

Nordea MasterCard Gold Travel Insurance

Group travel insurance terms and conditions for trips abroad, valid as of 1.1. 2011

Policy number 102-2827

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Nordea MasterCard Gold Travel insurance

These terms and Conditions set forth the legal relationship between the insured persons – Nordea Bank Finland Plc Lithuania Branch's (from now on Nordea Bank) MasterCard Gold cardholders and their accompanying persons (see clause 1), and the insurer, which is the Finnish branch of the insurance company Chartis Europe S.A. (from now on Chartis Finland).

The policy holder is Nordea Bank and the policy covers all Nordea Bank's MasterCard Gold cardholders. In addition to the terms and conditions presented herein, the policy is also subject to the Conditions of Card Travel Insurance see the following Terms.

1. Who is the insurance valid for?

The insurance is valid for the Nordea MasterCard Gold cardholders who are at least 16 but under 79 years of age, and accompanying family member/-s as spouse/common-law spouse who are at least 16 but under 79 years as well as any of the cardholder's children, grandchildren, stepchildren and adoptive children and foster children up to age of 22 years (hereinafter called the insured), all living at the same permanent address as the cardholder or children who are living with the other parent, when raveling together with the cardholder.

Children/grandchildren/stepchildren/adoptive children and foster children up to age of 22 years are also covered if studying full time, even if they are not living at the same permanent address as the cardholder.

1.1 Beneficiaries

In the event of death the beneficiaries are the insured's next-of-kin according to the laws of the Republic of Lithuania, unless the insured has notified Chartis Finland in writing of another beneficiary.

2. When is the insurance valid?

The insurance policy is valid if the cardholder has a valid Nordea MasterCard Gold, when the travel started from Lithuania or the insured's home country, and the travel has a duration of maximum 90 days. If the travel lasts for an uninterrupted period longer than 90 days, cover will expire 90 days after the start of the travel.

The insured's home country means the country where the insured has a permanent residence and where the insured permanently resides more than 183 days a year. Trip cancellation cover ceases to apply when the insured have checked-in for the trip or the trip has started (see clause 9).

If the card will be ceased the insurance also will be cancelled, but if the trip already has started when the card is ceased the travel insurance is valid until the insured has returned to his/hers home country or Lithuania, but limited to maximum 90 days.

3. Where is the insurance valid?

The insurance is valid on trips all over the world, but limited in Lithuania or the insured's home country, to the benefits defined under item 5.6 Accident Death and 5.7 Permanent Total Disability in the table shown in clause 4, associated with a travel accident, starting from the time the insured leaves his/her residence, place of work or school for the airport or other point of departure for a trip to a foreign destination, and ends when the insured returns to either his/her home, place of work or school.

4. What does the insurance cover?

Type of benefit	Provision	Sum insured (EUR)	Deductible
Medical expenses, travel illness and accident	5.3	75,000	
Treatment expenses for dental injury due to an accident	5.4	Up to 150	
Medical transportation	5.5.1	Included in medical expenses	
Repatriation due to illness and accident	5.5.2	Reasonable expenses maximum 35,000	
Repatriation due to death	5.5.3	Reasonable expenses maximum 17,000	
Repatriation of a child	5.5.4	Reasonable expenses maximum 17,000	
Family visit	5.5.5	Reasonable expenses transportation, hotel and food for 1 person up to 5 days.	
Accidental death	5.6	Under 16 years 1,700 , 16-78 years 42,100	
Disability due to an accident	5.7	Max. 42,100	
Luggage delay	6.1	Max. 340	4 hours waiting period
Loss of luggage	6.2	Max. 850	50 EUR
Cover for liability loss – material loss	7.1	Max. 84,100	
Cover for liability loss – bodily injury	7.2	Max. 84,100	
Delay of departure	8	Max. 340	4 hours waiting period
Cancellation cover	9	Max. 1,700	
Missed connecting flight	10	Max. 1,000	
Trip interruption	11	Max. 850	
Missed departure	12	Max. 1,700	

Each of the benefits in the table above applies to an individual insurance event unless otherwise specified in the terms and conditions.

The insured is entitled to one indemnity, even if the insured has more than one card that also includes travel insurance.

Under any circumstances for an individual insurance event indemnity is not payable for coverages 10 (Missed connecting flight) and 12 (missed departure).

Claims handling:

Transcom Worldwide Vilnius

Žirmūnų g. 139
Vilnius, Lithuania
Tel + 370 5 2363 416
Fax + 370 5 2363 440

General Terms of Contract, see clause 14.

Travel-time accident and travel-time illness coverage:

If, while on travel, the insured suffers an acute illness, or has an accident, or requires urgent dental treatment, compensation is payable for necessary and reasonable expenses incurred for the healing purposes of the acute condition/injuries.

Validity due to participation in sports and certain other activities.

The policy does not cover accident, illness, injury or death due to participating in or practicing for competitive sports.

Similarly, no indemnity is payable for accident, illness, injury or death due to any of the following sports or other activities:

- climbing, e.g. mountaineering, rock and wall climbing,
- aviation sports, e.g. parachuting, hang-gliding, hot-air ballooning, bungee jumping,
- off-piste downhill skiing,
- an expedition abroad to mountains, jungles, deserts, wilderness areas or other uninhabited areas or similar hazardous occupation,
- participation in athletics competition, or training prior to competition,
- combat and contact sports, such as boxing, wrestling, judo and karate,
- strength sports such as weightlifting or powerlifting,
- scuba diving,
- ocean sailing,
- professional sport,
- motor sports, what so ever,
- other sports or activities comparable to those listed above.

A loss that necessitates medical treatment has to be announced to Travel Guard - an emergency assistance company (hereinafter Travel Guard) (see clauses 5.5 and 12.3).

5. Travel - time accident or illness

5.1 Accident

A travel accident is a sudden, unexpected, external occurrence beyond the control of the insured, which causes bodily injury and takes place during the trip.

An injury is also deemed to be caused by a travel accident if it occurs against the will of the insured during the trip and is the result of sudden physical exertion and movement, and the insured has received treatment for it from a physician within 14 days of sustaining the injury.

The following events occurring during a trip are also considered to be travel – time accidents: involuntary drowning, heatstroke, sunstroke, frostbite, injury caused by a major fluctuation in air pressure, gas poisoning and poisoning caused by a substance consumed by the insured by mistake.

Exclusions:

The following are not classified as accidents and compensation is not paid for:

- an injury due to infection caused by bacteria, virus or other contagious matter,
- an injury caused through the use of pharmaceuticals, surgery, treatment or medical examination not provoked by the accidental injury covered under this insurance,
- suicide or attempted suicide,
- an injury caused by an insurance event arising from an illness, defect or injury of the insured,
- an injury due to the toxic effect of a medicine, alcohol or other substance taken for its intoxicant effect, or of substances taken as food,
- infectious diseases caused by a bite or sting,
- the psychological consequences of an accident.

5.2 Travel-time illness.

Travel-time illness is an illness which requires treatment by a physician and which began, or clear symptoms of which first manifested themselves, during the trip, or which, on the basis of medical experience, is considered to have otherwise originated during the trip and for which the insured has received medical treatment during the trip or within 14 days of the end of the trip. The time limit of 14 days is not applicable if the illness is a communicable disease with an incubation period of longer than 14 days.

An illness contracted before the beginning of a trip does not qualify as a travel-time illness as referred to in the terms and conditions of the insurance. Even if an illness is diagnosed during the trip, it is not considered a travel-time illness if its first signs appeared before the start of the trip or the medical tests were incomplete before the departure.

However, the costs of immediate emergency treatment resulting from the unexpected worsening of an illness which the insured had contracted before the beginning of the trip are covered for a maximum period of seven (7) days from the start of illness, although other costs mentioned in the terms and conditions of the insurance are not. The worsening of an illness for which tests or treatment were not completed by the start of a trip is not deemed unexpected worsening of an illness.

5.3 Indemnification of medical treatment expenses arising from travel-time accident and travel-time illness

The policy covers the expenses arising from travel-time accident and illness as defined in clause 5 only insofar as these are not indemnified under the Social Insurance or other compulsory insurance of any form, as may be applicable. The policy covers medical treatment expenses only insofar as these are not covered by foreign legislation on indemnity for traffic accidents or industrial accidents, under EU legislation or treaties concerning the European Economic Area or under bilateral agreements on social security.

Medical treatment expenses arising from a travel-time illness are indemnified up to 90 days from the beginning of the treatment but not more than the sum insured.

Medical treatment expenses arising from a travel-time accident that occurred during the trip, are indemnified up to maximum until two (2) years have elapsed after the travel-time accident, but not more than the sum insured.

The policy indemnifies only against such expenses as would be payable by the insured himself/herself. If it becomes apparent that the expenses for which indemnity is sought are considerably in excess of a level considered reasonable and generally accepted and observed, Chartis Finland is entitled to decrease the amount of the indemnity in this respect. Chartis Finland reserves the right to recover for any portion covered under any Act upon payment of the medical treatment expenses.

5.3.1 Medical treatment expenses covered by the policy

Sum insured up to 75,000 EUR.

Medical treatment expenses are indemnified only if the examination or treatment of an accident or illness has been ordered or prescribed by a physician who is licensed and registered in the country concerned and who is not related to the insured. Furthermore, such examinations and treatments must be in line with commonly accepted medical practices necessary for treating the accident or illness. The treatment must be given in a medical institution defined by the authorities as a hospital for diagnosing and treating people who are injured and sick using medical methods.

Indemnifiable medical treatment expenses include:

- medical care,
- hospital care,
- hospitalization,
- any expenses arising from necessary and urgent treatment or examination required after an accident complying with generally accepted medical practice and carried out or prescribed by a physician, and any reasonable and necessary expenses related to transportation of the insured to the local physician or place of treatment during the trip abroad,
- cost of acquiring medication prescribed by licensed physician and sold with the permission of a pharmaceutical establishment, provided the medication is prescribed for treatment in connection with an accident or illness indemnifiable under this policy,

- physiotherapy treatment up to ten sessions per injury or illness,
- ambulance transport to the nearest hospital or institution where the insured can receive necessary medical treatment.

5.3.2 Medical treatment expenses are not indemnified:

- if the illness or the injury existed when ordering the trip,
- if the medical expenses have occurred due to the insured having an existing illness, a chronic illness, an infectious disease or an incurable disease,
- if, upon relevant medical assessment immediately before departure, the existing illness/injury can be expected to worsen during the intended journey and the activities it would involve,
- for treatment of AIDS or HIV or their consequences, sexually transmitted diseases or their consequences ,
- for the psychological consequences of an illness or an accident,
- an injury due to the toxic effect of a medicine, alcohol or other substance taken for its intoxicant effect, or of substances taken as food,
- for an illness caused by the bite or sting of an insect or tick or the consequences thereof,
- for a self-inflicted injury or an injury which is a consequence of the insured's intentional exposure to an obvious danger,
- if the Insured prior to the period of insurance has rejected medical treatment of illness/injury, or medical treatment has been abandoned,
- for convalescence or stays at health resorts,
- for continued treatment if the Insured refuses repatriation when the local accepted Travel Guard physician has decided to repatriate the Insured,
- for expenses for treatment of illness/injury if the Insured after repatriation travels abroad again, and this has not been agreed upon in writing to Chartis Finland,
- for pregnancy examinations, pregnancy tests, including abortion, sterility and sterility examinations,
- childbirth, or consequences of pregnancy arising after the end of the 35th week of pregnancy.

5.4 Treatment expenses for dental injury due to an accident

Sum insured - up to 150 EUR.

The cost of necessary treatment or examination given or prescribed by a dentist for a sudden dental injury caused by a travel accident, compensation will be paid for costs relating to dental treatment after the date when the accident occurred. Necessary treatment costs of a sudden toothache, if the ache started and the treatment was given during the trip. Dental damages due to biting and chewing are not classified as accident.

5.5 Services provided by Travel Guard

Travel Guard is an emergency assistance company that provides assistance in serious medical emergencies, see clause 12.3.

The insured should contact Travel Guard only in serious medical emergencies or when the indemnification requires the prior approval of Travel Guard before the treatment or other service can be arranged and commenced (see clauses 5.5.1 – 5.5.5).

5.5.1 Medical transportation

Medical transportation, arranged by Travel Guard at reasonable expenses, transport of the patient to the nearest hospital or medical institution offering the medical treatment required by the insured.

5.5.2 Repatriation due to illness and accident

Sum insured up to 35,000 EUR.

Medical transport of the insured arranged by Travel Guard to the insured's home country in accordance with orders of a physician approved by Chartis Finland. Repatriation of the insured arranged by Travel Guard must always be medically justifiable in accordance with the instructions of a physician approved by Chartis Finland.

Travel Guard is entitled to demand the insured to be transported, at the expenses of Chartis Finland, to his/her home country for treatment, should local treatment be significantly more expensive than treatment of the same standard in the home country.

5.5.3 Repatriation due to death

Sum insured up to 17,000 EUR.

Transport of the dead body of the insured to his/her home country, arranged by Travel Guard.

5.5.4 Repatriation expenses of a child travelling with the insured

Sum insured up to 17,000 EUR.

Repatriation, arranged by Travel Guard at reasonable expenses, of children travelling with the insured if, due to medical reasons, the insured cannot be transported to his/her native country and the insured has to stay in hospital. Repatriation of children will not be indemnified if the spouse of the insured is participating in the trip.

5.5.5 Family visit

A round trip arranged by Travel Guard at reasonable expenses up to 5 days for one family member of the insured in order to visit the insured, if the insured cannot be transported to his/her home country due to medical reasons, but has to stay at least 10 days in hospital.

5.6 Death due to an accident.

Sum insured 1,700 EUR (children up to 16 years) and 42,100 EUR (16-78 years of age).

The insurance covers compensation in the event of accidental death.

Entitlement to death benefit will apply if the accidental injury leads to death of the insured within one year of the occurrence of the accident (the date of accident). If the insured dies before entitlement to disability compensation comes into force, then no disability compensation will be paid.

5.7 Disability due to an accident

Sum insured 42,100 EUR per insured for permanent 100% disability.

The insurance covers compensation in the event of medical disability.

The compensation will be paid in the event of an injury of a disability with a permanent character at least 10%.

Permanent disability means a medically assessed general disability due to an injury sustained by the insured. In determining disability, only the nature of the injury is taken into account; the individual circumstances of the injured, such as his profession or leisure-time pursuits, do not affect the determination of disability.

The policy covers permanent injury to an upper limb, a lower limb, the cervical spine, the back and/or the head, the eyes and hearing. The degree of disability thus caused is determined in accordance with the Schedule of Benefits, Table of Losses, or if not written in the Schedule, to the best of one's judgement or after an medical examination by a doctor specialist.

Permanent disability is determined one (1) year after an accident, at the earliest. If the degree of disability is raised by at least two disability categories before three (3) years have elapsed since the indemnity for permanent disability was paid for the first time, a revised amount of indemnity will be paid corresponding to the rise in the disability category. A change in the degree of disability after the stated period will not affect the amount of indemnity paid.

Insurance indemnity is not paid until the injury is acknowledged as a permanent and irreversible loss. The Expert Committee as set forth in the law confirms the injury of the Insured or in accordance with the Schedule of Benefits, Table of Losses.

Schedule of Benefits Table of Losses

The disablement
insured

The Benefit expressed as percentage of the sum

	Right	Left
Loss of one arm	60%	50%
Loss of one hand or forearm	60%	50%

Loss of one leg above the knee	60%	60%
Loss of one leg from or below the knee	50%	50%
Loss of one foot	40%	40%
Loss of sight of one eye		50%
Loss of sight of both eyes		100%
Complete loss of speech		100%
Complete deafness of both ears		100%

If the Insured is a left-handed person, then percentage specified for insurance indemnity estimate for left and right limb trauma are changed respectively.

No indemnity for permanent disability is payable if the permanent disability becomes manifest for the first time more than three (3) years after the accident.

If several parts of the body have been injured in a single accident, the maximum amount of compensation that will be paid will be based on an estimated degree of disability of 100%.

6. Luggage cover

6.1 Luggage delay

Sum insured up to 340 EUR.

The luggage delay cover, if the registered/checked – in luggage has not been distributed within 4 hours of the arrival of the transport at a destination outside the home country up to the sum insured. The compensation is payable for necessary and reasonable extra expenses for essential articles of e.g. clothes and toilet articles.

A certificate of the luggage delay from the transport company and receipts for personal purchases must be obtained and retained.

6.1.1 Indemnity is paid on condition that:

- the luggage has been checked in with an airline as accompanying luggage,
- the insured has taken reasonable steps to recover the luggage,
- delay in the transport of luggage has been immediately reported to the airline company concerned, and received certificates from the airline company of delayed luggage and their returning, which the insured must present when presenting his or her claim,
- the insured has the original receipt(s) for his/her purchases of essential articles.

The transport company has the primary liability, and the insured must always first claim compensation from the transport company.

6.1.2 No indemnity for delay is paid in the case of:

- flights other than those registered in the international reservation system for registered regular routes or charter flights,

- luggage seized by customs or the authorities,
- a delay due to a strike or industrial action that the insured was aware of before setting off on the trip,
- a delay due to the imposition of a flight ban or other action by the aviation authorities or other authorities that the insured was aware of before setting off on the trip,
- luggage delayed when returning home.

6.2 Loss of luggage

Sum insured up to 850 EUR, deductible 50 EUR.

The loss of luggage cover the damage to or loss of ordinary luggage taken by the insured on a trip or obtained during a trip, as well as the below-mentioned documents due to a sudden and unpredictable event.

Ordinary luggage means utility articles which the insured carries with him/her or which accompany the insured on the trip.

Documents covered by the insurance are: passport, identity card, driver's licence, registration certificate of a vehicle and Bank card. The indemnity for these documents means the renewal costs of the documents.

6.2.1 Luggage not covered by the insurance:

- cash, cheques, tickets or purchase coupons,
- theft-prone property such as cameras, computers, mobile phones and jewelleryes (see clause 6.3),
- goods and utility articles stored in the travel destination for more than 3 months,
- motor-driven vehicles and equipment, caravans or other trailers, watercraft or aircraft, or parts or accessories of the before-mentioned,
- eyeglasses or contact lenses, sunglasses, dental prostheses, hearing aids or other personal auxiliary devices,
- means of gainful employment, EDP (Electronic Computer) equipment, EDP (Electronic Computer) programs, EDP (Electronic Computer) files or their parts, telefax and copying machines,
- manuscripts, collections or their parts,
- merchandise, samples advertising material, commercial or educational films and tapes, photographs, drawings or diskettes,
- animals and plants,
- moving goods or freight,
- windsurfing board including its sail,
- property rented or borrowed during the trip or damage caused thereto.

6.2.2 Loss or damage not covered by the insurance

No indemnity is payable for:

- luggage seized by customs or the authorities,

- to the luggage in connection with using the luggage,
- forgetting the luggage,
- misplacement or forgetting cash, credit cards or other means of payment,
- fraudulent use of any means of payment and financial losses thereto,
- by financial loss related to unauthorised use of a mobile phone,
- by ordinary use, scratching or deficient protection of the property,
- by actions of the authorities,
- repair, cleaning or other handling of the object,
- to the object gradually, for example due to weather conditions or humidity,
- by a pressure wave of a supersonic aircraft,
- by bicycles, skis or other sports equipment when used for their original purpose,
- to property rented or borrowed during the trip.

The insurance does not cover a loss or damage, which is indemnified on the basis of a special law, guarantee or other insurance. The insurance does not cover a theft if a notice of a crime has not been made to the local police authority within 24 hours, or if this is not possible, to the travel agent.

6.3 Safety regulations and their purpose

The purpose of safety regulations is to prevent the occurrence of damage and reduce the degree of damage occurred. Failure to observe the safety regulations may result in the reduction or refusal of indemnity.

6.3.1. Safety regulations – public places

The insured may not leave luggage without constant supervision in public places, such as traffic stations, marketplaces, restaurants, shops, lobbies of hotels and other accommodation buildings, beaches, sports fields, public transport or common places of interest and tourist sites. If bicycles, skis, snowboards or other sports equipment must be left unsupervised outside or in public spaces, they must be locked to appropriate racks or to another suitable fixed object.

6.3.2 Safety regulations – interior and storage facilities

When storing property in a hotel room, cabin or a comparable place of accommodation, objects and equipment exceeding the value of 336 EUR must be stored in a separate locked space, if such is possible taking the use and size of the object and the circumstance into account. Object or equipment exceeding the value of 168 EUR may not be stored in a tent or dormitory accommodation unless supervision has been separately organized.

6.3.3. Safety regulations – vehicles and comparable objects

When storing property in a motor-driven vehicle, caravan, boat or a comparable vehicle, the property must be kept in a separate locked trunk. Ski boxes, side bags or tank bags and trailers etc. are not considered such a storage facility. If luggage is

stored in the trunk of an estate car or a comparable vehicle, the luggage must be covered.

6.3.4 Other regulations

Instructions for use provided by the manufacturer, seller or importer of the object must be followed. Instruction and packing regulations of the transport company must be observed. Liquids as well as staining and corrosive substances must be transported separately and packed in such a way that they cannot stain other luggage. Fragile objects and theft-prone property such as cameras, computers, mobile phones and jewellery must be transported as hand luggage in public transport.

7. Liability cover

7.1 Property liability and personal liability

Property liability: Sum insured up to 84,100 EUR.

Personal liability: Sum Insured up to 84,100 EUR.

With liability insurance covers means that the insurance covers damage caused to property for which the insured is liable according to applicable law when the liability is based on an act or negligence taking place during the period of validity of the insurance. Chartis Finland examines the grounds and the amount of the claims presented to the insured and shall represent the insured if the claim is settled in a court of law. Damage caused by a child is indemnified even if the child were not liable for damage due to his/her age. The insurance also covers damage caused deliberately by a child under 12 years of age.

7.2 Exclusion clause

No indemnity is payable for:

- loss or damage to the insured himself/herself, or to a family member or a travelling companion of the insured,
- loss or damage arising due to an assault, a fight or in connection with another actual or attempted crime,
- loss or damage to property which, at the time of the act or negligence, was or still is in the custody of the insured, either on loan or otherwise handled by the insured to his/her benefit, e.g. leased by the insured,
- loss or damage caused by the possession or use of a motor vehicle, motor-driven equipment, or a vessel, boat or aircraft which has to be registered,
- the spread of an infectious disease,
- a fine or any other similar sanctions,
- loss or damage caused by the insured while practising his/her occupation, trade or other gainful employment,
- loss or damage for which liability is based on an agreement, a commitment, a promise or guarantee,
- loss or damage for which the insured is liable in his/her capacity as the owner or occupant of a building,
- loss or damage covered under other liability insurance.

The indemnity may be reduced or disallowed if the insured, wilfully or through gross negligence or use of alcohol or other intoxicant, has contributed in failing to observe the salvage obligation and/or other obligations of these terms and conditions.

7.3 Indemnification against loss or damage

The policy covers loss or damage up to the sum insured.

Loss or damage occurring in the same event or under the same conditions is considered to constitute a single loss event.

Where several parties are jointly liable to make good a case of loss or damage, the policy indemnifies against that part of the loss or damage which corresponds to the culpability attributable to the insured and to any advantage he/she may have gained through the loss event. Otherwise, the policy indemnifies only the per capita share of the total loss.

7.4 Settlement of claims and trial

Chartis Finland will investigate the liability of the insured, negotiate with the claimant for a settlement and pay the indemnity for the loss or damage.

The insured must provide an opportunity for Chartis Finland to assess the extent of the loss or damage and to reach a settlement.

If a loss event results in legal action, the insured must immediately notify Chartis Finland thereof. Chartis Finland has the right to decide on any measures related to the legal action. Chartis Finland may decide not to indemnify any costs arising from a legal action of which it has not been notified by the insured. If the insured compensates, agrees to compensate or accepts a demand to compensate loss or damage, this will not bind Chartis Finland unless the amount of the compensation is manifestly reasonable.

If Chartis Finland is ready to make a settlement with the party suffering the loss or damage but the insured is not, Chartis Finland is not liable to indemnify any costs incurred thereafter or to make further investigations on the matter.

8. Delay of departure

Sum insured up to 340 EUR.

The insurance cover is intended for situations in which the insured has to await departure of a flight or other conveyance forming part of the original travel plans, if the departure is delayed for more than 4 hours owing to a delay in the flight or other public conveyance or because of overbooking. Necessary and reasonable living expenses such as meals and any accommodation expenses if required abroad are indemnified up to the sum insured. Any remuneration or compensation that the insured is or would be entitled to from the travel organizer when the reason for the delay transpires is deducted from the indemnification.

The purchases and accommodation are to take place at the location where the delay occurred and at the time of the delay.

The insured must obtain from the airline company, traffic contractor or travel organizer written confirmation of the delay and the reason for the delay.

The original receipts and a statement on the travel bookings and the related confirmation received must be appended to the notification form.

Public conveyance means a licensed transportation of passengers on regular routes. Chartered flights are considered to be public transport if the aircraft used was ordered by a travel agency or a tour operator.

8.1 No indemnity is payable

- in the case of other than customarily registered charter or regular flights,
- if the delay is due to the insured's failure to check for the flight in accordance with the airline company's instructions,
- on the basis of a delay due to a strike or industrial action which the insured was aware of before departing on the journey,
- on the basis of a delay due to the imposition of a flight ban or other action by the aviation authorities or other authorities that the insured was aware of before departing on the journey.

9. Cancellation cover

Sum insured up to 1.700 EUR.

The policy indemnifies, up to the sum insured, against **cancellation of a trip, i.e. the insured being prevented from setting off on a trip from his/her home country or Lithuania**, necessary because of the acute and serious illness, accident or death of the insured or his/her next-of-kin. The necessity is assessed on medical grounds by a medical doctor. Other insured persons living in the same household are also covered for trip cancellation if the trip is booked together with the insured that is prevented from traveling as defined hereinabove.

The next- of-kin refers to a spouse, common-law spouse, child, adoptive or foster child, child of the spouse or common-law spouse, grandchild, parents, parents-in-law, adoptive or foster parents, siblings, half-siblings or stepsiblings, daughter-in-law or son-in-law or, if the insured has booked the trip for two people, travelling companion.

Indemnification is also granted for cancellation expenses incurred from the necessary cancellation of a trip due to a significant, unexpected financial loss concerning the insured's property in his/her native country or Lithuania. The policy indemnifies against cancellation expenses for which the insured is liable, with due reference to the terms of the trip specified by the travel organizer, up to the sum insured. Any remuneration or compensation that the insured is or would be entitled to from the travel organizer or a transport company when the reason for the cancellation transpires are deducted from the indemnification.

9.1 Exclusions

The cancellation of a trip is not covered if the reason for cancellation arose before the trip was booked and paid for. The cancellation of a trip is not covered if the sudden illness resulted from abuse of alcohol or medicine or use of drugs.

The insurance is valid only if the illness or the injury was acute and unknown when ordering the trip.

For person with pre-existing conditions, chronic illness, infectious disease and infirmity illness, the insurance is valid only if the person has been free from symptoms the last six months before they buy the journey.

Travel/arrangements are to be cancelled as soon as possible after it has become known that the travel cannot be undertaken.

10. Missed connecting flight

Sum insured up to 1,000 EUR.

The insurance cover is intended for situation in which the insured can not reach the departure point of the connecting flight due to airline company's service failure for the following reasons:

- weather conditions, natural catastrophe, technical reasons, criminal act, action by an authority, overbooking or cancellation of the flight.

Necessary and reasonable expenses for extra travel expenses, living expenses such as meals and any accommodation expenses if required abroad are indemnified up to the sum insured.

Any remuneration or compensation that the insured is or would be entitled to from the travel organizer or the airline company is deducted from the indemnification.

The original receipts and a statement on the travel bookings and the related confirmation received must be appended to the notification form.

10.1 No indemnity is payable

- if the missed connecting flight is due to the fact that the transfer time in the original travel plan is less than 2 hours.

11. Trip Interruption

Sum insured up to 850 EUR.

The trip is considered interrupted if the insured has to return home or is hospitalized before the end of a trip. The interruption is covered if it is caused by an acute, serious and unexpected illness, accident or death of the insured or his/her next-of-kin.

The interruption is indemnified if any of the above-mentioned reasons has necessitated the insured to interrupt his/her trip. As far as the accident or illness is concerned, the necessity is assessed on medical grounds.

Untimely return of the insured is indemnified only if the care of the insured's illness or accident requires his/her return to home country on medical grounds.

In case a trip is interrupted, the insurance covers unavoidable additional travel and accommodation expenses of the insured, but not food or meal costs, unused services, excursions and travel at the destination for which the insured has paid in advance.

Costs arising from the repatriation of a transport vehicle are not covered if a trip is interrupted. The remuneration or compensation that the insured is entitled to from the tour operator or a transport company is deducted from the indemnity.

12. Missed departure

Sum insured up to EUR 1,700.

The policy indemnifies costs related to missed departure or connecting transportation abroad or in the home country of the insured in conjunction with air travel abroad, if the insured fails to arrive at the departure point in accordance with the original travel plan for a pre-booked flight, boat or train trip because a public conveyance or transport arranged by the tour operator is delayed or the private motor vehicle is delayed due to a traffic accident where the vehicle in which the insured is travelling, is directly involved. The policy indemnifies reasonable and necessary extra transport and accommodation expenses. Expenses are indemnified up to the maximum sum insured defined in section 4 and not more than the price of the original trip.

The policy does not indemnify costs related to missed departure or connecting transportation if the insured has failed to be at the point of departure as per the written instructions set by the transport company.

13 Claims procedures

13.1 Actions to be taken in the event of incident

A claim for indemnity must be submitted to Chartis Finland within one (1) year of the date on which the claimant was informed of his/her right to obtain compensation, but within 10 years period starting from event of incident. If no claim for indemnity is made within this period, the claimant shall forfeit his/her right to indemnity.

The claimant must provide Chartis Finland with the documents and information needed to assess Chartis Finland's liability. The notification must be made whenever possible on Chartis Finland's own form and must be signed. If the claimant has, after the insurance event, fraudulently provided Chartis Finland with erroneous or deficient information, which is of importance in investigating the insurance event,

and Chartis Finland's liability, the indemnity can be reduced or disallowed, depending on what is reasonable in the circumstances. In cases which incur minor costs, it is recommended that the insured should first meet these costs himself/herself before subsequently applying for indemnity upon his/her return from the trip, presenting the original receipts.

13.1.1 The loss notification form must include the following information and attachments:

- policy number,
- attached travel ticket or other proof of trip,
- physician's certificate, duly dated and signed, with an accurate description of the illness or injury,
- original receipts for goods, services, treatment and medication costs,
- in liability and traffic loss or damage, the address and any insurance information of the claimant and other parties concerned,
- bank account number and address of bank,
- in the event of loss of or damage to luggage, a copy of the claim form presented to the carrier and/or theft report presented to the police,
- in the event of theft, a report of the crime or the travel organizer's confirmation of the event,
- in the event of delayed luggage, a certificate issued by the airline and a certificate of the return of the luggage to the insured,
- in the event of death, the death certificate, the record of an autopsy, if any, and documents defining the beneficiaries (e.g. deed of estate inventory, extract from the personal register giving details of relatives),
- in the event of an accident, a description of the loss event and names and addresses of witnesses, if any,
- police investigation report, if any,
- date of examination carried out by a physician and the physician's address,
- if Chartis Finland has asked the insured to submit to an examination carried out by a physician, Chartis Finland will indemnify the insured for the expenses arising from the examination. In the event of indemnity paid on the death of the insured, Chartis Finland is entitled to request that an autopsy be performed, the costs of which will be paid by Chartis Finland.

13.1.2 Procedure for indemnification of medical treatment expenses.

In case of minor expenses, it is recommended that the insured meet these costs first and only then apply for the compensation, duly presenting the receipts and other relevant documentation proving the costs paid.

In case the medical treatment expenses should be covered by any kind of compulsory health insurance under the Lithuanian laws or relevant laws of any other applicable jurisdiction, the insured must apply for compensation to the relevant institutions, irrespective of whether Chartis Finland or the insured person himself/herself has already paid those expenses or not. The application for compensation under the Lithuanian relevant laws or relevant laws of any other applicable jurisdiction providing for the compulsory Health Insurance, as the case may be, must be submitted to the applicable Social Insurance Institution within the time period

prescribed by relevant laws after the insurance event, but in no case later than within six (6) months of payment of the medical treatment costs by Chartis Finland or by the insured person.

In case the expenses shall be compensated by the compulsory health insurance and Chartis Finland has already paid the expenses, Chartis Finland shall have the right to the compensation paid by the compulsory health insurance.

The claimant must submit to Chartis Finland the original receipts for any compensation paid by the applicable Social Insurance Institution and copies of any receipts submitted to the Social Insurance Institution by the claimant. Any receipts against which the claimant has not received compensation under the Lithuanian relevant laws or relevant laws of any other applicable jurisdiction providing for the compulsory Health Insurance, as the case may be, or any other act and which are then submitted to Chartis Finland must be original.

If the entitlement to compensation under the Lithuanian relevant laws or relevant laws of any other applicable jurisdiction providing for the compulsory Health Insurance, as the case may be, has been cancelled because the insured person has not filed due application, Chartis Finland will deduct from the indemnity the part that would have been paid under the Lithuanian relevant laws or relevant laws of any other applicable jurisdiction providing for the compulsory Health Insurance, as the case may be.

13.2 Fraudulent information

If the insured makes fraudulent statements, withholds or conceals anything, which may be of significance for the assessment of a claim, compensation shall not, as a rule, be paid.

13.3 Applying for compensation and notifying the insurance company

The occurrence of an incident should be notified to:

Local Claims handling and Insurance Assistance is always:

Transcom Worldwide Vilnius

Žirmūnų g. 139
Vilnius, Lithuania
Tel. +370 5 2363 416
Fax +370 5 2363 440

Assistance Company:

Travel Guard SOS International

Tel. +45 7010 5054 (24/7)
Fax + 45 7010 5056
sos@sos.dk
(24 hour service in English)

Insurance Company:

Chartis Europe S.A. (Finland)
Kasarmikatu 44
01300 Helsinki
Finland
Tel + 358 203 03456

Fax + 358 9 6860 3880

In serious illness or accidents, the insured or another person should contact Travel Guard.

Recommended procedures if you are not satisfied with Chartis Finland's claims assessment.

It is the intention at Chartis Finland to provide personal service, which allows for good customer relations. If you are not satisfied with our claims assessment and payment of compensation, it is important for you to know how to proceed in order that your case may be re-examined.

Claims adjuster

It is always useful to speak to your claims adjuster. If you are still not satisfied, our claims adjuster has a responsibility, on his/her own initiative, to refer your claim to a higher instance at Chartis Finland.

14 General Terms of Contract – Travel Insurance

The general terms are based on the Civil Code and the Insurance Law of the Republic of Lithuania.

14.1 Earthquake, volcanic eruption, war and nuclear process

Compensation is not paid for any injury or accidental death whose origin or scale was directly or indirectly caused by, or is related to:

- earthquake or volcanic eruption,
- war, warlike events, civil war, revolution or riot,
- nuclear processes,
- terrorism,
- radioactive, biological and chemical materials.

14.2 Risk areas

Chartis Finland has right from time to time to exclude some countries or territories where the insurance is not in force. The insured is advised to contact Transcom Worldwide Vilnius prior to the travel in order to clarify the risk areas, tel. + 370 5 2363 416.

14.3 The risk of war

Chartis Finland is not liable for any losses or damage incurred in connection with the risk of war, i.e.: war and conditions resembling war, revolutions, uprisings and any use of military forces.

14.4 Terrorism

This insurance does not apply to any loss arising out of any Terrorist Act.

Terrorist Act - shall mean any actual or threatened use of force or violence directed at or causing damage, injury, harm or disruption, or commission of an act dangerous to human life or property, against any individual, property or government, with the stated or unstated objective of pursuing economic, ethnic, nationalistic, political, racial or religious interests, whether such interests are declared not.

In addition, no indemnity is payable for any injury or death arising out of the intentional use of military force to intercept, prevent, or mitigate any known or suspected Terrorist Act. Terrorism shall also include any act, which is verified or recognized by the (relevant) Government as an act of terrorism. Robberies or other criminal acts, primarily committed for personal gain and acts arising primarily from prior personal relationships between perpetrator(s) and victim(s) shall not be considered Terrorist Acts.

14.5 Time for payment of compensation

Compensation shall be paid no later than one month after the insured party's having fulfilled his/hers obligations under this policy.

14.6 Force majeure

The insurance company is not liable for losses arising if claims adjustment or cash payments are delayed due to any cause beyond its reasonable control, including but not limited to war, warlike events, civil war, revolution or riot, actions of a public authority, strike, lockout or blockade.

14.7 Common exception

- Chartis Finland is released from liability to any insured, or a person other than the insured who is entitled to indemnity, who has wilfully caused the insurance event. If the insured has caused the insurance event through gross negligence, Chartis Finland's liability may be reduced, depending on what is reasonable in the circumstances,
- injury caused by an illegal act committed by the insured, his/her next of kin or legal heirs,
- participation in expeditions or voyage of discovery, unless the expeditions or voyage of discovery is a normal excursion of a charter trip.

14.8 The Consumer protection authority issuing recommendations

If the claimant is dissatisfied with Chartis Finland's decision, he/she may ask the National Consumer Rights Protection Board of Lithuania for advice and counseling. These authorities are impartial bodies whose function is to advise consumers in insurance and indemnity matters.

Chartis Finland's decision can be submitted also to the Insurance Supervisory Commission of the Republic of Lithuania.

14.9 Court of first instance

If the claimant is dissatisfied with Chartis Finland's decision, he/she may bring action against Chartis Finland. The action may be brought in the court of first instance in the claimant's domicile in Lithuania, in the domicile of Chartis Finland or in the place of loss in Lithuania, unless otherwise prescribed by Lithuania's international agreements. Action against Chartis Finland's indemnity decision must be brought within three years commencing from the end of the calendar year during which claim falls due. If the insurer has been informed of the claim, the running of the limitation period shall be suspended until the policyholder/insured person receives the decision made by the insurer concerning the claim. In this case, the claim expires ten (10) years after the end of the calendar year during which the claim fell due. After the time limit has expired, the right to bring action ceases.

15. Applicable law

In addition to the terms and conditions of this Card Travel Insurance Contract, the insurance is governed by Lithuanian law.

In case of dispute the Lithuanian wordings prevail.