolar process of jaw is not considered as a fracture of jaw.		
3. A fracture of maxilla and a cheekbone is considered as a single fracture.		
4. The insurance indemnity shall be paid for the primary dislocation only. The insurance indemnity for repeated dislocations shall not be paid.		
<b>3.</b>	<b>Teeth</b>	
3.1.	Traumatic loss of one healthy tooth	5
3.2.	Traumatic loss of 2–4 healthy teeth	10
3.3.	Traumatic loss of 5 and more healthy teeth	20
3.4.	Traumatic injury of one tooth (fracture of teeth or its root, teeth dislocation, or punching into the alveoli, a split of at least 1/4 of the dental crown)	2
<b>Notes:</b>		
1. A traumatic loss of teeth is such an injury, when the accident results in fracture or removal of:		
a) the entire dental crown,		
b) dental crown and root,		
c) implantation of tooth within 1 year after the trauma.		
2. When the teeth are lost accidentally due to faulty or inaccurate medical manipulations, the indemnity insurance shall be paid if the medical manipulations were applied for the sequels of an insurance qualifying event only.		
3. The insurance indemnity shall not be paid for broken or damaged detachable dentures.		
4. If teeth are lost as a result of fractures of the permanent (not-detachable) prosthesis or bridges, an insurance indemnity is payable considering the loss of supportive teeth only.		
5. In case of traumatic milk teeth loss in children under 5 years of age, or when II, IV, V milk teeth are lost in children under 5 years of age, the full insurance indemnity shall be paid. In all other cases of traumatic teeth loss, 1/2 of the insurance indemnity shall be paid, however not exceeding 120 Eur (regardless the number of damaged teeth).		
6. If the teeth affected (by caries, treated with filling) before the trauma are damaged, the insurance indemnity shall be reduced by 50%, except the objective signs of mouth or facial injury are present.		
7. The indemnity insurance shall not be paid for repeated trauma of the same tooth.		
<b>4.</b>	<b>Ribs and breastbones</b>	
4.1.	Breastbone fracture.	5
4.2.	Fractures of 1–2 ribs	3
4.3.	Fractures of 3-5 ribs	5
4.4.	Fractures of 6 and more ribs	10
<b>Notes:</b>		
1. The insurance indemnity shall be established according to the total number of fractures ribs bilaterally.		
2. Several fractures of one rib shall be considered as a single fracture.		
3. The fracture of rib cartilage is considered as rib fracture.		
4. The insurance indemnity shall be paid also in case when rib or breastbone fracture developed during resuscitation (external cardiac massage). If the fractures of breastbone and ribs occurred during resuscitation a single (maximum) insurance indemnity shall be paid according to one paragraph of article 4 of part I.		
<b>5.</b>	<b>Spine</b>	
5.1.	Fractures of vertebral bodies or arches of cervical, thoracic or lumbar part of vertebral column: – of 1 vertebra	15
5.2.	Fractures of vertebral bodies or arches of cervical, thoracic or lumbar part of vertebral	25

	column: of two or more vertebrae.	
5.3.	Fracture of sacrum	10
5.4.	Fracture of tailbone	5
5.5.	Subdislocation / dislocation of 1 or more vertebrae, when surgical treatment is required	5
<b>Notes:</b>		
1. Fracture of vertebral body or arch is considered as a single fracture.		
2. If the insurance indemnity is paid for the fracture of vertebral body and / or arch, the insurance indemnity for fracture of transversal and / or spinous process or vertebral sub-dislocation / dislocation shall not be paid.		
3. A fracture of spinous and transverse processes is considered as a single fracture.		
4. A fracture of both transverse processes is considered as a single fracture.		
5. If the insurance indemnity is paid for the fracture of transversal and / or spinous process, the insurance indemnity for vertebral sub-dislocation / dislocation shall not be paid.		
6. The insurance indemnity shall be paid for the primary sub-dislocation / dislocation only. The insurance indemnity for repeated relapsing sub-dislocations / dislocations shall not be paid.		
6.	<b>Arm</b>	
6.1.	Fracture of the scapula or clavicle	5
6.2.	Fracture of humerus.	10
6.3.	Fractures of forearm bones.	5 for each bone
6.4.	Fracture of navicular bone	5
6.5.	Fractures of wrist bones (except navicular bone)	3
6.6.	Dislocation of clavicle, wrist bones or forearm	3
6.7.	Fractures of metacarpal bones, bones of the thumb	2 for each bone, but not exceeding 6%
6.8.	Loss of hand fingers:	
6.8.1.	Amputation of a finger at the basal phalanx	6
6.8.2.	Amputation of a finger at the distal phalanx	4
6.9.	Fractures, dislocations of the phalanx	2
<b>Notes:</b>		
1. The insurance indemnity shall be paid for the primary dislocation only. The insurance indemnity for repeated dislocations shall not be paid.		
2. The fracture of humeral head occurring as a result of repeated dislocation shall not be considered as an insurance qualifying event and shall not be a subject for insurance indemnity.		
3. If the insurance indemnity is paid for bone fracture, the insurance indemnity for the dislocation of the same bone shall not be paid.		
4. Several fractures in different locations of a single bone shall be considered as a single fracture.		
5. Fractures of several phalanx of the same finger shall be considered as a single fracture.		
6. If several fingers of the hand are broken the paid sum shall not exceed 6% of the sum insured.		
7.	<b>Pelvic bones</b>	
7.1.	Fracture of iliac bone (pubic bone) coxice bone / ischiatic bone / fracture of a single bone	5 for the fracture of each bone
7.2.	Fracture of acetabulum	10
7.3.	A rupture of a single symphysis	6
7.4.	A rupture of two symphyses	12
<b>Notes.</b>		
1. If several pelvic bones were injured the paid sum shall not exceed 25% of the sum insured.		
2. Several fractures in different locations of a single bone shall be considered as a single fracture.		
8.	<b>Leg</b>	
8.1.	Fracture of femur	15
8.2.	Dislocation of femur with reposition performed in the healthcare establishment	8
8.3.	Fracture of patella	10
8.4.	Dislocation of patella with reposition performed in the healthcare establishment	5
8.5.	Fracture of tibia	10
8.6.	Fracture of fibula	5
8.7.	Dislocation of a single or both bones of a calf with reposition performed in the healthcare establishment	3
8.8.	Dislocation of a single or several metatarsal or tarsal bones with reposition	1

	performed in the healthcare establishment	
<b>8.9.</b>	Fractures of tarsal bones (except calcaneus)	5 for the fracture of each tarsal bone
<b>8.10.</b>	Fracture of calcaneus or talus	8
<b>8.11.</b>	Fractures of metatarsal bones and of the phalanx of big toe of foot	3 for the fracture of each bone
<b>Notes:</b>		
1. For the fractures of calf – tarsal bones the paid sum shall not exceed 20% of the sum insured.		
2. For the injury of all metacarpal bones the paid sum shall not exceed 9% of the sum insured.		
3. Fractures of several phalanx of the same toe shall be considered as a single fracture.		
4. If the insurance indemnity is paid for bone fracture, the insurance indemnity for the dislocation of the same bone shall not be paid.		
5. Several fractures in different locations of a single bone shall be considered as a single fracture.		
<b>II. HEARING ORGANS</b>		
<b>9.</b>	<b>Hearing organs</b>	
<b>9.1.</b>	Loss of 1/3 to 1/2 of pinna	10
<b>9.2.</b>	Loss of more than 1/2 of pinna	20
<b>9.3.</b>	Traumatic rupture of the eardrum	4
<b>Notes:</b>		
1. The sequels of pinna injuries shall be assessed after the end of healing, at least 1 month after trauma.		
2. The diagnosis of traumatic rupture of the eardrum shall be substantiated by the objective signs of fresh trauma.		
<b>III. GASTROINTESTINAL ORGANS</b>		
<b>10.</b>	<b>Gastrointestinal organs</b>	
<b>10.1.</b>	Loss of more than the half of tongue	30
<b>10.2.</b>	Loss of the tongue at root area (complete loss)	50
<b>10.3.</b>	Loss of tongue end (up to one third part)	15
<b>10.4.</b>	Loss of the tongue at root area (complete loss)	55
<b>10.5.</b>	Loss of the part of the lower jaw.	30
<b>10.6.</b>	Loss of complete jaw	60
<b>10.7.</b>	Artificial anus	45
<b>10.8.</b>	Resection of a part of liver and a gall bladder due to trauma	15
<b>10.9.</b>	Resection of spleen	20
<b>10.10.</b>	Resection of the part of stomach, part of pancreas, part of bowels	30
<b>10.11.</b>	Post-traumatic obstruction of the esophagus resulting in gastrostomy formation	75
<b>10.12.</b>	Resection of the entire stomach	45
<b>10.13.</b>	Incontinence	40
<b>10.14.</b>	Adhesion disease, partial intestinal obstruction, resulting in surgery	20
<b>IV. UROGENITAL SYSTEM</b>		
<b>11.</b>	<b>Urogenital system</b>	
<b>11.1.</b>	Complete obstruction of the ureter, fistula of genital organs	40
<b>11.2.</b>	Resection of a part of kidney	10
<b>11.3.</b>	Resection of the entire kidney	25
<b>11.4.</b>	Traumatic loss of both kidneys	85
<b>11.5.</b>	Resection of the ovary, Fallopian tube or testicle	15
<b>11.6.</b>	Resection of the part of penis and (or) both testicles	25
<b>11.7.</b>	Resection of the entire penis	50
<b>11.8.</b>	Resection of both ovaries (or a single functioning ovary) and/ or uterus for females up to 45 years of age (inclusive)	45
<b>11.9.</b>	Resection of both ovaries (or a single functioning ovary) and/ or uterus for females aged above 45 years	25
<b>11.10.</b>	II degree renal impairment confirmed by laboratory tests	35
<b>11.11.</b>	III degree renal impairment (treated with haemodialysis or transplantation)	70
<b>11.12.</b>	Trauma resulted in termination of the pregnancy above 20 gestation weeks	20
<b>Note: For a single insurance qualifying event the insurance indemnity shall be paid for one the most severe injury.</b>		
<b>V. RESPIRATORY SYSTEM</b>		
<b>12.</b>	<b>Nose</b>	
<b>12.1.</b>	Loss of scent and taste	15

12.2.	Loss of scent	10
12.3.	Loss of nasal bones, cartilages and soft tissues	25
12.4.	Loss of nasal wings and the nasal tip	12
12.5.	Post-traumatic inflammation of the facial sinuses	2
13.	<b>Larynx and trachea</b>	
13.1.	Tracheostomy due to body injury during accident	40
13.2.	Irreversible aphonia	30
13.3.	Irreversible articulation disorder	15
13.4.	Injury of larynx, thyroid cartilage, trachea, bronchus	3
14.	<b>Chest</b>	
14.1.	Chest deformity after the fractures of ribs and breastbone resulting in severe limitation of breathing movements	10
14.2.	Injury of respiratory organs, resulting in: respiratory failure of III degree	55
14.3.	Injury of respiratory organs, resulting in: respiratory failure of II degree	40
14.4.	Injury of respiratory organs, resulting in: respiratory failure of I degree	10
14.5.	Resection of the entire lung due injury caused by the accident	40
14.6.	Resection of the half of lung due injury caused by the accident	20
14.7.	Traumatic rupture of both lungs diagnosed during the surgery	10

**Notes:**

1. An insurance indemnity is payable if the listed sequels are caused by a direct trauma of the chest or thoracic organs. If such sequels are the result of other causes (e.g., cold, surgery on organs, not related with a direct chest trauma or due to complications), an insurance indemnity shall not be paid.
2. For the acute pneumonia caused by an accidental acute intoxication with respiratory tract irritating chemical substances, pneumotoxic substances, an insurance indemnity shall not be paid.
3. If the insurance indemnity was paid according to the provisions of paragraph 4 of this Annex, the insurance indemnity according to paragraph 14 shall not be paid.

**VI. CENTRAL NERVOUS SYSTEM**

15.	<b>Brain lesions</b>	
15.1.	Sequels after brain and spinal cord trauma:	
15.1.1.	Paralysis of the upper and lower limbs (tetraplegia), very severe injuries of brain cortex and cerebellum; dementia, personality disorder, loss of function of pelvic organs	100
15.1.2.	Paralysis of the lower limbs with the dysfunction of pelvic organs.	70
15.1.3.	Paralysis of one body side; severe impairment of the movements, sensations and strength of 2 limbs, very severe coordination disorder.	50
15.1.4.	Severe worsening of the movements, sensations and strength of 2 limbs; distinct organic injury of cranial nerves; coordination disorder; severe increase in muscle tone, dysfunction of pelvic organs.	40
15.1.5.	Coordination and movement disorder; speech disorder	15
15.1.6.	Significant facial asymmetry, autonomic (vegetative) symptoms, scent, taste and speech disorders, vasomotor disorders, isolated (1-2 per year) epilepsy seizures	7
15.1.7.	Traumatic epilepsy (if the Insured person has not suffered from epilepsy or other diseases of nervous system before injury (trauma); traumatic hydrocephalus	10

**Notes:**

1. The sequels can be attributed to a certain group if at least two signs characteristic for that group have been reported.
2. If the insurance indemnity shall be paid for the sequels of nerve system injury according to paragraph 15 of this annex, if limb dysfunction is present, the sums payable for the injury of trunk and limb bones according to section 10 (ten) of this annex shall not be paid.

**VII. CRANIAL AND PERIPHERAL NERVES**

16.	Traumatic injuries of cranial nerves: Note: the insurance indemnity shall be paid if neuropathy clinical signs are present, irrespective of the number of nerves injured	
16.1.	Traumatic injury of cranial nerves of a single body side	5
16.2.	Traumatic injury of cranial nerves of both body sides	11
16.3.	Nerve injury in the area of forearm, wrist, calf and ankle	5
16.4.	Nerve injury in the area of humerus, ulna, femoral and knee	10

**VIII. VISION ORGANS**

17.1.	Accommodation paralysis of a single eye	10
17.2.	Significant concentric narrowing of vision field (narrowing at least by 10 degrees).	15
17.3.	Worsening of vision when trauma resulting in artificial lens implantation (in both eyes):	10
17.4.	Eye lid ptosis caused by muscle paralysis, eye lid defect, interfering with closure of eye aperture.	10
17.5.	pulsating exophthalmos of a single eye	20
17.6.	Sequels of the injury of vision organs: eyeball dislocation; injury of lacrimal ducts, strabismus, retinal detachment (as a direct result of trauma).	10
17.7.	Injuries of a single eye not affecting the vision (not penetrating injuries of the eyeball, traumatic corneal erosion, corneal scratching)	2
17.8.	The complete loss of vision (in an only eye or in both eyes)	100
17.9.	The complete loss of vision in one eye	45
17.10.	Worsening of vision sharpness after eye injury. Note: if, diagnosed not earlier than 3 months before and not later than one year after the day trauma, comparing the sharpness of vision(without correction) before and after the trauma (see the table corresponding to this article).	
<b>Vision sharpness</b>		
Before the trauma	After the trauma	Percentage (%)
1,0	0,9 - 0,7	5
	0,6 - 0,4	10
	0,3	15
	0,2	20
	0,1	25
	<0,1	30
	0,0	35
0,8	0,7 - 0,6	5
	0,5 - 0,4	10
	0,3	15
	0,2	20
	0,1	25
	<0,1	30
	0,0	35
0,6	0,5 - 0,4	5
	0,3 - 0,2	10
	0,1	15
	<0,1	20
	0,0	25
0,4	0,3 - 0,2	5
	0,1	10
	<0,1	15
	0,0	20
0,2	0,1	5
	<0,1	10
	0,0	20

<b>Vision sharpness</b>		
Before the trauma	After the trauma	Percentage (%)
0,9	0,8 - 0,6	5
	0,5 - 0,4	10
	0,3	15
	0,2	20
	0,1	25
	<0,1	30
	0,0	35
0,7	0,6 - 0,5	5
	0,4 - 0,3	10
	0,2	15
	0,1	20
	<0,1	25
	0,0	30
	0,0	35
0,5	0,4 - 0,3	5
	0,2 - 0,1	10
	<0,1	15
	0,0	20
	0,0	25
0,3	0,2 - 0,1	5
	<0,1	10
	0,0	20
0,1	<0,1	10
	0,0	20
	0,0	10

**Notes:**

1. Complete blindness - when vision sharpness is below 0,01 up to light sensation (the patient cannot count fingers in 2 m distance).
2. When vision sharpness of the injured eye before the trauma is not known, it is considered to be equal to the vision sharpness of unaffected eye.
3. When vision sharpness in both eyes is impaired, each eye shall be assessed individually. Loss of vision in both eyes is equal to loss of vision in the eye having better vision. When artificial lens is implanted or a corrective lens is applied as a result of trauma, the payable insurance indemnity shall be calculated considering sharpness of vision before implantation or application of lens.
4. Retinal detachment is considered as insurance event and an insurance indemnity shall be paid only in case when retinal detachment was caused by a direct trauma (contusion, injury).
5. When retinal detachment is a result of disease (severe myopia, hypertension or other diseases), weight-lifting, sudden or unusual movement, or develops as a result of concussion of other body part, an insurance indemnity shall not be paid.

<b>IX. Cardiovascular system</b>		
<b>18.</b>	<b>Injury of the large peripheral blood vessels</b>	
<b>18.1.</b>	in the area of forearm, wrist, calf and ankle;	5
<b>18.2.</b>	in the cervical humeral. ulnar, femoral and knee area.	10
<b>18.3.</b>	of thoracic, abdominal cavity or retroperitoneal space	10
<b>Notes:</b>		
<b>1. In case of a single insurance qualifying event the insurance indemnity shall be paid for one the most severe injury.</b>		
<b>2. Injury of several blood vessels of a single limb shall be considered as a single injury.</b>		
<b>19.</b>	Injury of heart, heart coverings and large main blood vessels	
<b>19.1.</b>	Not resulting in cardiovascular failure	5
<b>19.2.</b>	Resulting in cardiovascular failure of I degree	10
<b>19.3.</b>	Resulting in cardiovascular failure of II degree	13
<b>19.4.</b>	Resulting in cardiovascular failure of III –IV degree	50
<b>Notes:</b>		
<b>1. In case of a single insurance qualifying event the insurance indemnity shall be paid for one the most severe injury.</b>		
<b>2. The insurance indemnity shall be paid based on the results of functional tests and indicators proving the degree of cardiovascular failure.</b>		
<b>XI. THE SOFT TISSUES</b>		
<b>20.1.</b>	<b>Brain and spinal cord traumas</b>	
<b>20.1.1.</b>	Cerebral hematoma	10
<b>20.1.2.</b>	Cerebral hematoma with cranial opening	17
<b>20.1.3.</b>	cerebral commotion treated in the hospital for at least 4 days	3
<b>20.1.4.</b>	cerebral commotion treated in an out-patient setting for at least 14 days or in a hospital for at least 3 days.	4
<b>20.1.5.</b>	c) cerebral trauma (contusion)	7
<b>20.1.6.</b>	Commotion of spinal cord treated in a hospital	5
<b>20.1.7.</b>	Commotion of the spinal cord treated in an out-patient setting for at least 14 days	4
<b>20.1.8.</b>	Contusion of the spinal cord	6
<b>20.1.9.</b>	Compression of the spinal cord	14
<b>20.1.10.</b>	Partial rupture of the spinal cord, injury of the half of the cross-section of the spinal cord, traumatic myelitis of the spinal cord	30
<b>Notes:</b>		
<b>1. In case of brain trauma or injury of the spinal cord the insurance indemnity shall be paid for one the most severe trauma.</b>		
<b>2. The first and the last day of the in-hospital treatment are considered as one day.</b>		

## Annex No. 2

**Table. 2 Disability**

No	Consequences of an Insured event	Insurance indemnity % of the Sum Insured
<b>1.</b>	<b>Head</b>	
1.1.	Complete loss of vision in one eye or both eyes	100
1.2.	Complete loss of vision in one eye	50
1.3.	Enucleation of the blind eye due to a trauma	40
1.4.	Loss of speech	100
1.5.	Traumatic hearing loss in both ears	100
1.6.	Traumatic hearing loss in one ear	30
1.7.	Removal of the lower jaw	100
1.8.	Removal of a part of the lower jaw, the lifting element going throughout the entire or a part of the upper jaw	40
1.9.	Removal of the skull bone – area covering more than 7 cm <sup>2</sup>	45
1.10.	Removal of the skull bone – 2-7 cm <sup>2</sup>	20
1.11.	Removal of the skull bone – less than 2 cm <sup>2</sup>	10
<b>2.</b>	<b>Central nervous system</b>	
2.1.	Residual effects after brain and spinal cord injury: paralysis of upper and lower limbs (tetraplegia); extensive damage to cerebral cortex and cerebellum; dementia; disturbance of consciousness; impaired function of pelvic organs	100
2.2.	Paralysis of one side of the body; severe restriction of movement, sensation and muscle strength of two limbs; extremely apparent coordination disorder; extreme hypertonia of limb muscles; severe cognitive impairment (10 points or lower), dementia; epileptic seizures at least once per month	50
2.3.	Severe restriction of movement, sensation and muscle strength of two limbs; apparent damage of cranial nerves; impaired coordination; significant hypertonia of limb muscles; impaired function of pelvic organs; significant cognitive impairment (20 points or lower); epileptic seizures at least once per month	40
2.4.	Paralysis of one limb (monoplegia); language impairment; significant coordination impairment; hypertonia of limb muscles and decreased muscle strength and sensation; epileptic seizures of average frequency (5-10 times per year); parkinsonism	30
2.5.	Impaired coordination and movements; speech disorder; minor cognitive disorders; minor hypertonia of limb muscles and decreased muscle strength; rare (3-4 times per year) epileptic seizures	15
2.6.	Expressed facial asymmetry; autonomic (vegetative) symptoms; cerebral cortical traumas and speech disorders; vasomotor disorders; singular (1-2 times per year) epileptic seizures	7
2.7.	Complete loss of one arm and one leg	100
2.8.	Functional disorders of one arm and one leg	50
<b>Note: Residual effects shall be attributed to the particular group where at least two characteristics of the group are identified.</b>		
<b>3.</b>	<b>Upper limbs</b>	
3.1.	Full and irreversible loss of both arms or hands	100
3.2.	Full loss of one hand: above the elbow joint or below the elbow	50
3.3.	Incurable and irreversible loss of bone tissue of an arm	40
3.4.	Complete loss of the 5 (five) fingers or the hand	40
3.5.	Complete loss of the thumb	15
3.6.	Complete loss of the 2 <sup>nd</sup> phalanx of the thumb	5
3.7.	Complete loss of the 3 <sup>rd</sup> phalanx of the thumb	3
3.8.	Complete loss of the index finger	10
3.9.	Complete loss of 2 (two) phalanges of the index finger	8
3.10.	Complete loss of the 3 <sup>rd</sup> phalanx of the index finger	3
3.11.	Complete loss of the 3 <sup>rd</sup> phalanx of the finger (other than the thumb or the index finger)	2
3.12.	Complete loss of the thumb and the index finger	25
3.13.	Complete loss of the thumb and another finger (other than the index finger)	20
3.14.	Complete loss of 2 (two) fingers (other than the thumb and the index finger)	8

3.15.	Complete loss of 3 (three) fingers (other than the thumb and the index finger)	15
3.16.	Complete loss of 4 (four) fingers (including the thumb)	40
3.17.	Complete loss of 4 (four) fingers (excluding the thumb)	35
3.18.	Complete loss of the middle finger	8
3.19.	Complete loss of the finger (other than the thumb, the index and the middle finger)	3
3.20.	Complete loss of 2 (two) phalanges of a finger (other than the thumb and the index finger)	2
3.21.	Shoulder ankylosis	35
3.22.	Elbow ankylosis	35
3.23.	Wrist ankylosis	20
3.24.	Full ankylosis of the thumb	7
3.25.	Full ankylosis of the index finger	8
3.26.	Full ankylosis of another finger (the middle, the ring or the pinky finger)	3
3.27.	Incurable and irreversible full paralysis of upper limbs (damage to nerves)	50
3.28.	Irreversible and incurable paralysis of the median nerve	35
3.29.	Irreversible and incurable paralysis of the radial nerve in the collar bone area	35
3.30.	Irreversible and incurable paralysis of the radial nerve in the forearm area	25
3.31.	Irreversible and incurable paralysis of the radial nerve in the elbow area	25
3.32.	Complete paralysis of the trigeminal nerve	10
4.	<b>Lower limbs</b>	
4.1.	Full loss of both legs, both feet or both legs above the tarsal joint	100
4.2.	Loss of a leg above the knee joint	70
4.3.	Loss of a leg above the tarsal joint	60
4.4.	Loss of a foot due to the tarsal joint disarticulation or foot amputation at tarsal bones	40
4.5.	Loss of the distal part due to amputation at the level of metatarsal bones	25
4.6.	Loss of all toes due to toe joint disarticulation or foot amputation at the level of phalanges	40
4.7.	Amputation of all toes	25
4.8.	Loss of four toes	20
4.9.	Loss of three toes	15
4.10.	Loss of the big or another toe	10
4.11.	Loss of two toes (except for the big toe)	5
4.12.	Loss of the big toe	8
4.13.	Loss of one toe (except for the big toe)	3
4.14.	Thigh ankylosis	30
4.15.	Knee ankylosis	20
4.16.	Irreversible and incurable full paralysis of lower limbs	60
4.17.	Irreversible and incurable full paralysis of the external sciatic longitudinal nerve	30
4.18.	Irreversible and incurable full paralysis of the inner sciatic longitudinal nerve	20
4.19.	Leg shortening of 5 cm at the least	30
4.20.	Leg shortening of 3 - 5 cm	20
4.21.	Leg shortening of 1 - 3 cm	10
<b>Note: If the same Accident gives grounds for paying an Insurance Indemnity under clauses 2.1–2.8 hereof, and the Insured suffered a limb injury provided for in clauses 3.1–4.21 hereof, an Insurance Indemnity for injuries provided for in clauses 3.1–4.21. hereof shall not be paid.</b>		