



Luminor Bank individual broken bone terms and conditions of (hereinafter – the Terms and Conditions) for Luminor Black and Luminor Visa Infinite credit card holder insurance (valid from 2024.01.01)

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1. INSURED OBJECT AND TERMS AND CONDITIONS

- 1.1. The insured object is the property interest related to the broken bone or bone fissure of the Insured Person.
- 1.2. The insured event is considered to be the Insured Person’s broken bone or bone fissure, which occurred during the validity of the insurance coverage due to an accident, as defined by the present Terms and Conditions.
- 1.3. The insurance coverage is valid 24/7, worldwide.

2. EXCLUSIONS

- 2.1. The events shall be considered non-insured and the insurance benefit shall not be paid if:
 - 2.1.1. The Insured Person or related persons provided incorrect/misleading information about the causes, circumstances and consequences of the event for which insurance benefits are sought, or concealed information relevant to the examination of the event, avoided cooperation and obstructed the investigation of the circumstances of the event;
 - 2.1.2. The Insured Person attempted self-injury or other persons did/attempted to injure the Insured Person at his/her request;
 - 2.1.3. The cause of the Insured Person’s broken bone/bone fissure was or was influenced by the Insured Person’s traumas, injuries or diseases/health disorders diagnosed before the insurance coverage came into force, any congenital, chronic or degenerative diseases, congenital and acquired physical defects, mental or psychological disorders;
 - 2.1.4. The Insured Person participated in fights or was their initiator (except in cases when the Insured Person’s actions are socially valuable (necessary defence or relevance, performance of civic duty) and did not exceed necessary limits;
 - 2.1.5. The Insured Person participated in illegal races or any other competitions/matches and events of a similar nature;
 - 2.1.6. The accident occurred while the Insured Person was performing military service in the army or another similar formation, participating in military operations, exercises or training;
 - 2.1.7. The accident occurred as a result of the Insured Person’s actions or omissions, which the court or other competent authority recognised as a crime or an administrative legal violation, subjecting the Insured Person to administrative or criminal liability;
 - 2.1.8. The accident occurred during the application of criminal sanctions and/or procedural coercion measures (punishments, supervision and other measures) to the Insured Person (e.g., during the detention of the Insured Person for criminal (suspected criminal) acts, while the Insured Person was in a prison or detention facility, etc.);

- 2.1.9. The Insured Person was intoxicated or used potent drugs without a doctor's prescription and this had a causal connection with the occurrence of the Accident;
- 2.1.10. The Insured Person used toxic, narcotic or other psychoactive substances, as well as in all cases, if the Insured Person refused or avoided a sobriety and/or intoxication test, consumed alcohol or other intoxicating substances after occurrence of the event, before the circumstances were determined;
- 2.1.11. The accident occurred while the Insured Person was driving or knowingly (i.e., while being aware of should have been aware about) driving a vehicle that was managed without a valid driving license, while under the influence of alcohol (blood alcohol concentration exceeding the permissible limit established by the legislation of the relevant country), narcotic or toxic substances, as well even when, after such an event, it is not possible to determine whether the person who was driving at the time of the event, or where this person refused or avoided a test for sobriety and/or intoxication, consumed alcohol or other intoxicating substances after the event, until the circumstances are determined;
- 2.1.12. The accident occurred while the Insured Person was performing work and/or functions that are particularly hazardous to health and/or life, the performance of which requires special qualification training and/or a corresponding permit issued by the competent authorities, and the Insured Person did not have it/them;
- 2.1.13. The accident occurred due to:
- 2.1.13.1. surgery, treatment or other medical procedures;
- 2.1.13.2. pathological or recurrent fracture;
- 2.1.13.3. naturally, in case of bone thinning or other pathologies;
- 2.1.13.4. seizures caused by an illness or disease;
- 2.1.13.5. mental reactions (states of affect), mental trauma, mental illness or other mental disorder;
- 2.1.14. The Insured Person failed to perform the duties provided for in Chapter 3 of these Terms and Conditions, knowingly or due to obvious negligence failed to notify the Insurer about the event within the stipulated terms or applied to a health care institution for treatment with a delay and this violation(s) deprived the Insurer of the opportunity to determine the fact and circumstances of the event;
- 2.1.15. The accident occurred as a result of exposure to nuclear energy, radioactive radiation, atomic reaction or radioactive contamination, as a result of global catastrophes, earthquakes, hurricanes, tsunamis or other natural disasters, as a result of military actions (whether or not a state of martial law has been declared), military exercises, special state of emergency, revolution, insurrection, rebellion, riot, strike, mass unrest, sabotage, cyber-attacks, acts of terrorism (by an individual or a group of individuals, using force or threatening to use it for political, economic, religious, ideological or similar purposes), actions of the country's armed forces, army, police and special services or disobedience to the demands of officials.

3. RESPONSIBILITIES OF THE INSURED PERSON IN THE CASE OF AN INSURED EVENT

- 3.1. In case of occurrence of an event that can be recognised insured, the Insured Persons must:
- 3.1.1. No later than within 48 hours apply to a health care institution and follow all the instructions and recommendations of the medical staff;
- 3.1.2. If the incident shows signs of a criminal act or an administrative offence, report it to the police immediately;
- 3.1.3. Obtain documents related to the treatment from the medical institution that provided first aid;
- 3.1.4. Immediately, however, no later than within 30 days, notify the Insurer in writing about an event that may be recognised insured;
- 3.1.5. Provide the Insurer with correct information about the insured event and documents confirming it or other documents related to the event, necessary for establishing the fact, causes, consequences, etc. of the insured event (a document confirming the identity of the person; a report of the incident and its circumstances in the prescribed form; medical documents, documents from institutions that have investigated the event (e.g., police statement, etc.); other documents requested by the Insurer); A person intending to receive an insurance benefit must obtain and submit to Us the types of documents that are easier for this person to obtain than it is for Us.
- 3.1.6. Carry out other written instructions provided by the Insurer.

4. CALCULATION AND PAYMENT OF THE INSURANCE BENEFIT

- 4.1. In case of an insured event, a fixed amount of EUR 100 shall be paid;

- 4.2. The insurance benefit shall be paid only for broken bones/bone fissured confirmed by an X-ray and/or CT images and MRI examination.
- 4.3. Insurance benefits for the same insured event shall not be aggregated, i.e., if a bone is broken/cracked in several places or several bones are broken/cracked as a result of the same accident, only one insurance benefit shall be paid;
- 4.4. The insurance benefit shall be paid to the Insured Person only once per calendar year due to one insured event;
- 4.5. The Insured Person shall have the right to receive one payment of insurance benefit due to one event, regardless of the number of Cards that he/she is insured under.

5. TERM OF PAYMENT OF THE INSURANCE BENEFIT

- 5.1. The insurance benefit shall be paid no later than within 10 business days from the day when the Insurer receives all the information and documents significant for determining the fact and circumstances of the insured event;
- 5.2. If the investigation carried out by the institutions and its outcome have significance in determining whether the event is insured, the Insurer shall have the right to postpone the adoption of the decision to recognise the event insured and the payment of the insurance benefit until the final procedural decision in this case comes into force.

6. WHEN IS INSURANCE BENEFIT NOT PROVIDED?

- 6.1. The insurance payment shall not be paid if its payment would violate the regulation of trade, economic or other sanctions or embargoes established by the European Union or international organisations or other national or international legislation applicable to insurance activities;
- 6.2. The Insurer shall not pay insurance benefits if it is in violation of any international sanctions (financial, economic, trade, etc.) in accordance with the legislation and decisions institutions authorised by the United Nations, the European Union and the United States of America (if it is not prejudicial to national laws).

7. CONCEPTS AND DEFINITIONS

- 7.1. **Insurer** – ADB Compensa Vienna Insurance Group, head office address Ukmergės St. 280, LT-06115 Vilnius, registration number 304080146; Registration in SE Centre of Registers 11/08/2015.
- 7.2. **Policyholder** – Luminor Bank AS, registration number: 11315936, address: Liivalaia 45, 10145, Tallinn, Estonia, operating in the Republic of Lithuania through Luminor Bank AS Lithuania Branch (Luminor Bank AS Lithuanian Branch), registration number: 304870069, address: Konstitucijos Ave. 21A, 03601 Vilnius, www.luminor.lt, info@luminor.lt
- 7.3. **Insured Person** – the Cardholder, a natural person to whom the Bank has issued a Card and whose name and surname are inscribed on the Card.
- 7.4. **Policy** – a document certifying the conclusion of an Insurance Contract, which covers terms and conditions of the Insurance Contract, as well as the amendments and supplements thereto agreed upon by the Insurer and the Bank in the course of validity of the Insurance Contract.
- 7.5. **Card** – a valid Luminor Black or Luminor Visa Infinite credit card issued by the Bank. A credit card shall be considered valid when it has been activated, its term of validity has not yet expired and it has not been blocked.
- 7.6. **Bank** – Luminor Bank AS, which is considered a Policyholder in accordance with the Insurance Contract.
- 7.7. **Insured event** – an event that occurred suddenly and unexpectedly beyond the control of the Insured Person, the Beneficiary or their related persons, upon the occurrence of which the Insurer is obliged to pay the insurance benefit.
- 7.8. **Insurance coverage** – Insurer's commitment to pay an insurance benefit upon occurrence of an Insured Event.
- 7.9. **Coverage period** – the period during which the insurance coverage is provided in accordance with the insurance contract.

- 7.10. **Insurance contract** – an agreement between the Insurer and the Bank on individual insurance terms and conditions, of which the Policy and these individual terms and conditions are integral parts.
- 7.11. **Treatment institution** – a licensed personal health care institution that carries out generally recognised medical practices.
- 7.12. **Calendar year** – a period of 12 calendar months that begins on 1 January and ends on 31 December.
- 7.13. **Broken bone/bone fissure** – violation of the integrity of the structural element of the human skeleton – the bone.
- 7.14. **Beneficiary** – a person who has the right to receive an insurance benefit in accordance with the procedure established by the legal acts of the Republic of Lithuania.
- 7.15. **Insobriety** – intoxication of a person from alcohol, when the concentration of alcohol in the body exceeds 0.6‰ (in the case of driving of a vehicle – when the concentration of alcohol in the body exceeds the amount specified in the Code of Administrative Offences of the Republic of Lithuania).
- 7.16. **Exclusion** – an event specified in the insurance contract and/or legal acts, upon the occurrence of which We do not pay the insurance benefit and do not compensate any losses incurred.
- 7.17. **Accident** – a sudden, unexpected event during which, as a result of an external physical force, the Insured Person breaks or cracks a bone.
- 7.18. **Recurrent fracture** – a broken bone that occurred due to changes in the bone structure at the site of the previous fracture.
- 7.19. **Pathological fracture** – a broken bone due to changes in the bone structure or a fracture occurring in pathologically changed bones.
- 7.20. **Related persons** – the insured person's spouse, persons living together, managing a common household, parents, adoptive parents, grandparents, children, adopted children, grandchildren, brothers, sisters and their husbands and wives of the insured person or the insured person's spouse (or a person jointly managing a household). As well as, the employees of the insured person (persons performing work on the basis of an employment contract or on the basis of a civil contract, if they act at the instruction and/or under control of the insured person), board members and other legally authorised representatives.