

Adopted by Order No. V-1/15 of the CEO of the Branch of 23 February 2015

## **HEALTH INSURANCE RULES No.010**

Effective from 01 March 2015

### **GENERAL PROVISIONS AND CONCEPTS**

- 1.1. The present health insurance rules (hereinafter – the insurance rules) determine the rules of health insurance, provided by the Insurer.
- 1.2. The General Insurance Terms and Conditions of the Insurer shall not apply to the present health insurance rules.
- 1.3. The concepts, starting with a capital letter, used in the insurance contract as well as in the mutual notices, sent by the parties during the contract performance, shall have the meaning and/or specific content defined in the present rules or annexes to them and shall be respectively interpreted, unless otherwise stated in the insurance contract or the respective notices of the parties and/or the context expressly otherwise requires.

**Contract** shall mean the health insurance contract, concluded between the Insurer and the Policyholder on the basis of the present rules according to the Application of the Policyholder and the offer of the Insurer, the consent of the insured regarding personal data handling and, if applicable, survey forms according to which the Insurer undertakes to pay, in case of the Insurable Event, Insurance indemnification provided for by the Contract and in accordance with the procedure prescribed by the Contract. The Contract shall cover the following integral parts: the Insurance Certificate (Policy), the Insurance Rules, the Application accepted by the Insurer, the Offer, the terms and conditions set forth in other documents related to the Insurance Contract or individually concluded by the parties (e.g., survey forms, individual or special terms and conditions) including all annexes thereto and available or future amendments to respective documents in full or partially, including a new wording.

**Insurer** shall mean Compensa Life, Vienna Insurance Group SE, operating in the Republic of Lithuania via Compensa Life, Vienna Insurance Group SE, Lithuanian branch or its legal successor and/or acquirer of its rights and/or obligations.

**Policyholder** shall mean a natural person or legal entity, which has applied to the Insurer regarding conclusion of the Contract and/or which has been offered by the Insurer to conclude the Contract or which has concluded the Contract with the Insurer for his or other person's benefit.

**Insured** shall mean a natural person, stated in the Contract, whose insurance risk is insured and to whom the Insurer shall pay the insurance indemnity in case of an insurable event occurring during the Contract validity term in such person's life.

**Partner** shall mean any following entity with whom the Insurer has entered into a respective cooperation contract on rendering services for the Insurer's clients and other cooperation conditions:

- an institution, having valid licenses, issued under procedure laid down by the applicable law, to provide health care services, with which the Insurer has concluded the cooperation agreement;
- a pharmacy, entitled to pharmaceutical activities under the procedure laid down by the laws of the Republic of Lithuania.

The list of Partners shall be published on the website of the Insurer.

**Insurance Coverage** shall mean the obligation of the Insurer to pay the Insurance Indemnification in accordance with the terms and conditions and the procedure set by the Contract in case of the Insurable Event. The specific Insurance Coverage shall come into effect on 00:00 o'clock on the first day of the Insurance Period, in any case, no earlier than on the date following the payment of the first Insurance Premium or the full Insurance Premium, and shall be valid until 24:00 o'clock on the last date of the Insurance Coverage or until the cancellation or termination of the Contract on other grounds.

**Limits of the Insurance Coverage** shall mean the health care services provided for by the Health Insurance Program and/or the Contract, which are subject to the Insurance Coverage.



**Insurance Period** shall mean the period of validity of Insurance Coverage indicated in the Contract, which is determined as a specific time limit.

**Insurance Certificate (Policy)** shall mean a document certifying the conclusion of the Contract and the terms and conditions thereof, which is issued in accordance with the procedure and within the time limits set by the Insurer in case of conclusion and/or amendment of the Contract. If a new or further Insurance Certificate (Policy) is issued, previous Insurance Certificates (Policies) to the same Contract shall be null and void.

**Sum Insured** shall mean the maximal sum of money indicated in the Insurance Certificate (Policy), which insures the property interests and which the Insurer undertakes to pay in case of the Insurable Event.

**Insurable Event** shall mean the event foreseen by the Contract, in case of which the Insurer, in accordance with the procedure and terms and conditions provided for by the Contract, pays the Insurance Indemnity. However, in any case, only an accident that occurs after the moment when the Contract comes into effect and during the term of validity of Insurance Coverage and is not a non-insurance event according to the Contract may be acknowledged as the Insurable Event. The Insurable Event shall be justified by due proofs and documents the form and wording of which is acceptable to the Insurer.

**Deductible** shall mean a part of loss (*expenses*), compensated by the Policyholder or the Insured in case of every Insurable Event.

**War and State of Emergency** shall mean war or actions similar to war in their nature, irrespective of their forms or the fact if the war has been officially declared or not, as well as military incursion or similar military actions, military government establishment, rebellion, mass riots, civil unrest, use of weapons, occupation, revolution, civil wars, uprisings, government upheaval, siege, declaration of martial law or the state of emergency or any other events or circumstances, determining the state of emergency.

**Medically Reasonable Services** shall mean services prescribed by a physician and based in the medical documentation, necessary for determination (examination) and treatment of

health disorder of the Insured due to the Insurable Event.

**Alternative Medicine** shall mean disease diagnostics and treatment with alternative methods, including, without limitation, acupuncture, electro-acupuncture, bio-resonance computer diagnostics, food intolerance test, hydrocolon therapy, phytotherapy, leech therapy, lithotherapy, aerophytotherapy, music therapy, chromotherapy.

**Offer** shall mean an offer issued by the Insurer, stating the terms and conditions, under which the Insurer agrees to conclude the Contract.

**Application** shall mean an application, the form and wording of which is set by the Insurer, for the conclusion and/or amendment of the terms and conditions of the Contract, which is duly filled in and signed by the Policyholder and the Insured, as well as accompanying documents thereto.

**Radiation** shall mean a radioactive radiation, pollution or poisoning (intoxication), nuclear reaction or nuclear energy impact, as well as unauthorised use of nuclear weapons.

**Health Care Services** shall mean the treatment, consultation, diagnostic tests, rehabilitation, pharmaceuticals purchase, optics, odontology, disease prevention, and wellness services and/or goods (if applicable), stated in the Contract and provided to the Insured.

**Health Insurance Program** shall mean the Health Care Services selected by the Policyholder and the Insured during conclusion of the Contract, after which provision due to the Insurable Event the Insurance Coverage is applicable.

**Health Insurance Card** shall mean a plastic card issued by the Insurer to the Insured, which certifies the provision of Insurance Coverage and which must be produced to the Partner in order to receive the Health Care Services.

**Health Disorder** shall mean a change of health or physiological state of the Insured in as much as such health disorder, in case of the respective indications (*clinic*), is determined and substantiated in the medical documents by a physician and when medically-based examinations and/or treatment, prescribed by a physician are necessary for a full analysis and elimination of such health disorder.



## **2. INSURANCE CONTRACT CONCLUSION**

2.1. Prior to conclusion of the Contract, the Policyholder shall submit to the Insurer the Application. Submission of the Application shall not oblige the Insurer to conclude the Contract, if the insured risk is not acceptable to the Insurer.

2.2. The Insurer may present the Policyholder with the Offer to conclude the Contract.

2.3. The Insurer shall be entitled to request from the Insured to fill in the survey questionnaires of a form set out by the Insurer, and the Policyholder shall assure the submission of duly filled in survey questionnaires to the Insurer.

2.4. Upon reaching an agreement and conclusion of the Contract by the Insurer and the Policyholder, the Insurer shall issue an Insurance Certificate (Policy) to the Policyholder and the Health Insurance Cards designed for the Insured.

**2.5. Insurance Coverage shall become effective from the moment stated in the Contract, however, no earlier than on the next day after the Policyholder pays and the Insurer records the insurance premium or first part thereof, if the Contract does state otherwise.**

2.6. In case the insurance premium is paid before the effective date of the Insurance Coverage set out in the Contract, in case of Insurable Events stated in the Contract, the Insurer shall not be obliged to pay the Insurance Indemnity.

2.7. The Insurer, after assessment of the insured risk, may refuse to conclude the Contract without stating any reasons in this regard. If the Policyholder pays an insurance premium to the Insurer's account prior to the Contract conclusion, and the Insurer refuses to conclude the Contract with the Policyholder, the paid premium shall be returned to the person, who has paid it.

2.8. The Policyholder shall inform the Insured about the Contract and its terms and conditions and ensure that the Insured will use the rights laid down in the Contract while duly performing the related obligations.

## **3. INSURANCE OBJECT**

3.1. Insurance object is the property interest of the Insured, related to the health of the Insured.

3.2. The Contract states the Insurance Coverage, given to the Insured in regard to the Insurable Event(s) and the Limits of Insurance Coverage .

3.3. In case of an Insurable Event occurring during suspension of the Insurance Coverage, the Insurer shall be entitled to not pay the insurance indemnity.

3.4. If the Insurance Certificate (Policy) does not state otherwise, the Insurance Coverage shall be valid and Insurance Indemnities shall be paid only in regard to the Health Care Services, provided/purchased within the territory of the Republic of Lithuania.

3.5. Based on the Contract, the Insurance Coverage shall not be granted when Health Care Services are provided to the Insured and the expenses for the provided services, pharmaceuticals and medical aid measures are indemnified, according to the applicable legislation, at the expense of assets of the mandatory health insurance budget of the Republic of Lithuania. If such expenses are partially indemnified at the expense of assets of the mandatory health insurance budget of the Republic of Lithuania, the Insurance Coverage shall not be provided only for the indemnified part of expenses.

## **4. INSURABLE EVENTS**

4.1. A treatment and diagnosis of the Health Disorders of the Insured, which is foreseen in the Health Insurance Program, and other Health Care Services related to health and wellness of the Insured, which are foreseen in the Contract and which are provided with Insurance Coverage, shall be deemed the Insurable Event.

4.2. An event shall be recognized as the Insurable Event only if a physician, providing the Health Care Services acts within the limits of competence of physician's specialty, described and approved by the applicable legislation and holds a valid licence of medical practice, issued by a competent state authority.

4.3. Only those events indicated in the Contract, which have occurred during the Insurance Period and within the Limits of the Insurance Coverage shall be deemed Insurable Events. The detailed description of Insurable Events according to every Health Insurance Program is given in annexes No. 1 and No. 2 to the Insurance Rules.



## 5. UNINSURABLE EVENTS

**5.1. The following shall not be considered the insurable events and the Insurer shall not pay the insurance indemnities regarding the following:**

5.1.1. Health Disorders, which to any extent have been directly or indirectly caused by a War and the State of Emergency, Radiation or pandemic, as well as mass disasters, caused by natural catastrophes/acts of nature;

5.1.2. Health Disorders, caused by intentional self-injury or attempt of suicide of the Insured, as well as self-willed termination or change of treatment, prescribed by a physician;

5.1.3. Health Disorders, occurred during planning to commit or performance of criminal activity by the Insured or any other act or inaction, conflicting with the law, good moral and/or public order;

5.1.4. Health Disorders, caused by wilful or negligent action or inaction of the Policyholder or the Insured;

5.1.5. Health Disorders, occurred or aggravated due to alcohol, drug use or intoxication with toxic substances;

5.1.6. Pregnancy termination without medical indications and/or health disorders, which are caused or aggravated due to pregnancy termination without any medical indications;

**5.2. The following events shall also be deemed uninsurable:**

5.2.1. If the date and circumstances of the event, amount of incurred expenses cannot be fully and accurately determined based on the documents submitted by the Insured;

5.2.2. The Insured refuses to undergo a medical examination, as laid down in clause 7.10. of the present insurance rules;

5.2.3. If treatment of Health Disorders or prescription of diagnostic tests is not medically based or tests and services are related to determination of a disease, which is not recognized as the insurable event;

5.2.4. If diagnosis and/or treatment of Health Disorders has been carried out in alternative medicine methods, in diagnosis, treatment method,

etc., not licensed by the Ministry of Health of the Republic of Lithuania and/or diagnosis and/or treatment services have been provided at personal health care institution, not licensed by the Ministry of Health of the Republic of Lithuania;

5.2.5. If treatment, analysis, disease prevention services, purchased pharmaceuticals or other services have been intended not to the Insured;

5.2.6. If it appears during investigation of the event that the Policyholder and/or the Insured has deliberately concealed information, which could have influenced the Contract conclusion, losses and/or occurrence of the insurable event.

**5.3. Unless the Contract stipulates otherwise,, the Insurer shall not pay the Insurance Indemnity regarding the following:**

5.3.1. Pregnancy care, childbirth and post-partum care; Health Disorders, caused by pregnancy, childbirth and breastfeeding, which have developed or worsened after the childbirth (*gynaecological, breast and neurological pathology*);

5.3.2. Diagnostic health tests without any clear pathology or clinic;

5.3.3. Aesthetic plastic surgery, aesthetic dermatology treatments (*including medical phototherapy, photodynamic therapy, pulsed light therapy, laser treatment*), treatment of acne and comedone blemishes, pigmentation disorders;

5.3.4. Diagnosis and treatment of AIDS, HIV (in carrying case), syphilis, gonorrhoea, trichomoniasis, Chlamydia, ureaplasmosis, human papilloma virus, herpes genitalis and other sexually transmitted diseases;

5.3.5. Chemotherapy and radiotherapy for cancer diseases;

5.3.6. Diagnosis and treatment of infertility, impotence, IVF (in vitro fertilization) procedures;

5.3.7. Nursing services, except cases, stated in Clause 1.4.2. of the annex No.1 to the present rules;

5.3.8. Organ transplantations, bone marrow transplantations, haemodialysis procedures, treatment using stem cells;

5.3.9. Acquisition of replacement prosthesis and joint replacement surgery;



5.3.10. Overweight diagnosis and treatment (*conservative and surgical*), hydrocolon therapy, food intolerance tests;

5.3.11. Treatment of benign tumours, warts, and moles;

5.3.12. Diagnosis and treatment of vascular diseases and leg varicose veins;

5.3.13. Laser treatment for toenail fungus;

**5.4. The Insurer shall not pay/compensate the expenses of the Insured, incurred for purchase of the following:**

5.4.1. Medication intended for treatment of additions;

5.4.2. Antineoplastic drugs (*medication for treatment of oncology and onco-haematological diseases*);

5.4.3. Medication, not registered in the Register of Medicinal Preparations of the Ministry of Health of the Republic of Lithuania or the Register of Medicinal Preparations of the European Community;

5.4.4. Sex hormones and reproductive system affecting drugs, contraceptives;

5.4.5. Medicines to treat impotency;

5.4.6. Food additives and supplements, homeopathic medications, drugs of vegetable and animal origin;

5.4.7. Preparations for weight reduction;

5.4.8. Preparations for systemic enzyme therapy;

5.4.9. Dental guards (whitening, myorelaxing, sport, for bruxism);

5.4.10. Hygiene products, thermometers, inhalers, testers, hot-water bottles, hearing aids, scales and blood pressure measurement devices;

5.4.11. Eyeglass frames, eyeglasses care products and accessories (*eyeglasses cases, cleaners, etc.*), sunglasses;

5.4.12. Compensatory technical equipment (*wheelchairs, functional beds*).

5.5. If the Health Disorder is considered the uninsurable event based on the Contract, the treatment of other manifestation shall be deemed the uninsurable event as well and the insurance indemnities shall not be paid in regard to them.

5.6. The Insurer shall not pay the Insurance Indemnity if the Insurable Event has occurred during the period, when the validity of Insurance Coverage was suspended or expired.

5.7. When in case of the Insurable Event some expenses are indemnified out of the funds of one Health Insurance Program, the remaining portion of expenses with regard to the same event shall not be indemnified out of the funds of other Health Insurance Program.

5.8. The Insurer shall also be released from payment of the insurance indemnity in other cases of release from payment of Insurance Indemnity stated in the Contract and laid down by the applicable law.

5.9. The Insurer can reduce or refuse to pay the Insurance Indemnity, if the Policyholder or the Insured has submitted incorrect data or false information on the provided Health Care Services or in other events set by the Contract and applicable law and in accordance with the procedure prescribed by the Contract and applicable law.

## **6. SUM INSURED**

6.1. Upon payment of each Insurance Indemnity, the sum insured shall be reduced by the respective paid insurance indemnities.

6.2. Sum Insured may be determined by instalments as well, i.e. for every Health Insurance Program separately.

## **7. INSURANCE PREMIUMS**

7.1. Insurance Premium shall be determined by the Insurer, based on the information provided by the Policyholder on the material circumstances, having and/or able to have influence on possibility of occurrence of an insurable event and/or amount of possible losses/expenses selected Health Insurance Program and other factors.

7.2. Insurance Premium and its payment terms and conditions shall be stated in the Insurance Certificate (Policy).

7.3. Insurance premium shall be calculated for the entire Insurance Period. Upon the Policyholder's request, the Insurer may allow payment of insurance premiums in instalments or postpone the payment of the insurance premium or part thereof.





7.4. Insurance premium payment date shall be deemed the date, when the insurance premium (*part thereof*) is included in the Insurer's bank account. If the Contract, according to which the insurance premium is paid, cannot be determined from the payment order, the insurance premium payment date shall be deemed the date of the premium attribution to the specific insurance contract.

7.5. If the Policyholder fails to timely pay the insurance premium or part thereof, the Insurer shall inform in writing the Policyholder thereof. If the premium is not paid within 15 (*fifteen*) calendar days from the date of the notice receipt under procedure laid down in the present rules, the Insurer shall be entitled to unilaterally terminate the Contract. In such case the Insurer shall be entitled to receive and the Policyholder shall be obliged to pay the insurance premiums, calculated but failed to pay for the entire period prior to the Contract termination.

## 8. INSURANCE INDEMNITY

8.1. Insurance indemnity shall be paid to cover or indemnify for the expenses borne due to the Insurable Event, not exceeding the Sum Insured laid down in the Contract.

8.2. If the Health Care Services are provided to the Insured by the Partner and the Insured pays for these services by the Health Insurance Card, the Insured shall be released from the obligation to inform the Insurer about the insurable event. In such case the Partner shall inform the Insurer about the Insurable Event under procedure laid down in the mutual cooperation contract.

8.3. The Insurer shall directly pay to the Partner for the Health Care Services provided to the Insured by Partner within the limits of the Sum Insured, except cases, when the Insured has paid by himself for the provided Health Care Services. The Insured shall in all cases pay by himself for the Health Care Services provided by any other entity than the Partner.

8.4. The Insurer shall be informed about the insurable Event not later than within 30 (*thirty*) calendar days from the date of the insurable event. Delayed notice about the insurable Event shall be deemed the material breach of the Contract, which entitles the Insurer to refuse to pay the insurance indemnity.

8.5. Insurance indemnity shall be paid after submission to the Insurer of the following duly executed documents the wording and form of which is acceptable to the Insurer:

8.5.1. Excerpts from medical documents or copies thereof, which reasonably indicate the fact and circumstances of the Insurable Event, code of treated disease according to the international classification of diseases TLK-10-AM, as well as other information, significant for due and full investigation of the Insurable Event and requested by the Insurer. The documents must be certified with a physician's signature, stamp and seal of a health care institution.

8.5.2. Prescription or the copy thereof (*prescription is a mandatory document for payment of the insurance indemnity in all cases irrespective of the fact if a pharmaceutical can be prescribed and purchased only with prescription or without it as well*);

8.5.3. Invoice issued for payment for health care and other services stipulated by the Contract;

8.5.4. Other documents, reasonably requested by the Insurer, proving the Insurable Event and its circumstances.

8.6. In cases when the Insurance Indemnity is applied for indemnification for the already incurred expenses of health care services, the following must be additionally submitted to the Insurer:

8.6.1. Application of a form, approved by the Insurer to compensate expenses;

8.6.2. Document, certifying payment of provided services (*cash receipt, check, etc.*).

8.7. If the Insured is insured according to several insurance contracts with the same insurance coverage but with different Insurers (*double insurance*), then, in case of the insurable event, the insurance indemnity payable by the Insurer shall be reduced under procedure and volume laid down by the applicable law.

8.8. If the Policyholder or the Insured fails to perform or incorrectly performs the Contract and due to that the possibility of occurrence of the Insurable Event or increase in loss/expenses due to the Insurable Event increases to any extent, the Insurer shall be entitled to reduce the payable Insurance Indemnity or to refuse to pay it and/or to suspend validity of the Insurance Coverage.



8.9. The Insurer shall pay the insurance indemnity, reducing it by the amount of the Deductible and applying other restrictions of calculation and/or payment of the insurance indemnity.

8.10. In order to evaluate if an event can be recognized as the insurable one and to determine a reasonable amount of the Insurance Indemnity, the Insurer shall be entitled to request from the Insured to undergo a medical examination at the medical institution indicated by the Insurer.

8.11. Insurance indemnity shall be paid no later than within 30 (*thirty*) days from the date of receipt of all the information, significant for determination of the fact, circumstances and consequences of the insurable event and the amount of insurance indemnity.

8.12. A person who is claiming the Insurance Indemnity shall submit to the Insurer documents the form and wording of which is acceptable to the Insurer, which are proving the Insurable Event, the circumstances and consequences thereof as well as all other available documents and information regarding the circumstances and consequences, which are required to determine the amount of the Insurance Indemnity. The expenses related to the receipt of supporting documents shall be due to the person claiming the Insurance Indemnity.

8.13. The recipient of the Insurance Indemnity shall immediately, in any event not later than within ten working days from the date of the respective request of the Insurer, refund to the Insurer the Insurance Indemnity requested by the Insurer, which has been paid groundlessly, or the Sum Insured in excess.

8.14. The costs of the payment of the Insurance Indemnity related to the performance international bank remittance shall be due to the recipient of the Insurance Indemnity.

## **9. PRECONTRACTUAL RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **9.1. The Insurer shall be entitled to:**

9.1.1. Receive all the necessary information on the essential circumstances (*health state, peculiarities of lifestyle, etc. of the Insured*), which may influence the possibility of occurrence of the

Insurable Event and the amount of possible losses of such event (insured risk). This information shall be provided by the Policyholder or the Insured upon the Insurer's request and under its set out procedure, if the Policyholder and the Insured so agree;

9.1.2. Require the Insured to undergo a medical examination at the personal health care institution, recognized by the Insurer and to submit the examination results to the Insurer;

9.1.3. Require that the Insured would submit the documents, requested by the Insurer, confirming the health state of the Insured or other circumstances, having significance for assessment of insured risk;

9.1.4. Other rights laid down in the applicable law.

### **9.2. The Insurer shall:**

9.2.1. produce to the Policyholder the present insurance rules;

9.2.2. provide Contract-related consultations;

9.2.3. not disclose the received information on the Policyholder and the Insured as well as other confidential information stated in the Contract, except for exceptions laid down in the Contract and the applicable law.

9.3. The **Policyholder shall be entitled** to receive from the Insurer any information, related to the Contract, its terms and conditions and performance, except for the exceptions laid down in the Contract and the applicable law. Information, related to the personal data and health of the Insured shall be provided by the Insurer to the Policyholder only if the Insured gives its written consent thereto.

### **9.4. The Policyholder shall:**

9.4.1. prior to entering into the Contract, duly and thoroughly look through the Contract, including the Insurance Rules ;

9.4.2. provide to the Insurer thorough, full and correct information, necessary for the Contract conclusion;

9.4.3. inform about insurance contracts concluded with other Insurers in regard to the same insured risks, regarding which the Contract is concluded with the Insurer;



9.4.4. submit consents regarding personal data handling and protection of the form and content acceptable to the Insurer of all persons, whom the Policyholder intends to insure;

9.4.5. provide to the Insurer all the available information on circumstances, which may influence the possibility of occurrence of the insurable event and amount of possible losses/expenses of such event (*insured risk*);

9.4.6. inform the Insured about the Contract conclusion, amendment or expiry, familiarize him/her with the present rules and the insurance terms and conditions.

9.5. The Insurer, Policyholder and the Insured shall also have other rights and obligations laid down by the applicable law.

9.6. The Insurer shall conclude the Contract based on the declaration and confirmation of the Policyholder and the Insured that the Policyholder and the Insured have thoroughly, fully and correctly answered all the questions, given in the application to conclude the Contract and that this is the material condition of the Contract, in consideration of which the Insurer agrees to conclude the Contract.

9.7. If it is determined after conclusion of the Contract that the Policyholder or the Insured has provided to the Insurer incomplete and/or incompatible with reality or misleading information or has concealed information on the circumstances, having or able to have influence on assessment of insured risk, determination of the amounts of Insurance Premiums and Sum Insured, as well as probability of occurrence of the Insurable Event and amount of possible losses of such event (*insured risk*), this shall be deemed the material breach of the terms and conditions of the Contract. In such case the Insurer shall be entitled to unilaterally, in extrajudicial order, by submitting a respective written notice and within reasonable terms stated in it, terminate the Contract, reduce the insurance indemnity or refuse to pay it.

## **10. RIGHTS AND OBLIGATIONS OF THE PARTIES DURING CONTRACT VALIDITY TERM**

### **10.1. The Policyholder shall:**

10.1.1. Duly and timely pay the insurance premiums stated in the Contract;

10.1.2. Inform the Insured on the Contract, amendments thereto or the expiry thereof, duly explain to the Insured the terms and conditions of the Contract including the Insurance Rules;

10.1.3. grant a possibility to the Insurer or its authorised person to inspect (*assess*) if the Policyholder and the Insured complies with the terms and conditions stated in the Contract;

10.1.4. During the Contract validity the Insured and the Policyholder shall provide full and correct information, related to the Contract, as well as inform the Insurer in writing within 7 (*seven*) days about any change in personal data of address of the Insured or the Policyholder, as well as the change in the information, provided earlier by the Policyholder and circumstances, which affect the insured risk;

10.1.5. In cases when the Policyholder is a legal entity, immediately, but in any case no later than within 1 (*one*) business day, inform on the dismissal from work of the Insured. Upon termination of employment relations with the Insured, the validity of the Insurance Coverage shall stop for such Insured. The Policyholder shall be liable for all losses, incurred due to improper performance or failure to perform of the obligation under this clause, including, without limitation, the losses, incurred during the factual invalidity or suspension of the Insurance Coverage;

10.1.6. In case of the Insurable Event, take all possible measures in order to avoid or reduce possible loss and keep to the instructions of the Insurer, if such instructions have been given to the Policyholder;

10.1.7. ensure that the Insured would use the insurance coverage stated in the Contract, when such insurance coverage is not valid or is suspended for him/her;

10.1.8. perform other obligations laid down by the applicable law and reasonable instructions of the Insurer to avoid and/or reduce losses/expenses;

9.1.9. Inform the Insurer about illegally used, taken, stolen or otherwise lost Health Insurance Card immediately, but in any case no later than within 1 (*one*) business day from occurrence of the respective event. The Policyholder shall be liable for losses, occurred due to failure to perform or





improper performance of the obligations stated in this clause.

**10.2. The Insurer shall be entitled to:**

9.2.1. Inspect (assess) if the Policyholder and the Insured complies with the terms and conditions stated in the Contract;

10.2.2. unilaterally amend the list of Institutions Recognized by the Insurer and the Pharmacies Recognized by the Insurer;

10.2.3. immediately suspend validity of the insurance Coverage for the respective Insured and/or other Insured under the Contract upon determination that the Policyholder and/or the Insured has transferred the Health Insurance Card issued to him/her to other person, not entitled to use it, irrespective of the fact if such a card has been used or not, and to request from the Policyholder and/or the Insured to indemnify for the all losses incurred due to the respective breach of the obligation.

10.2.4. use other rights laid down in the applicable law.

**10.3. The Insurer shall:**

10.3.1. upon conclusion of the Contract, issue to the Policyholder the Insurance Certificate (Policy) and the Health Insurance Cards designed for every Insured;

10.3.2. upon occurrence of the Insurable Event, pay the Insurance Indemnity within the terms stated in the Contract;

10.3.3. upon reasonable written request of the Policyholder, issue a copy of the Insurance Certificate (Policy) or other documents, confirming the Contract conclusion;

10.3.4. not disclose confidential information under the procedure laid down by the Contract and the applicable law.

**10.4. The Insured shall:**

10.4.1. duly and thoroughly look through the terms and conditions of the Contract, including the Insurance Rules, and comply with them in a due manner;

10.4.2. in case of the Insurable Event, notify this to the Insurer within 30 (*thirty*) days from the date of occurrence of the respective event or fact and submit all the documents indicated in the Contract;

10.4.3 inform the Insurer on illegally used, taken, stolen or otherwise lost Health Insurance Card immediately, but in any case not later than within 1 (one) business day from occurrence of a respective event.

**11. AMENDMENT OF THE CONTRACT TERMS AND CONDITIONS**

11.1. During the Contract term, the Contract may be amended under agreement of the Policyholder and the Insurer, as well as under the terms and conditions and procedure laid down in the Contract and the applicable law. All amendments and supplements to the Contract, executed under procedure stated therein and the annexes stated in the Contract shall have the same legal power as the Contract and shall be the integral parts thereof. In case of discrepancies or contradictions between separate parts of the Contract, they shall be interpreted according and prevalence of the Contract provisions shall be determined in the following sequence of priority: Insurance Certificate (Policy), the Offer, the Application, the Insurance Rules, all annexes included and other documents stated in the Contract.

11.2. Prior to conclusion of the Contract and/or amendment of the terms and conditions of the Contract, the Insurer may require additional information on health state, lifestyle and hobbies of the Insured, other information, which may affect the insured risk, which the Policyholder undertakes to provide within the terms set out by the Insurer. The provided information shall be full, thorough, correct and relevant, i.e. the obligation of information provision covers informing on changes in the already provided information as well.

11.3. During the Contract term the Policyholder may amend the list of the Insured (*by crossing out the current Insured and including new Insured*), upon prior written informing of the Insurer thereof and receipt of the Insurer's consent. Such amendments shall be executed in a separate written agreement of the parties, i.e. by signing a new annex to the Insurance Certificate (Policy).

**12. TERMINATION AND EXPIRY OF THE INSURANCE CONTRACT**

12.1. The Contract may be terminated under a separate written agreement of the Policyholder and the Insurer, as well as under the terms and



conditions and procedure laid down in the Contract and the applicable law.

12.2. If the Contract is terminated upon the Insurer's initiative due to the fact that the Policyholder has failed to pay the insurance premium (*part thereof*), refused to increase the insurance premium and/or amend the Contract terms and conditions upon change of the insured risk or has breached the terms and conditions of the Contract, the Insurer shall be entitled to receive the insurance premiums, failed to pay prior to the Contract termination.

12.3. If the Contract is terminated upon the Policyholder's initiative without any fault of the Insurer, the paid insurance premiums shall not be returned to the Policyholder, if the parties do not agree otherwise under a separate written agreement.

12.4. If prior to the Contract termination day the Policyholder has failed to pay the insurance premium (*or part thereof*) stated in the Contract, the Insurer shall be entitled to receive the insurance premiums, failed to pay prior to the Contract termination, but required to pay under the Contract and the Policyholder shall be obliged to pay until the full and complete settlement with the Insurer.

12.5. If the Contract is terminated upon the Policyholder's initiative after determination of the Insurer's fault, the Policyholder shall be returned the part of its paid insurance premiums, which exceeds the amount of the already paid indemnities under the Contract.

12.6. The Insurer shall be entitled, under procedure laid down by the applicable law, to assign the contractual rights and obligations to other person without the Policyholder's consent. If the Policyholder does not agree with assignment of the Insurer's rights and obligations to other person(s), he may terminate the Contract. In case of the Contract termination under such basis, the Policyholder shall be returned the part of the premium, paid for the remaining term of the Contract validity after the date of termination, after deducting the Contract conclusion and performance expenses and the already paid insurance indemnities.

12.7. The basis for the Contract termination shall be a written notice to be delivered thirty days prior to the foreseen date of the Contract cancellation unless the Contract or applicable law stipulates otherwise. Such a notice and expiry of the term set out in the notice, the Contract or the applicable law shall be treated as legal facts terminating the Contract.

12.8. The Contract shall also expire on other basis laid down in the Contract and the applicable law.

### **13. PROVISION OF INFORMATION**

13.1. All notices (applications, documents and other correspondence or written information), related to the Contract and/or its performance, shall be delivered personally under signature or via courier, or sent by mail or fax or e-mail (if there is a possibility to properly identify the sender) to the respective addresses or fax numbers of the parties, stated in the Contract or which are provided at the latest to the other party for this purpose under the terms and conditions of the Contract.

13.2. Any written notice shall be deemed received and counting of the related terms shall start under the following procedure and terms:

13.2.1. on the 5th (fifth) calendar day after its sending by registered mail;

13.2.2. on the day of sending by fax, e-mail after such transfer is completed. If e-mail, fax is sent on non-working day or after business hours at the receiver's place of business, the date of its receipt shall be deemed the next business day in such place;

13.2.3. when delivering personally under signature or via courier – on the day, when the receiver gets the delivered notice and signs regarding its receipt.

13.3. Notice on the Contract termination shall be sent by registered mail or delivered personally to the contractual party.

13.4. The Policyholder shall inform the Insurer on any change in contact information of the Policyholder itself or the Insured not later than within one business day from any change. Failing to timely inform on changed contact information, the Policyholder cannot make any claims to the



Insurer regarding non-receipt of any notices or that the other party's actions do not comply with the terms and conditions of the Contract, if such notices have been sent according to the last known contact information.

#### **14. LIABILITY OF THE PARTIES**

14.1. The Parties shall duly and promptly, on their free will and cooperating, diligently fulfil all their obligations stipulated in the Contract in accordance with a long-standing good practice.

14.2. If the Policyholder fails to pay the insurance premium or other amount payable under the Contract within the set out term, upon written request of the Insurer, the Policyholder shall pay to the Insurer the delay interest amounting to 0.02% from the outstanding amounts for each delayed day.

14.3. If the Insurer fails to pay the insurance indemnities within the set out term, upon written request of the Policyholder, he shall pay the delay interest amounting to 0.02% from the outstanding amounts of insurance indemnities for each delayed day.

14.4. The parties undertake to timely and duly perform all the obligations stated in the Contract and to compensate to the other party all losses, incurred due to improper performance or failure to perform the obligations, except for losses, incurred due to force majeure. Losses incurred by the party shall be compensated in as much as they are not covered by the paid forfeit set out in the Contract.

14.5. None of the contractual parties shall be liable for partial or full failure to perform the assumed obligations, if such failure is a consequence of force majeure, i.e. events, which such party could not control or reasonably foresee during conclusion of the Contract and could not prevent the occurrence of such events or their consequences. Force majeure shall not be deemed the fact that the party does not have necessary financial resources or partners of the party breach their liabilities. The contractual party, which cannot perform the assumed contractual obligations due to force majeure, shall immediately, but in any case no later than within 10 (ten) calendar days, inform the other party thereof by fax and, afterwards, in writing. Delayed informing of the other party or failure to provide the information shall deprive the respective party of the

right to invoke force majeure as a basis for release from liability due to untimely or undue performance or failure to perform the assumed obligations and compensation of losses. Upon occurrence of force majeure, the performance of the contractual obligations by the parties shall be postponed for the period determined by the parties, without granting the right to the parties to terminate or rescind the Contract. If force majeure continues for over three months, any of the contractual parties shall be entitled to terminate the Contract by written notice of the other party.

14.6. The Insurer shall not be liable for inability to use the Health Insurance Card according to its purpose due to technical troubles. The Insurer undertakes to eliminate such malfunctions within a reasonable term, if they have occurred due to the Insurer's fault.

14.7. The Insurer shall not be liable for the losses caused by the cancellation of the Contract on the grounds stipulated in the Contract or applicable law.

#### **15. PROCEDURE OF DISPUTE SETTLEMENT**

15.1. The law of the Republic of Lithuania shall apply to the Contract, its conclusion and interpretation.

15.2. All and any disputes, disagreements or claims arisen out of the Contract or related thereto between the Insurer and the Policyholder, the Insured shall be settled in a way of negotiations. On request of the party concerned, disputes may also be settled without recourse to court proceedings, in accordance with the procedure for the consideration and settlement of disputes prescribed by the Insurer and/or applicable law. In any case, if the parties fail to agree, disputes shall be resolved in competent court at the registered address of the Insurer in accordance with the procedure established by law of the Republic of Lithuania.

#### **16. FINAL PROVISIONS**

16.1. The Policyholder and the Insurer may also agree on other terms and conditions that are not stated in the present rules. If the terms and conditions stated in the agreement of the Insurer and the Policyholder differ from the terms and conditions stated in the present rules, the terms



and conditions stated in the agreement of the Policyholder and the Insurer shall prevail.

16.2. Each condition of the Contract shall be separable and separate from one another and if it proves at any time that any conditions are or become invalid, illegal or impracticable, this in no way shall affect and make invalid the remaining conditions of the Contract, and such improper conditions, under written agreement of the parties shall be immediately replaced with new conditions, which would be the closest in their meaning, purposes and content to the replaced ones and would have the same economic effect.

16.3. The terms and conditions of the Contract and all the information received by the parties during performance of the Contract shall be kept confidential and shall not be published to third persons without a prior written consent of the concerned contractual party, except for disclosure of the respective information in the volume, necessary: a) in mandatory cases stated in the Contract and/or laid down by the laws of the Republic of Lithuania; (b) when such information is public (except cases, when it has become public due to the Contract breach); (c) for persons, providing audit services and auditing the party's business or financial statements according to the Contract; (d) for lawyers, providing legal services, related to the Contract conclusion and/or performance, to any of the parties; (e) for shareholders/partners and/or parent and/or subsidiary companies of the parties; (f) for planned successor of the rights and/or obligations or acquirer of property of the party; (g) for persons, providing to the Insurer the services, related to the Contract conclusion, performance, accounting or storage.