

# PRIVATE PROPERTY INSURANCE

## Terms and Conditions No.0801.N1 Effective as of 10.09.2024

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BTA and Policyholders enter into Private property Insurance Contracts in accordance with these Terms and Conditions.

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#### **GENERAL DEFINITIONS OF INSURANCE**

#### **1. VALIDITY OF THE INSURANCE COVERAGE**

- **1.1.** The insurance period is the period of time during which the insurance coverage is valid.
- Insurance coverage comes into effect on the date specified in the insurance agreement at 00:00, but not 1.2. earlier than the payment of the insurance premium or its first part, if:
  - the date of payment of the insurance premium or its first part is not specified in the insurance 1.2.1. agreement;
  - the beginning of the insurance period coincides with the day of payment of the insurance premium 1.2.2. or its first part;
  - the deadline of payment of the insurance premium or its first part is earlier than the beginning of 1.2.3. the insurance period.

- **1.3.** In cases where the entry into force of the insurance coverage is linked to the payment of the insurance premium or its first part, the insurance coverage comes into force on the next day at 00:00 hours after the day of receipt of money, but not earlier than specified in the insurance agreement.
- **1.4.** There is no right to insurance benefit / it is not paid if the insured event occurs before the insurance coverage comes into effect.
- **1.5.** If the insurance agreement stipulates that the insurance premium must be paid after the first day of the commencement of the insurance period, then the insurance coverage comes into effect at 00:00 on the first day of the commencement of the insurance period.
- **1.6.** The insurance agreement is valid until 24:00 of the last day of the insurance period provided for in the insurance agreement, if the insurance agreement is not terminated earlier for other reasons.

## 2. INSURER'S OBLIGATION TO DISCLOSE INFORMATION

- 2.1. The Policyholder undertakes to provide the Insurer with all requested correct and detailed information related to the object of insurance and necessary in order to assess the insurance risk prior to the signing of the insurance agreement.
- **2.2.** If the Policyholder fails to provide the information that is necessary to assess the insurance risk, or provides false or incomplete information, the Insurer has the right to demand that the insurance agreement be declared invalid. In this case, the insurance premium is not refunded.
- **2.3.** If the insurance agreement for the same insurance object is extended immediately after the previous agreement has expired, and the Policyholder or the Insured does not indicate that the information has changed since the conclusion of the previous insurance agreement, it is assumed by default that the previously provided information has not changed.
- **2.4.** During the period of validity of the insurance agreement, the Policyholder undertakes to immediately notify in writing of all changes during the period of validity of the insurance, which may result in the increase of the insurance risk. Changes that are subject to notification are:
  - significant changes related to the object of insurance; 2.4.1.
  - 2.4.2. changes in the ways in which the insured object is used;
  - 2.4.3. other significant circumstances that increase the insurance.
- **2.5.** If the information provided to the Insurer about the object of insurance and the insured risks changes, and as a result the insurance risk increases, as well as when the Insurer is misled due to an insignificant mistake by the Policyholder, the Insurer acquires the right to offer the Policyholder to change the terms of the insurance agreement, including insurance premium amount, within one month from the day of learning of the said things.

If the Policyholder does not agree to change the terms of the insurance agreement, or does not respond to the Insurer within 1 month from the date of dispatch of the notification about the proposed new conditions, the Insurer acquires the right to terminate the insurance agreement upon the expiration of the term specified in this sentence without a separate notification.

If the Insurer proves/the facts show that it would not have concluded the insurance agreement if it knew about the increased risk, the Insurer acquires the right to demand termination of the insurance agreement within 2 months of learning about the increased risk.

2.6. Violation of the Policyholder's obligation to disclose information also causes other legal consequences established in the legislation of the Republic of Lithuania.

## **3. INSURANCE PREMIUM AND PAYMENT PROCEDURE**

- **3.1.** The Policyholder undertakes to pay the insurance premium to the Insurer, in the specified amount and within the specified deadlines, as stipulated in the insurance agreement.
- **3.2.** The insurance premium is considered paid:

- 3.2.1. if the insurance premium is paid by transfer - from the receipt of the amount of money in the bank account of the Insurer or an authorized insurance intermediary.
- 3.2.2. if the insurance premium is paid by other payment methods - from the date specified in the specific document confirming the fact of payment of money. The list of payment methods can be found on the website <u>www.bta.lt</u> or by calling (8 5) 2600 600.
- **3.3.** If the Policyholder does not pay the insurance premium at the time specified in the insurance agreement, the Policyholder pays the Insurer 0.02% late interest for each day of delay, but no more than 10% of the unpaid total insurance premium. The above-mentioned late interest is not applicable when:
  - 3.3.1. the insurance premium is paid in one payment.

- the insurance premium is paid in parts for the first payment. 3.3.2.
- **3.4.** If the insurance premium or its part does not reach the Insurer by the time specified in the insurance agreement (except for the case when the insurance agreement comes into force with the payment of the insurance premium or its part, in which case the insurance agreement does not come into force and is cancelled without a separate notification from the Insurer 10 days after the deadline for the payment of

premium), the Policyholder informs the Insurer in a written document provided for in the agreement that within 30 days from the date of sending of the written document, if the insurance premium or part thereof does not reach the Insurer, the insurance agreement will expire.

#### 4. CONCLUSION OF INSURANCE AGREEMENTS WITH TELECOMMUNICATION TERMINAL DEVICES

- **4.1.** The insurance agreement can be concluded by telecommunication terminal devices, i.e. by post, internet, Email, phone, and other methods of information exchange.
- **4.2.** When an insurance agreement is concluded by the Policyholder who is a consumer, the guidelines for concluding non-life insurance agreements, which are publicly available at <u>www.bta.lt</u>, apply to such a agreement. The guidelines for the conclusion of non-life insurance agreements, among other things, provide for the right of withdrawal procedure, i.e. the right to withdraw from the concluded insurance agreement. A consumer is a natural person who concludes an insurance agreement for purposes unrelated to business or professional activity.

## 5. EXPIRATION AND AMENDMENT OF THE INSURANCE AGREEMENT

- **5.1.** The insurance agreement ends at 24:00 on the last day of the insurance period, unless the Policyholder and the Insurer have agreed otherwise.
- **5.2.** The Policyholder has the right to terminate the insurance agreement at any time by notifying the Insurer in writing 15 days in advance. In this case, the insurance agreement will be considered terminated on the date specified in the notice, but not earlier than the 15th day after the notice of termination was received. In such case:
  - **5.2.1.** if the insurance benefit was not paid or no claims were made during the validity period of the insurance agreement, within 20 calendar days after receiving the Policyholder's notification, part of the insurance premium is returned to the Policyholder, deducting the costs of conclusion and performance of the agreement (30% of the amount to be refunded);
  - **5.2.2.** if an insurance benefit was paid out and/or reserved or claims were made during the validity period of the insurance agreement, within 20 calendar days after receiving the Policyholder's notification, a part of the insurance premium is returned, which is equal to the unused part of the insurance premium for the period of validity of the insurance agreement and the paid insurance benefit for the difference, deducting the costs of conclusion and performance of the agreement (30% of the amount to be refunded.
- **5.3.** The terms of the insurance agreement may be supplemented or amended only by written agreement between the Insurer and the Policyholder.
- **5.4.** The insurance agreement can also be terminated on other grounds established in the insurance legislation of the Republic of Lithuania, which regulate insurance contractual legal relations.

## 6. GENERAL CLAUSES

- **6.1.** Unless otherwise stipulated in the insurance agreement, insurance benefits are not paid for:
  - **6.1.1.** acts of terrorism (acts consisting of the use of force or violence, or threats to use such acts, against or for the benefit of any third party acting alone or in concert with any organization or government, which are carried out for political, religious, ideological or ethnic reasons and whose intentions is to place the government or the public or any part thereof in danger); losses caused by preventive actions against terrorist acts are not compensated too;
  - **6.1.2.** war, invasion, hostile acts of a foreign state, military or similar operations, such as civil war (both declared and undeclared war), riot, strike, insurrection, rebellion, revolution, martial law, marauding, vandalism, sabotage, strike, lockout, public disturbances of order, which would amount to a coup or riot, confiscation of property, nationalization, if it is caused or sanctioned by the state authorities, regardless of whether it is legal or not; other political risks and all other losses or expenses incurred directly or indirectly due to the prevention of such actions are not compensated too;
  - **6.1.3.** direct or indirect nuclear explosion, exposure to nuclear energy or radioactive preparations, direct or indirect radioactive contamination;
  - **6.1.4.** intentional actions of the Policyholder, the Insured, or the Beneficiary or a Person related to the Policyholder and/or the Insurer.
- **6.2.** The Insurer does not have the right to provide insurance services, which means it acquires the right not to pay an insurance benefit or to provide other benefits under the insurance agreement, if by such provision of insurance services or benefits, as well as by the payment of an insurance benefit:

- **6.2.1.** the Insurer would violate the sanctions, prohibitions or restrictions imposed by the resolutions of the United Nations Organization or trade or economic sanctions, the normative acts of the European Union, the Republic of Lithuania, the United Kingdom, or the United States of America;
- **6.2.2.** The reinsurance company, to which the insurance agreement was submitted for reinsurance, violating applicable sanctions, prohibitions, or restrictions, which are established by the legislation of

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the state where the reinsurance company is registered.

- **6.3.** It is not considered an insured event and losses are not compensated if they directly or indirectly arise from:
  - 6.3.1. legislation adopted by the state;
  - 6.3.2. declared extreme state or state of emergency, moreover, no losses are compensated that are directly or indirectly related to any measures taken to avoid the extreme state or state of emergency;
  - 6.3.3. epidemics or pandemics.

#### 7. OBLIGATIONS OF THE INSURER IN THE EVENT OF THE INSURED RISK

- **7.1.** In order for the Policyholder or the Insured to acquire the right to receive an insurance benefit in the event of an insured risk, they undertake, by signing the agreement, of their own free will and:
  - inform the Insurer about the occurrence of a potential insured event in accordance with the 7.1.1. procedure specified in the special conditions of these Terms and Conditions immediately, but no later than within 3 working days (unless otherwise specified in the special conditions of these Terms and Conditions). If the Policyholder or the Insured informs the Insurer about the insured risk that has occurred late, the Policyholder or the Insured undertakes to provide facts confirming the objective truth or to prove that it was not possible to inform on time;
  - 7.1.2. inform the competent services (e.g. treatment facility, fire safety and rescue department, police, emergency services, etc.) immediately;
  - 7.1.3. follow the instructions (actions) provided by the Insurer and implement them as well as take all measures in order to reduce the damage and prevent its occurrence or increase;
  - 7.1.4. provide the Insurer with the opportunity to inspect the scene of the incident, conduct an investigation and collect all the necessary information, i.e. to interview witnesses, take photographs or otherwise, so that the Insurer can determine the causes and amount of the loss;
  - 7.1.5. provide all possible and necessary information and documents that may be requested by the Insurer, including trade secrets, if they are known to the Policyholder or the Insured, so that the Insurer can honestly and objectively determine the causes of the insured risk and the amount of damage and, in the event of payment, honestly and objectively calculate the amount of the benefit;
  - 7.1.6. keep the scene of the incident intact if it is possible, until the Insurer's representative arrives, if the Policyholder has not received instructions for other actions from the Insurer. This Paragraph does not apply insofar as it is necessary to fulfill requirements of 7.1.3 of these General Insurance Definitions and Conditions;
  - 7.1.7. arrange for photos of the damaged property to be taken as quickly as possible or for the damaged insurance object to be filmed in order to record the losses, and to send photos or a video to Insurer via e-mail at: zalos@bta.lt or in another way specified by the Insurer if the insurance object cannot be preserved without changing its condition after the event due to the fulfillment of the requirements of Paragraph 7.1.3 of the General Definitions and Conditions of Insurance. The Insured, before making a decision to make any changes to the event site, undertakes not only to check with the Insurer, but also to inform it in advance.
  - 7.1.8. coordinate with the Insurer the design, construction, production, or repair work of the damaged property for which the insurance benefit must be paid. If this Paragraph/condition is not observed, the Insurer acquires the right not to pay the part of the benefit by which the loss increases.
- 7.2. If the Policyholder, persons related to the Policyholder, the Insured or the Beneficiary intentionally or due to gross negligence fail to comply with the obligations and obligations agreed in the Terms and Conditions, the Insurer acquires the right to reduce the insurance benefit or refuse to pay it.

## 8. INSURANCE BENEFIT

- 8.1. The insurance benefit is paid no later than 15 days from the day when all information, significant in determining the fact, circumstances, consequences and amount of the insurance benefit of the insured event, is received.
- **8.2.** In the event of theft or robbery, when the insurance benefit has been paid out and the insured object was later found, the Insurer has the right to recover the insurance benefit or demand the transfer of the right to the object insured. If the Insurer decides not to keep the insured object that was found, but the found object is damaged, then the Policyholder, returning the insurance benefit received from the Insurer, deducts from it the costs agreed with the Insurer, necessary to restore the object to its original condition.
- **8.3.** If the event is an insured event, and the Policyholder and the Insurer do not agree on the amount of the insurance benefit, at the request of the Policyholder, the Insurer pays an amount equal to the undisputed insurance benefit of the parties, if the exact determination of the amount of the damage takes more than 3 months.
- If the Insurer delays the payment of the insurance benefit due to its own fault, the Insurer pays 0.02% late 8.4. interest on the amount of the insurance benefit payable for each day of delay, but not exceeding 10% of the insurance benefit not paid on time.

- **8.5.** When paying the insurance benefit, all insurance premiums (for the current insurance year) the payment deadline of which has reached the date of payment of the insurance benefit are included. With the Policyholder's consent, premiums the payment deadline of which has not expired may be credited. In cases where the insured object perishes, is destroyed or lost as a result of the insured event, all unpaid insurance premiums according to the agreement are deducted from the insurance benefit that is paid out.
- In the event that the Insurer is unable to recover the benefit through the recourse procedure due to the 8.6. Insured's intentional actions or the Insured's gross negligence, the Insurer acquires the right not to pay the part of the insurance benefit where a claim cannot be made, or, if the insurance benefit has already been paid, to demand the return of the benefit from the Policyholder.
- 8.7. At the request of a person entitled to an insurance benefit, the Insurer provides such person with the opportunity to get acquainted with the available documents, on the basis of which a decision was made to pay an insurance benefit or refuse to pay an insurance benefit, or issues copies of documents for a fee not exceeding the cost of issuing copies of documents.

A person entitled to an insurance benefit is not given the opportunity to familiarize themselves with the available documents and no copies of the documents are provided, if:

- the documents are submitted to the law enforcement authorities for investigation regarding the 8.7.1. circumstances of the insured risk incident;
- 8.7.2. the documents contain a commercial secret of another person, which other persons do not have the right to receive in accordance with the requirements of the Law on Personal Data Protection;
- 8.7.3. the documents contain personal data, which other persons do not have the right to receive in accordance with the requirements of the Law on Personal Data Protection.

#### 9. COMPLAINT AND DISPUTE RESOLUTION PROCEDURE

- **9.1.** An interested person who believes that the Insurer has violated their rights or legitimate interests must apply to the Insurer in writing with a complaint, specifying the circumstances of the dispute and their claims. The consumer (a natural person using an insurance service that was provided to meet personal, family or household needs) must contact the Insurer no later than three months from the day they became aware or should have become aware of а violation of their rights (more information at https://www.bta.lt/aktualiinformacija-apie-draudima). The insurer must provide the customer with a response no later than within 15 working days from the date of receipt of the complaint. Disputes between consumers and insurers are handled by the Supervision Service of the Bank of Lithuania www.lb.lt, Žalgirio g. 90, LT-09128 Vilnius. A request to examine a dispute can be submitted to the Bank of Lithuania through the electronic dispute examination system using the following link: https://www.lb.lt/lt/spreskite-ginca-sufinansiniu-paslaugu-teikeju. In case of questions regarding the insurance, the complaint handling procedure is publicly available at <u>www.bta.lt</u>.
- **9.2.** All disputes arising between the parties to the insurance agreement are resolved through negotiations. If an amicable agreement cannot be reached, all disputes arising from the insurance agreement and related to the violation, termination, or invalidity of the insurance agreement shall be resolved in the courts of the Republic of Lithuania in accordance with the legislation of the Republic of Lithuania, in the courts of the Republic of Lithuania based on the address of the BTA branch office in Lithuania.

#### **PROCESSING OF PERSONAL DATA** 10.

- **10.1.** The Insurer, as a personal data processor, processes the data of natural persons in accordance with the personal data processing requirements defined in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27-04-2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), as well as other legal requirements.
- **10.2.** The principles of personal data processing and the Insurer's privacy policy can be found at www.bta.lt.

#### SUBROGATION AND RIGHT OF RECOURSE 11.

**11.1.** The right to demand the paid amounts from the person responsible for the damage (subrogation or right of recourse claim) passes to the Insurer who has paid the insurance benefit. The Policyholder, the Insured, or the Beneficiary undertakes to submit all the information requested by the Insurer so that the Insurer can properly exercise the right of claim transferred to him.

#### CONFIDENTIALITY 12.

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**12.1.** The parties undertake not to disclose confidential information obtained on the basis of insurance contractual or pre-contractual legal relations to third parties, nor to use this information in a way that would harm the interests of the other party to the insurance agreement. The Insurer, in pursuit of the principle of justice when calculating insurance benefits or in order to confirm/assess that the event is insured, acquires the right to professional consultations with independent experts and reinsurers, if necessary, by providing them with all the necessary information obtained on the basis of contractual or pre-contractual insurance relations, as

well as to protect it from the Insurer's databases. This obligation does not apply when the parties, in accordance with the requirements of the legislation of the Republic of Lithuania, must provide information to the competent state institutions.

#### **OTHER CONDITIONS** 13.

- **13.1.** Any notice to be given by the Policyholder or the Insurer to each other must be made within the deadlines set out in these Terms and Conditions by one of the following methods:
  - **13.1.1.** by delivering to the Policyholder, at the addresses specified in the insurance policy or other written documents or in the parties' notices about the change of addresses of the registered offices;
  - **13.1.2.** by sending a registered postal correspondence package;
  - **13.1.3.** by Email, when the parties have provided for this method of notification in the agreement, or express their consent to exchange information in this way by conduct.
- **13.2.** The Insurer has the right to transfer its rights and obligations under the insurance agreement to other Insurer(s) in accordance with the procedure established by the legislation. The Policyholder, not agreeing to the transfer of rights and obligations under the insurance agreement, has the right to terminate the insurance agreement in accordance with the procedure established therein within one month from the transfer of rights and obligations. In such case, the insurance premiums paid by the Policyholder are returned to the Policyholder for the remaining period of validity of the insurance agreement
- **13.3.** Contractual insurance legal relations are subject to the legislation of the Republic of Lithuania.
- **13.4.** The insurance agreement is concluded on the basis of these general conditions and special conditions. If the special and/or individual insurance conditions specified in the agreement (insurance certificate) and these General Insurance Definitions and Conditions differ, the special and/or individual insurance conditions prevail.
- **13.5.** The Policyholder, the Insured, the Beneficiary and other persons who acquire rights on the basis of the insurance agreement undertake to comply with the obligations established in these Terms and Conditions.
- **13.6.** These Terms and Conditions shall enter into force from the day of their approval by the Board of the Insurer, unless the Board of the Insurer has specified another date of entry into force of the Terms and Conditions.
- **13.7.** In case of contradictions or inconsistencies between the languages, the Lithuanian text prevails.

**13.8.** These Terms and Conditions can be found on the Insurer's website at <u>http://www.bta.lt</u>.

## SPECIAL CONDITIONS

## WHAT IS WHAT?

**Insurer** - AAS BTA Baltic Insurance Company, represented by a branch in Lithuania, hereinafter referred to as the Insurer.

**Policyholder** - a person who came to the Insurer for the conclusion of an insurance agreement or to whom the Insurer offered to conclude insurance agreement, or who concluded an insurance agreement with the Insurer. The Policyholder can only be the owner or co-owner of the insured property / object.

Persons related to the Policyholder and/or the Insured, as well as those who undertake to perform the Policyholder's obligations assumed under the agreement:

persons who live together with the Policyholder or the Insured;

persons who are responsible for the object of insurance in accordance with the agreement with the Policyholder or the Insured, for example, tenants and persons whom you have entrusted (or released to them) to protect, take care of, and use the insured property;

persons who have an insurance interest together with the Policyholder or the Insured, or other persons specified in the insurance agreement.

The Policyholder undertakes to familiarize all the above-mentioned persons with the conditions of the insurance agreement and the insurance Terms and Conditions.

**Insured** - a person whose property interests are insured:

in the case of property insurance - according to the insurance agreement, the owner of the insured property or the person indicated in writing in the agreement;

in the case of civil liability insurance - a person whose property interests, arising from civil liability, are insured;

in the case of personal insurance - a natural person specified in the insurance agreement, whose health, life, or physical condition is covered by the insurance agreement.

Policyholder's representative - a person who concludes, changes, or terminates an insurance agreement (validity of insurance coverage) on behalf of the Policyholder.

**Beneficiary** - the Policyholder or the person specified in the insurance agreement, or the person appointed by the Policyholder, and in the cases specified in the insurance agreement, also by the Insured, who has the right to receive an insurance benefit.

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Family members are those who live in the insured location and are related through a common household: The Policyholder's spouse, children and their spouses, grandchildren, parents, grandparents, brothers, sisters, or other persons living together with the Policyholder at the insured location and related to the common household.

**Third party** - in the case of civil liability insurance - a person who has suffered losses due to the actions or inaction of the Policyholder and/or the Insured and who is entitled to an insurance benefit in accordance with the terms of the insurance agreement.

Third persons - all persons, except for Family members, co-owners, tenants, persons to whom the Policyholder has entrusted (or handed over to another person) to protect and take care of the insured property.

Parties to the insurance agreement are the Policyholder and the Insurer.

**Insurance object** is property interests related to a person's life, health, property, or civil liability.

Application for conclusion of an insurance agreement is a document of a prescribed form in which the Policyholder provides the necessary information for the conclusion of an insurance agreement. There is no need to submit the request if the Policyholder provides the Insurer with information that the Insurer considers sufficient to assess the insurance risk. Acceptance of a request to conclude an insurance agreement does not obligate the Insurer to conclude an insurance agreement.

Insurance agreement - an agreement between the Insurer and the Policyholder, under which the Policyholder undertakes to pay the insurance premium of the agreed amount within the deadlines set in the insurance agreement, fulfil other obligations established in the insurance agreement, and the Insurer undertakes to pay the insurance benefit to the person specified in the insurance agreement upon the occurrence of the insured event, in accordance with the provisions of the insurance agreement.

**Insurance agreement certificate (policy)** – a document that confirms the conclusion of an insurance agreement and includes the conditions of the insurance agreement agreed upon by the Insurer and the Policyholder.

**Insurance amount** - the amount of money specified in the insurance agreement or calculated according to the procedure established in the insurance agreement, which cannot be exceeded by the insurance benefit.

**Partial insurance** - cases where the determined insurance amount is lower than the insurance value. In such case, upon the occurrence of the insured event, a part of the benefit is paid out, proportional to the ratio of the insurance amount and the insurance value.

**Double insurance** - cases where the Policyholder concludes several insurance agreements for the same insurance risks in several or the same insurance company. In such case, the Policyholder undertakes to notify the Insurer in writing about the conclusion of another insurance agreement and specify the Insurance amount and other terms of the agreement. Otherwise, the Insurer, having paid the insurance benefit, acquires the right to recover the corresponding part of the insurance benefit.

Additional insurance - cases where only part of the property value or insurance risk is insured. In such case, the Policyholder has the right to conclude an additional insurance agreement with the same or another insurance company. In this case, the Insurance amount under several insurance agreements cannot exceed the insurance value. First risk insurance - cases where the property is insured with the Insurance amount agreed by the parties, which is lower than the value of the insured object. In such case, the losses are compensated without applying the Partial insurance clause, but the insurance benefit cannot be higher than the Insurance amount specified in the insurance agreement.

**Deductible** - the part of the insurance payment established in the insurance agreement, which is non-refundable. The deductible is defined as a specific amount of money and/or a percentage expression of the loss, unless insurance certificate specifies otherwise. If several types of deductibles for the same risk are stipulated in the insurance agreement, one of them - the larger one - is applied every time.

Insurance premium - the amount of money specified in the insurance agreement, which the Policyholder undertakes to pay to the Insurer for insurance coverage under the terms of the Insurance agreement.

**Insured event** is an event specified in the insurance agreement, upon the occurrence of which the Insurer undertakes to pay an insurance benefit.

**Non-insured event** - a case where the insurance benefit is not paid.

**Insurance risk** is the probability of an event, the occurrence of which is possible in the future and which does not depend on the will of the Policyholder and/or the Insured.

Insurance benefit - the amount of money paid out after the occurrence of the insured event or provision of service if this is provided for in the insurance agreement.

**Insurance interest** - the Insured's interest in not suffering losses due to an insured event.

**Compensation principle** - insurance principle according to which the insurance benefit is calculated based on the amount of losses incurred as a result of the insured event.

Written document:

drawn up in writing and containing all the necessary details, including a signature, in accordance with the legislation in force in the Republic of Lithuania;

transmitted by telegraphic, facsimile communication or other telecommunication terminal devices, if text protection is ensured and the signature can be identified, including an email.

**Dwelling** – a Non-movable property object owned by the Policyholder.

**Permanent dwelling** - dwelling where one lives for at least 9 months per year, including during the cold season (winter), and in which the household of the person and their family members is actually run. If a person actually lives in several places, then the place with which the person is connected the most closely (where the person's property or most of the property is located, where their place of work is or where they live the longest) is considered their main permanent dwelling.

Non-permanent dwelling - dwelling that does not meet the definition of Permanent dwelling. A dwelling that is not adapted for living in winter is in all cases considered not permanently inhabited.

Entrusted property - property entrusted by the Employer to the Policyholder or members of the Policyholder's Family with the right to use and manage it.

**Smart devices** - mobile phones, laptops and tablets, smart bracelets, headphones, and other similar devices. Simple repair is a repair aimed at renovating an existing building without reconstructing it or overhauling it. Works that do not require a construction or reconstruction permit.

Work equipment and tools are items that the Policyholder uses in their professional activities, working under the individual activity certificate.

**Motor vehicle** - land, air, water, or rail vehicle with a motor intended for the transportation of people and/or cargo, and fixed equipment mounted on it. Tractors, self-propelled machines and vehicles intended for off-road traffic, as well as bicycles, scooters, segways are considered as motor vehicles according to the Law on Compulsory Civil Liability Insurance of Vehicle Operators of the Republic of Lithuania. Motorized wheelchairs, environmental management equipment (lawn mowers, etc.), watercraft that do not have to be registered in the Register of Inland Watercraft are not considered motor vehicles.

**Civil liability** is the obligation to compensate a third party for damage caused by actions (including omissions) that are prohibited by law, or by violation of the general duty to act diligently and carefully.

#### **1. ESSENTIAL CIRCUMSTANCES OF THE INSURANCE AGREEMENT**

- **1.1.** The insurance agreement is concluded based on all known information provided by the Policyholder or the Policyholder's representative about circumstances that may have a significant impact on the assessment of the insurance risk. The Policyholder or the Policyholder's representative is responsible for the correctness of the data provided.
- **1.2.** Essential circumstances are:
  - realistic, correct information about the desired property to be insured (building structures, total area, 1.2.1. volume, detailed actual purpose of the building, security measures, year of construction, reconstruction, repair, permanent or non-permanent dwelling, rented or used under the agreement on loan for use, other risk factors);
  - 1.2.2. history of past losses and events;
  - 1.2.3. other circumstances described in these Terms and Conditions or stated in the application to enter into an agreement, if such an application is submitted.
- **1.3.** The insurance agreement is concluded at the oral request of the Policyholder or the Policyholder's representative, except in cases where the request to conclude an insurance agreement was submitted by the Policyholder or the Policyholder's representative in writing or online.
- **1.4.** The insurance agreement consists of: insurance Terms and Conditions, insurance certificate, application for conclusion of the agreement (if it was submitted), photographs, other submitted documents or annexes to the insurance agreement.
- **1.5.** If the individual insurance conditions specified in the insurance certificate, annexes, or other individual documents differ from these Terms and Conditions, the individual insurance regulations prevail.
- **1.6.** If it turns out that the Policyholder or the Policyholder's representative failed to provide correct essential information when concluding the agreement (Section 1.2. of the Special Conditions), they must immediately, no later than within 5 working days, clarify the information, and the Insurer has the right to review and adjust the insurance conditions, taking into account the changed risk.

#### 2. WHAT IS COVERED

Based on these Terms and Conditions, the following Insurance objects may be insured:

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- **2.1.** Non-movable property a structure firmly connected to the ground, the location of which cannot be changed without changing its purpose of use or reducing its value. Non-movable property can be: Buildings, Premises, and Stationary elements of well-being.
  - **Building** a structure covered with a roof, firmly connected to the ground, the location of which 2.1.1. cannot be changed without changing its purpose of use or reducing its value (residential, for example, living house, garden house, guest house or non-residential - an outbuilding, garage, barn, etc.). Buildings must be registered in the Registry Center or not yet registered but built in accordance with the design documents and in accordance with the construction standards of the Republic of Lithuania.
  - 2.1.2. **Premises** - Part of the building (residential purpose, for example, apartment, part of a residential house, semi-detached house or non-residential purpose - storage room, garage, etc.), which is registered in the Registry Center; as a separate object of Non-movable property, has a clear functional purpose and is structurally separated from common use or other premises.
  - 2.1.3. Stationary elements of well-being - stationary elements of environmental equipment (immovable objects) located in the fenced area of the land plot on which the insured Building is located, firmly connected to the land or building.
- 2.2. Investments Investments made by the policyholder in Buildings, Premises (e. g. replaced roof and windows in an old building).
- 2.3. Renewable energy production facilities.

#### 2.4. Electric vehicle charging stations.

- 2.5. When insuring an entire separate Building, it is insured together with the facilities and elements intended solely for the service of that Building, which by their essence and purpose are immovable: heating (including geothermal heating), water supply and sewerage, ventilation and conditioning equipment, property protection and fire alarms, plumbing equipment, electrical grid, with the exception of renewable energy production facilities, which are insured if they are listed in the insurance agreement. When the Premises are insured, the devices specified in this clause located inside the Insured Premises or attached to the outside wall of the Building in which the Insured Premises are located and used only for the service of those Premises are insured.
- **2.6.** The Building also includes engineering networks located on the land plot on which the Building is built, until they are connected to common engineering networks.
- 2.7. When insuring residential buildings and premises, stationary elements of well-being are also insured: gazebo, terrace, balcony, outdoor swimming pool, smokehouse, outdoor lighting equipment, stationary watering equipment, yard, mailboxes, cobblestones, flagpoles, outdoor fireplace, children's playground, stationary sports equipment, swings, fences, fence gates and automation, stationary dog pen, greenhouses with a metal frame without a foundation, which are covered with a polycarbonate or glass structure (greenhouses with a wooden or plastic frame, which are covered with a film, are not insured). Stationary elements of well-being are considered only those elements that cannot be moved from one place to another without changing their purpose. Renewable energy production facilities, which are insured only if they are listed in the insurance agreement, are not considered as stationary elements of well-being. Stationary elements of well-being are insured against the risks of Fire, Natural Forces, Malicious damage to property.
- **2.8.** Residential Premises also include joint partial property belonging to the Policyholder.
- **2.9.** When insuring a residential Premises, a storage room, garage, and parking space located in the same Building are insured too.
- **2.10.** Movable property household items intended for home furnishing, domestic use and consumption, located at the insured location, which belongs to the Policyholder and/or members of the Policyholder's Family. Movable property also includes: built-in furniture and household, video, audio, computer equipment; work tools and environment management mechanisms used for personal purposes in the household (lawn mowers, lawnmowers, snow removal devices, chainsaws, drills, etc.); sports and recreation equipment, including ordinary or electric bicycles, scooters, segways, water vehicles for which registration is not required (boats, windsurfers, kayaks, kites, pedal boats); vehicle spare parts - one set of car spare tires, not installed on the car, located in a locked building (room) at the insured location; kid strollers and wheelchairs; additional equipment of a passenger car - child seats, bike racks, trunks, radio and TV antenna equipment, if these items are used for personal needs.
- **2.11.** Movable property also includes Work equipment and tools, and Trust property.

- **2.12.** Clothes, footwear, bedding and guest belongings are insured together with Movable property. They are covered by the insurance coverage of the risks listed in Paragraphs 4.1. - 4.4. of these Terms and Conditions.
- **2.13.** Valuables for which insurance coverage is valid only after selecting the coverage options of Plus or Maximum. The maximum insurance benefit limits for values according to the chosen coverage option are specified in Annex No. 2. Valuables are: 2.13.1. cash;

- **2.13.2.** furs, fur and leather products, textiles, handmade products, watches with a unit value of more than EUR 300;
- 2.13.3. jewellery and other items made entirely or partially of precious metals and precious stones;
- 2.13.4. documents that can be restored based on data from official registers or other sources;
- **2.13.5.** registered weapons.
- **2.14.** Postage stamps, coins, works of art, antiques (objects considered to be antiques, older than 50 years and having lasting value), religious faith items, cultural-historical values, collections, unique, rare items are insured by individual agreement between the Insurer and the Policyholder, in a separate list ( the Policyholder provides a separate list of valuables and the Insurer insures the valuables in the amount assessed by experts or according to the documents for the acquisition of valuables) and this is clearly stated in the insurance agreement.
- **2.15.** Each insured object must be specified in the insurance agreement. If the object is not specified or its insurance amount is EUR 0, it is considered uninsured.
- **2.16.** Non-movable property is insured at the address specified in the insurance agreement.
- **2.17.** The insurance location of Movable property is inside the main Building at the specified address.
- **2.18.** Farm buildings and structures are prohibited on the territory of a living house, summer house, or garden house plot, surrounded by a fence or located no more than 100 meters from the main Building, if the territory is not fenced. A storage room, garage or parking space belonging to a Residential Premises is also considered an outbuilding, if they are located in a Building where the insured Residential Premises are located.
- **2.19.** Valuables and guest belongings are not covered by insurance in outbuildings, summer houses, garden houses, other Non-permanently inhabited or Uninhabited objects.
- **2.20.** If, under the selected option of the Movable property insurance, the insurance coverage is extended and valid outside the insurance location, the territory of validity of the insurance coverage is geographical Europe, excluding countries or territories of countries where martial law has been imposed in accordance with legislation.
- **2.21.** According to these insurance Terms and Conditions, all objects listed in Paragraph 2.21 are not insured and the insurance agreement does not apply for these objects. All objects listed below can be insured only in cases where the Insurer and the Insured conclude a separate agreement for a specific object.
  - **2.21.1.** Buildings or Premises that were built arbitrarily, without the appropriate permit and approved construction project, as well as abandoned, emergency, non-operational Buildings or Premises, temporary Buildings or Premises, and Movable Property located in such Buildings or Premises;
  - **2.21.2.** Buildings or Premises where commercial, individual activities are carried out; equipment or devices used exclusively for business (income) except for the property specified in Paragraph 2.11. of the Special Conditions; commercial goods or goods intended for sale for commercial purposes;
  - **2.21.3.** wooden or plastic frame greenhouses that do not have a fixed foundation or greenhouses that are covered with film. (Only metal frame greenhouses covered with polycarbonate or glass are insured).
  - **2.21.4.** bridges, footbridges, piers, other structures on water;
  - 2.21.5. domestic animals, fish, birds, plants, land, bodies of water;
  - **2.21.6.** a local sewerage system, water wells, water treatment facilities, drainage systems installed without the appropriate permit;
  - **2.21.7.** all types of Motor vehicles, including unmanned aerial vehicles, drones, scooters, jet skis, quadricycles, trailers and their components, operational means, except for objects named in Paragraph 2.10. Of Special Conditions;
  - **2.21.8.** electric means of transportation, which are classified as Means of Transport according to the Law on Mandatory Civil Liability Insurance of Vehicle Operators of the Republic of Lithuania;
  - 2.21.9. Property received by the Policyholder from other persons for repair, processing, sale, storage, etc.;
  - 2.21.10. Movable property in common areas;

2.21.11. medical devices and equipment, unless agreed otherwise;

- **2.21.12.** explosive, narcotic and psychotropic substances, alcohol, tobacco, medications, food products, perfumery and cosmetics, unregistered firearms;
- **2.21.13.** software (except for legal software that is installed during the purchase of a computer), media, drives and information contained in any type of data media;
- 2.21.14. documents that cannot be reconstructed based on data from official registers or other sources, manuscripts, files, drawings;
- **2.21.15.** any fuel (e.g. gasoline, diesel, kerosene, etc.), except for solid fuel used for building heating, but not exceeding the amount required for one heating season;
- **2.21.16.** Construction materials and products manufactured materials or products that are intended to be constructed, installed, or installed in buildings or engineering structures for a long time. (For example, unassembled shower enclosure, unassembled water pump, finishing materials, tiles, etc.) Equipment or building elements temporarily dismantled during the validity of the insurance

#### agreement are not considered construction materials;

- **2.21.17.** agricultural machinery, implements, their spare parts, agricultural products and supplies, feed;
- 2.21.18. money in bank or bank card accounts.
- **2.22.** Upon agreement for the insurance of objects provided for in Paragraph 2.21. of the Special Conditions, this fact about the object and its characteristics must be clearly and unambiguously stated in the insurance certificate, otherwise the insurance coverage for such an object does not apply and the insurance benefit for such an object is not paid.

## **3. AVAILABLE OPTIONS OF INSURANCE COVERAGE**

According to these insurance Terms and Conditions, the Policyholder may choose the desired option of coverage.

- 3.1. Classic;
- 3.2. Plus;
- 3.3. Maximum.

Definitions of the insured and non-insured risks for each of these coverage options are detailed below in Sections 4 and 5 of the Special Conditions of these Terms and Conditions.

## 4. DEFINITIONS OF RISKS OF THE COVERAGE OPTIONS

Depending on the coverage option chosen by the Policyholder, Non-movable and/or Movable Property may be insured against sudden and unexpected damage, destruction or loss due to the following risks:

- 4.1. Fire:
  - 4.1.1. a fire is a fire that originated in a flashpoint not intended for this purpose or that broke out from it and can spread by itself. Losses incurred while extinguishing the fire are compensated too;
  - 4.1.2. smoke and soot, suddenly and unexpectedly erupting from the fire place or heating device;
  - 4.1.3. direct lightning strike to the insured object. Losses that occurred on the insured property due to the impact of lightning on trees or other objects are compensated too;
  - 4.1.4. a change in the physical state of a substance is considered an explosion, during which a large amount of suddenly heated and expanding gas or steam is released, which affects the environment with a large shock wave;
  - 4.1.5. falling of a controlled flying craft, its parts or cargo on the insured property.

## 4.2. Water:

- 4.2.1. accident of the heating system, water supply, sewerage networks - sudden and unexpected spillage of liquid (water, steam, or sewage) from the permanently installed piping system located in the insured premises or devices permanently connected to the piping system (washing machines, dishwashers, etc.). Damages caused by aquarium water in the event of the aquarium breaking or cracking are compensated too;
- 4.2.2. penetration of water and steam from the premises adjacent to the insured location.

## 4.3. Natural forces:

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- 4.3.1. storm - strong wind when the wind speed during the gust is 17 m/s and more. Losses due to trees or other objects falling on the insured property during a storm are compensated too;
- 4.3.2. downpour - short-term heavy rain, when 15 mm or more of precipitation falls within 12 hours (or less);
- hail short-term precipitation of ice pieces, usually characteristic of the warm season. If the objects 4.3.3. are damaged due to hail and the damaged parts are not replaced with new ones, then if the event occurs due to hail a second time, the damage for the same parts is not compensated. As proof that the parts have been replaced with new ones, the Insurer may require the submission of invoices and other documents;
- 4.3.4. snow pressure - heavy snowfall, when 20 mm or more of precipitation falls within 48 hours (or for a shorter period of time) and a snow cover layer of at least 20 cm thickness is formed, which breaks or damages the insured property due to its weight. Losses are not compensated due to long-term effects of snow, if it is determined that the snow coverage layer accumulated before the heavy snowfall was greater than 10 cm and it was not cleared for more than 48 hours;
- unforeseeable flood flooding of Non-movable or Movable property due to a sudden and 4.3.5. unforeseeable overflow of surface water bodies (rivers, lakes, etc.) from the banks. Puddles formed by melting snow or long-term rainy weather are not considered a surface water body. A sudden and unforeseen flood is if the flood occurs in an area that can be flooded with a less than 10% probability of floods or a less than 10% probability of a rise in the water level in the Baltic Sea or the Curonian Lagoon. This risk does not apply in areas where the probability of water level rise in the Baltic Sea or the Curonian Lagoon is 10% or higher. Such territory is determined according to the "Map of Flood Threat and Risks" of the Environmental Protection Agency;
- 4.3.6. ground subsidence - ground subsidence or felling in due to karst phenomena;

4.3.7. landslide is a spontaneous, sudden, and unexpected movement of soil down a slope.

When the quantitative parameters of a storm, rain, hail, snow pressure or flood cannot be determined at the place of insurance, reference is made to the measurements made by the meteorological service in that or the nearest region and/or the facts that the listed natural forces in that region have caused similar losses to buildings in good condition or other similar items of the same resistance and it is concluded that these risks comply with the definitions of natural forces specified in Paragraph 4.3. of the Special Conditions.

#### 4.4. Intentional actions of third parties:

- 4.4.1. burglary - theft, damage, or destruction of insured property, when a thief illegally enters the premises using stolen keys and/or breaks into a locked building, damaging its baring structures (doors, windows, roof, etc.). Burglary using stolen keys is considered an insured event only in cases where the disappearance of the keys has been reported to the law enforcement authorities and an investigation has been initiated regarding this event and there was no real possibility to change the door lock;
- 4.4.2. robbery - when physical or psychological coercion is threatened or used against the Policyholder or a member of their family, resisting the taking of the insured property; the insured property is taken away from the Policyholder or a person related to the Policyholder who is in a powerless state due to an accident or for another reason without their fault and without them being able to resist. The fact of robbery must be confirmed by the police;
- vandalism after break-in damage caused to Non-movable and Movable property during a burglary 4.4.3. or as a result of an attempted break-in, except for cases where the damage is only damage caused by breaking a window or other external glass;
- malicious damage to property damage or destruction of a building or insured property, vandalism 4.4.4. due to the actions of third parties, including defacing of the building (graffiti). Defacement of the structure (graffiti) is compensated once during the insurance period (or once per year if the insurance period is longer than one year). Damage caused by tenants is not considered vandalism.
- **4.5.** Glass breakage insured Non-movable property (for example: windows, balconies, terraces, interior doors, glass partitions, plumbing equipment, stationary lights) or Movable property (for example: furniture, glazing of wall cabinets, wall mirrors, paintings, glass ceramic surfaces of stoves, ovens, stoves and hoods, aquariums) glass breakage or cracking, including damage to other property caused by glass breakage.
- 4.6. **Vehicle collision** – damage or destruction of Non-movable and Movable property due to vehicle collision. When Third parties collide with a vehicle not owned by the Policyholder, the Policyholder undertakes to fill out a traffic accident declaration together with the person responsible for the incident or to call the police, who will issue a certificate.
- 4.7. Spontaneous felling of a tree, pole, or parts thereof.

- 4.8. Fluctuations in electrical voltage. The insurance covers breakdowns of the insured electrical devices and equipment due to sudden and unexpected fluctuations in the supplied electrical voltage, overvoltage's and indirect effects of lightning on the insured electrical devices and equipment. Losses due to surges are compensated only if the fact is confirmed by the electricity supplier or if they are clearly visible, i.e. burnt out, broken fuses and/or other parts that were exposed to fire, heat, which caused a change in shape, color, visible charring, leaks, soot, melting and overvoltage are confirmed by a competent repair company. Losses are compensated only for those Movable and Non-movable property devices that are no older than 7 years on the day of the event.
- 4.9. **Costs of hotel or residence rent.** Rental expenses, including breakfast, are reimbursed when the insured building does not meet the basic requirements of quality of life, hygiene and safety due to the insured event, and the Policyholder cannot live there. Housing rental costs can be covered until the insured housing is fully repaired, but no longer than 12 months and no more than EUR 500 per month.
- **4.10.** Penetration of rain or melting snow from the outside. Only consequential damage is compensated, the repair of the substandard building structure itself is not compensated. According to the chosen coverage option, only the first sudden and unexpected event is compensated. A sudden and unexpected event is an event that occurs less than once every 5 years.
- **4.11. Tenant's belongings** is the insurance of belongings belonging to persons living in the insured object on the basis of rent or loan for use. The risk is valid only if the policy states that the object of insurance is leased on a long-term basis and the Policyholder is the lessor. The insurance coverage is valid within boundaries than are specified in the coverage option.
- 4.12. All-risk insurance (if the Policyholder chooses coverage option Maximum) all losses caused by sudden and unexpected events are compensated, if those events are not foreseen as non-insured.
- 4.13. Movable property insurance coverage outside the insured location (limitations of insurance benefits according to the chosen coverage option are specified in Annex No. 2):
  - 4.13.1. theft of an ordinary or electric bicycle or stroller temporarily taken with you, after leaving it locked in other premises (not the insured location) or chained to other stationary objects (including a

passenger car) in the territory of the Republic of Lithuania and near abroad (in the republics of Latvia, Estonia, and Poland);

- **4.13.2.** when Movable property is insured based on the area, Movable property in the apartment belonging to the apartment, located in the same building, in an inventoried, locked storeroom or garage, in the locked outbuildings of the household property of a permanently occupied household, is insured too. Insurance coverage is valid against risks listed in Paragraphs 4.1. to 4.8. of the Special conditions, against which Movable property in the main Building is insured, but not more widely than the insurance option specified in the insurance agreement. This Paragraph only applies to property located in separate outbuildings, garage or storage, but does not apply if, for example, a garage or utility room, basement, is part of a living house;
- 4.13.3. Movable property that is intended to be stored off-premises (for example: trampolines, outdoor furniture, barbecues, robotic lawnmowers, etc.) is covered by coverage against burglary from an enclosed area of a residential property that is enclosed by a fence. A fenced area is considered an area that is completely surrounded by a fence of at least 1 m, the gate is locked and cannot be entered without leaving signs of break-in. In cases where the theft is committed from a fenced area, but there are no signs of a break-in, a deduction of EUR 500 is applied. Insurance coverage in the territory of the residential household is also valid against the risks covered by the Movable Property in the main building;
- **4.13.4.** cover for property in a passenger car is valid against the risks of a car accident, fire, and theft with break-in from the passenger car's trunk and storage compartment. The risk of burglary only applies if the car was with the roof, locked, and with the alarm activated (if installed)
- **4.13.5.** protection of Movable property temporarily taken with oneself in other premises (hotels, rest houses, sanatoriums, hospitals, and other institutions of similar purpose). Insurance coverage is valid against risks listed in Paragraphs 4.1. to 4.8. of the Special conditions, against which Movable property in the main building is insured, but not more widely than the insurance option specified in the insurance agreement;
- **4.13.6.** in case of robbery (as provided for in Paragraph 4.4.2 of the Special Conditions) or open theft outside the insured location. Open theft - when property is openly stolen in a public place (for example, a wallet is taken out of a purse on a bus, a purse is stolen that was hung on the back of a chair in a cafe, etc.).
- **4.14.** Insurance coverage outside the Insurance location does not apply:
  - **4.14.1.** when insuring Movable Property according to the list of insurance objects drawn up individually for the Policyholder or under First Risk insurance (the definition is described in the Special Conditions, section "What is what?");
  - 4.14.2. For Movable property, if the Movable property insured at the specified address is kept in the Policyholder's summer house, garden house or the Policyholder's Premises at another address for more than 30 calendar days;
  - **4.14.3.** when the Policyholder or a Member of the Policyholder's family temporarily lives elsewhere for academic studies. This provision does not apply to the Policyholder or a Member of the Policyholder's family participating in seminars and/or conferences, the duration of which is up to 30 calendar days;
  - **4.14.4.** for water vehicles, passenger car additional equipment (child seats, bike racks, trunks) and items specified in Paragraph 2.11. of Special Conditions.
- **4.15.** Valid risk and/or insurance benefit limits for the listed objects according to the selected insurance option are specified in Annexes No. 1 and No. 2.
- **4.16.** If additionally selected and specified in the policy, Non-movable and/or Movable property can be additionally insured for the following risks:
  - **4.16.1.** Insurance for smart devices additional insurance coverage is provided for mobile phones, tablets and laptops, smart bracelets, headphones and other similar devices, and their screens.
  - 4.16.2. Sudden and unexpected internal faults or burning out of other devices and appliances.
  - 4.16.3. Insurance of medical devices and equipment.

#### 5. CASES IN WHICH THE INSURANCE COVERAGE IS NOT VALID

**5.1.** Insurance benefits are not paid if the losses are caused by:

- 5.1.1. non-insured events specified in Section 6 of the General Part;
  - unavoidable natural processes (natural wear and tear, corrosion, rusting, mold, rot, breakdown, 5.1.2. fungus, etc.);
  - 5.1.3. defects or deterioration of the Building or part of it, Premises structures or wear (settlement, splitting, disintegration, collapse), as well as caused by gradual soil subsidence, foundation settlement, slope erosion;

- **5.1.4.** damage that occurred during construction and/or installation work at the insured location, except for Simple repair work, which does not require a construction permit;
- **5.1.5.** blasting or digging, excavation works (mining, demolition, dismantling, construction, or other works);
- **5.1.6.** errors or defects of design, construction, or installation, as well as due to the use of obviously unsuitable, defective materials, parts, or equipment;
- **5.1.7.** interruption of the supply of water, gas, heating or other energy resources, except for cases where it happened due to an insured event;
- **5.1.8.** liquid outflow from the system before putting it into operation;
- **5.1.9.** impact of groundwater or due to an accident or blockage of city or public networks (networks for which water management companies, suppliers are responsible or own them);
- 5.1.10. long-term exposure to moisture and its consequences (rotting, mold, fungus, smell, etc.);
- 5.1.11. rupture of unconcealed pipelines, if there are obvious, externally visible signs of corrosion;
- **5.1.12.** cold, bursting or cracking of devices or pipelines in unheated buildings or outside the building. This exception does not apply when such an bursting or crack occurred due to a sudden and unexpected failure of the heat supply or other circumstances beyond the control of the Policyholder and could not have been avoided (for example, a sudden interruption of the heat supply due to the fault of the electricity or heat supplier);
- **5.1.13.** frozen soil, including consequential damage;
- **5.1.14.** damage caused by wild and domestic animals, insects, rodents, except for cases where fire, water or glass breakage damage occurred as a result;
- **5.1.15.** any computer viruses, incorrect data processing or misuse of computer software. The cost of data recovery is not reimbursed as well, even if it happened due to an insured event;
- **5.1.16.** errors, shortcomings, or defects which are the responsibility of the manufacturer, supplier, builder or the company performing warranty and technical service under the warranty or according to the procedure established by law. If the Policyholder has produced the insured property or part of it themselves, then the Policyholder is equated with the persons listed in this Paragraph;
- **5.1.17.** rain or melting snow where water has entered through openings or leaks (i.e., leaky roof, leaky exterior walls, leaky exterior structural joints, open windows or doors, etc.) that should not be present, including existing openings or leaks in an unfinished property, or caused by the construction works that are carried out, except in cases where those openings were caused by a storm or other insured event; This Paragraph does not apply in the case specified in Paragraph 4.10. of the Special Conditions;
- **5.1.18.** errors in the operation or processing of the property during the production process (for example: baking, ironing, washing, etc.);
- **5.1.19.** theft, when the exact circumstances of the incident cannot be determined; fraud or swindling; squandering of assets; disappearance of property; loss; embezzlement or theft, if there are no signs of a break-in; the use of a stolen key or if the loss occurred in the period from the theft of the key to the reporting of the theft of the key to the police;
- **5.1.20.** theft, when it is committed by a person to whom the property has been transferred for use on the basis of rent or loan for use:
- **5.1.21.** a flood, if it was foreseen;

- **5.1.22.** earthquake. An earthquake is a sudden and unexpected release of energy from the Earth's crust, resulting in seismic waves greater than 4 points on the Richter scale;
- **5.1.23.** damage to the aesthetic image of the property (smudges, bends, scratches, cracks, etc.) except for cases of graffiti specified in Paragraph 4.4.4. of the Special Conditions;
- **5.1.24.** property that is not used according to its intended purpose or is used in inappropriate conditions, including incorrect connection of devices, insulation defects, or mechanical damage;
- **5.1.25.** the impact of rain, snow, storm or other precipitation on property located outside or in open extensions, except when such property is adapted for outdoor storage and use;
- **5.1.26.** glass breakage losses are not compensated:

- **5.1.26.1.** for dishes, vases, table lamps, floor lamps, decorative glass products, hand mirrors, glasses, other easily movable glass items;
  - 5.1.26.2. for glass parts of cameras, video cameras, watches, and binoculars;
  - **5.1.26.3.** for screens of smart devices, except in cases where additional insurance coverage is chosen for this type of objects.
  - **5.1.26.4.** for the glass parts of greenhouses, solar power plants, collectors, modules, but losses caused by other insured events are compensated (e.g. glass is broken due to fire, hail or other natural forces);

BTA Baltic Insurance Company AAS branch in Lithuania Laisvės pr. 10, 04215 Vilnius, Lithuania. Tel.: +370 5 2600 600, website: bta.lt, e-mail: bta@bta.lt Private property insurance terms and conditions No.0801.N1 Effective as of 10.09.2024

## **5.1.26.5.** when the glass surface is only scratched.

- 5.2. Losses are also not compensated:
  - 5.2.1. for pipelines, if they suffer from rupture due to the effects of long-term corrosion;
  - 5.2.2. for those lost items, the theft of which has not been reported to the police;
  - 5.2.3. if the items are delivered to the place of collection at the request of criminals;
  - 5.2.4. when the security measures specified in the insurance agreement were not activated or ineffective, or theft occurred from unlocked premises.
- 5.3. After insuring Non-movable and/or Movable Property according to the Classic or Plus coverage options, any events that are not described as insured events are considered non-insured events.
- **5.4.** There is no coverage for events that do not meet the definition of "sudden and unexpected" (for example, continuous water dripping through a broken pipe and damaging the floor).

## 6. INSURANCE AMOUNT

- **6.1. Insurance value** the value of the insured property, which is used to calculate the insurance benefit in the event of an insured event. It is the Policyholder's responsibility to provide correct information about the value of the property in order to avoid under-insurance or over-insurance.
- **6.2. Insurance amount** the amount of money specified in the insurance agreement, up to which the Insurer shall compensate for the losses incurred without exceeding it. The insurance amount is determined for each object or group of objects separately.
- **6.3.** The value of Non-movable property insurance can be:
  - 6.3.1. **Rebuild value** is the amount of money that would be required to restore the same type of building with the same parameters, physical and operational and utility characteristics in the same place, including all design, installation, construction costs without applying depreciation. The amount of money for the restoration of the building is calculated according to the work technologies and prices used at the time of the event;
  - 6.3.2. **Residual value** is the value of the asset, which is calculated from the original new Rebuild value of the asset after deducting the depreciation of the property. The amount of depreciation according to the construction of the building is specified in Annex No. 3.
- **6.4.** The Movable property insurance amount can be determined in two ways:
  - 6.4.1. according to the list of prohibited Movable property provided by the Policyholder, indicating the value of each item. The value of insured items is determined as acquisition value or market value, i.e. the minimum costs, required to purchase an item of Movable Property equivalent in terms of its functionality and purpose, are calculated. The insurance coverage is valid only for the listed items, and the Movable Property insurance amount is equal to the sum of the values of the items specified by the Policyholder.
  - 6.4.2. According to the total area of the building. In this case, all items of Movable Property are insured, taking into account their real value, without specifying each item and its value separately. Insured and non-insured items of Movable Property are described in Section 2 of the Special Conditions. The total insurance amount is determined for all Movable property. Limits of insurance benefits according to groups of items are specified in Annex No. 2.
- **6.5.** Movable property insurance value:

- 6.5.1. Movable property is insured at the Rebuild value. Rebuild value is the cost of purchasing a new asset of the same type, quality, power or other analogous parameters or repairing it using new parts.
- 6.5.2. Movable property in outbuildings, warehouses, garages, other outbuildings, in the fenced territory of the household is insured only for the Residual value. Residual value is the cost of purchasing a new property of the same type, quality, power or other similar parameters, after deducting the depreciation rates set out in Annex No. 4, or repairing it using non-new parts, or according to depreciation rates established in Annex No. 4 after assessing the depreciation of new parts. Depreciation is not applied for the first two years from the date of purchase of the item. Unless agreed otherwise.
- **6.6.** If the calculated percentage of depreciation of Non-movable or Movable property (using the depreciation rates set in Annex No. 4) is greater than 70%, it is considered that such property is maximally depreciated and its value is 30% of their Rebuild value.
- **6.7.** The value and insurance amount of stamps, coins, jewelry and articles made of precious metals, precious stones, pearls, works of art, antiques, items of religious worship, cultural-historical valuables, collections, and unique items are determined based on their written assessment by experts or by mutual agreement.
- 6.8. Non-movable and/or Movable property can be insured with an insurance amount agreed by the parties, which is lower than the value of the insured object (First risk insurance). In such case, the Insurer indemnifies the losses without applying the condition of partial insurance, but the insurance benefit is not higher than the insurance amount specified in the insurance agreement.

**6.9.** If the insured property is rebuilt, the insurance coverage remains valid for the same insurance amount, except for the insurance of the First Risk.

## 7. INCREASE AND DECREASE OF INSURANCE RISK

- **7.1.** The following circumstances are considered an increase in insurance:
  - **7.1.1.** property transferred for use to third parties on the basis of lease or loan for use if the Insurer was not informed about this when concluding the insurance agreement and this is not specified in the insurance agreement;
  - **7.1.2.** engaging in commercial activities at the location of the insured property if the Insurer was not informed about this when concluding the insurance agreement and it is not specified in the insurance agreement;
  - **7.1.3.** if the Dwelling is uninhabited or neglected for more than 3 months a year.
  - **7.1.4.** performance of work during which the temperature rises above 100°C (welding, welding, soldering), as well as storage of flammable, explosive materials in the insured location (except for fuel used for building, water heating or cooking);
  - **7.1.5.** non-functioning or deterioration of the property and fire protection measures specified during the conclusion of the insurance agreement;
  - **7.1.6.** change in other circumstances specified during the conclusion of the agreement or at the time of conclusion of the insurance agreement that may affect the increase or decrease of the insurance risk.
- **7.2.** If, after the conclusion of the agreement, the circumstances specified in Paragraphs 7.1.1. 7.1.6 change at any time, and as a result the insurance risk increases, the Policyholder undertakes to notify the Insurer immediately (but no later than within 3 working days) regarding the change in the terms of the insurance agreement and the insurance premium. If the Policyholder fails to notify of the increased risk, the Insurer acquires the right to reduce the insurance benefit or refuse to pay it. Accordingly, if the circumstances specified in Paragraphs 7.1.1. 7.1.6. change at any time after the conclusion of the agreement and as a result the insurance risk decreases, the Policyholder may apply to the Insurer for a change in the terms of the insurance agreement and the insurance premium.

#### **8. SECURITY REQUIREMENTS**

- **8.1.** The policyholder warrants that their behavior will meet the criteria of a prudent and caring person. The Policyholder undertakes to:
  - **8.1.1.** clean chimneys and flues at least once a year;
  - 8.1.2. clean the accumulated layer of snow from insured objects;
  - **8.1.3.** not to leave a burning fireplace, sauna stove, candle, stove or other sources that can cause fire without the supervision of an adult, not to smoke inside the room in a way that threatens the safety of the property;
  - **8.1.4.** allow repair work or work involving open flame to be carried out only by persons with appropriate qualifications;
  - 8.1.5. use only technically sound household electrical and heating devices;
  - **8.1.6.** constantly maintain and keep the electrical installation and devices, water supply and sewage pipelines, heating system, chimneys, roofing and rainwater drainage systems in order. The plumbing and heating system in unheated buildings or rooms must be kept empty, without water when the air temperature drops below 0°C, in order to protect the systems from freezing;
  - **8.1.7.** close all openings (windows, doors) when leaving home so that it is not possible to get inside without breaking locks, windows, structures or leaving other signs of a break-in;
  - **8.1.8.** activate the security and/or fire alarm, if such is installed and the Policyholder has indicated this when concluding the agreement;
  - **8.1.9.** operate the property in compliance with the requirements of manufacturers, sellers or installers, warranty conditions, and General fire safety rules.

#### 9. THE WAY THE AMOUNT OF DAMAGES IS DETERMINED

- **9.1.** Property is considered damaged if it is economically feasible to repair it. If the property cannot be repaired or the cost of its repair exceeds the purchase value of the same property before the insured event occurs, the property is considered destroyed.
- **9.2.** The amount of loss is the monetary expression of the damage incurred, which is necessary to repair or restore the insured property to the condition it was in immediately before the occurrence of the insured event.
- **9.3.** The repair, restoration, or acquisition of the property must in all cases be carried out in the most economical manner at the lowest reasonable cost.
- **9.4.** The loss is determined based on the notification received from the Policyholder about the incident and the loss incurred, the information received during the inspection, the documents received from the Policyholder

and/or the relevant authorities, necessary to determine the causes of the damage and the amount of the loss.

- 9.5. Losses for Entrusted Property are compensated only upon submission of the employer's written confirmation that this property was entrusted for personal or professional use and the employer files a claim for compensation of losses incurred.
- 9.6. Without a separate agreement, the costs of cleaning, disinfection, garbage removal costs, intended for cleaning up the place of the event, the insured property or its remains after the insured event are reimbursed as well. The maximum limit of compensable loss is 5% of the insured amount of the insured building or its part that was damaged during the event. This Paragraph does not apply to improvements or upgrades of the insured property.
- **9.7.** Without a separate agreement, the costs of transportation and storage of the remaining property are reimbursed as well when the Policyholder cannot continue to use the home and store things in it. Storage costs are reimbursed until the building is ready for use again, but no longer than 6 months. The maximum limit of indemnified loss is 5% of the insured amount of the insured Movable property.
- **9.8.** Costs that may occur during the operation of the property (e.g. maintenance costs, ongoing repairs) as well as additional costs incurred as a result of certain changes and/or improvements to the insured property after the occurrence of the insured event are not considered a loss.
- When insuring unfinished buildings or buildings under reconstruction, the insurance coverage is valid only for 9.9. the risks of fire and forces of nature during the period of construction, major repairs, and reconstruction. Insurance coverage against forces of nature is valid only if the main structures and the roof of the building are built and fully equipped, all openings (windows, doors) are properly covered. A deductible of EUR 300 is applied for this period. This limit does not apply when carrying out ongoing Simple repair work in a housing of completed construction, as provided for in Paragraph 5.1.4 of the Special Conditions.
- **9.10.** If the building was insured with the Rebuild Value and is damaged or destroyed due to the insured event, the costs of repairing the building or the costs of rebuilding or purchasing a similar building in the same place are reimbursed. If it is not possible to rebuild the destroyed building in the same place in accordance with the current legislation, then by agreement of the parties, the amount of the loss is equal to the price of construction or acquisition of an equivalent building in a similar place.
- **9.11.** If the building was insured with the Residual Value and is damaged or destroyed due to the insured event, the costs of repairing the building or the costs of rebuilding or purchasing a similar building in the same or similar place are reimbursed, after deduction of depreciation. In case of damage to the building, depreciation is not calculated for the repair and fixing works.
- 9.12. The insurer is not responsible for slight discrepancies in color or quality between the repaired part and the rest of the property.
- **9.13.** In case of damage to Movable property, the costs for repairing those items are reimbursed. If the Movable property was insured at the Residual Value, the amount of the loss is the cost of repairs after deducting the wear and tear of the parts. Depreciation does not apply to repair and maintenance works.
- 9.14. In case of destruction or theft of Movable property, the costs for the purchase of a similar item are reimbursed. If the Movable property was insured at esidual value, depreciation is deducted. In case of theft, the Policyholder undertakes to provide the Insurer with a list of damaged, missing, or destroyed items, indicating their price, year of purchase, as well as purchase documents, photos or other evidence that they had such an item.
- 9.15. The amount of the loss includes costs to reduce or avoid losses, costs to determine the causes of the insured event or to carry out action instructions received from the Insurer. The Policyholder undertakes to coordinate any such type of expenses with the Insurer. Otherwise, the Insurer reserves the right not to coverage the expenses incurred by the Policyholder.
- **9.16.** If the Policyholder decides not to restore the damaged or destroyed property after the insured event, the insurance benefit is paid after deducting the costs of design, planning, coordination, social insurance, VAT, and profit taxes. The VAT part of the loss is paid only after submitting the amount of the loss and documents confirming the actual costs of restoration (repair) (invoices, receipts, etc.).
- **9.17.** Both the Insurer and the Policyholder have the right to hire property appraisers to determine the extent of the loss or the cause of the event. The expenses of such experts shall be paid by the party employing them, unless agreed otherwise.
- **9.18.** If the insured value of the property is greater than the Insured amount by more than 10%, the condition of Partial insurance is applied and the loss is compensated in the same ratio as there is between the Insured value and the Insured amount.
- **9.19.** If the Insured value of the property is lower than the Insured amount (insurance with Increased value), the Insurance benefit is paid in the amount of the loss, no more than it would cost to repair or restore the property to its previous condition.

BTA Baltic Insurance Company AAS branch in Lithuania Laisvės pr. 10, 04215 Vilnius, Lithuania. Tel.: +370 5 2600 600, website: bta.lt, e-mail: bta@bta.lt Private property insurance terms and conditions No.0801.N1 Effective as of 10.09.2024

**9.20.** Limits of Insurance benefits for groups of items, depending on the selected insurance coverage option, are specified in Annex No. 2. The specified percentages are calculated from the Movable property Insurance amount specified in the insurance certificate.

#### THE INSURANCE BENEFIT PAYOUT PROCEDURE 10.

- 10.1. The right to an Insurance benefit belongs to the person who has suffered material losses (i.e., the one who has a legitimate insurance interest) or is specified in the agreement as the Beneficiary.
- **10.2.** The Insurance benefit is equal to the amount of the estimated loss, taking into account Partial insurance, increased insurance, double insurance, insurance value, limits on Insurance benefits and other conditions set forth in these rules and the insurance certificate, and after deducting the deductible.
- **10.3.** The Insurance benefit cannot be higher than the Insurance amount for each object and cannot exceed the Insured value of that object.
- 10.4. If the damage or part of it was compensated to the Policyholder by another person or state institutions, the Insurer pays the Insurance benefit after deducting the part that has already been compensated to the Policyholder.
- **10.5.** The Insurer has the right to choose whether to pay the Insurance benefit to the Policyholder or to organize the purchase, restoration, or repair of the damaged or destroyed property.
- **10.6.** If the Policyholder has recovered the property after the Insurance benefit has been paid, the Policyholder must notify the Insurer and return the Insurance benefit or the recovered property to the Insurer within 15 calendar davs.
- **10.7.** If the Insured event occurred due to the fault of Third Parties, the persons responsible for the event are identified, admit their fault and the Insurer acquires the right to demand the return of the insurance payment in the subrogation procedure, the Insurer pays the benefit without applying the deductible specified in the insurance certificate (policy).

#### CASES IN WHICH THE INSURANCE BENEFIT IS NOT PAID OR IS REDUCED 11.

- **11.1.** The Insurance benefit is not paid out when:
- **11.1.1.** the Policyholder provided misleading information about the facts of the insured event, which had an impact on the causes, circumstances and/or amount of the loss.
- **11.2.** The Insurer has the right to reduce the insurance benefit or refuse to pay it, if:
  - **11.2.1.** the Policyholder has clearly disregarded the security requirements specified in Section 8 of the Special Conditions;
    - **11.2.2.** the Policyholder grossly violated the General requirements of fire safety rules;
    - **11.2.3.** the damage was caused because the Policyholder or members of the Policyholder's family were under the influence of alcohol, narcotic, or psychotropic substances;
    - **11.2.4.** it becomes clear after the insured event that essential information about the insured object was not provided or false information was provided at the conclusion of the agreement (Paragraph 1.2 of the Special Conditions) or that changed circumstances and/or increased risk were not reported (Paragraph 7.1 of the Special Conditions);
    - **11.2.5.** the Policyholder failed to report the event in time;
    - **11.2.6.** the Policyholder failed to report the event to the relevant competent services (Fire department, police and others);
    - **11.2.7.** The damage is caused by the deliberate failure to take available reasonable measures to prevent or reduce the damage;
    - **11.2.8.** The Policyholder fails to comply with the terms of the insurance agreement or the Insurer's requirements;
  - **11.2.9.** Losses caused by the same repeated cause, if the Insurer has informed in writing to take specific measures to reduce the probability of the occurrence of the event.
- **11.3.** If the Policyholder waived their claim right or it became impossible to exercise it due to the Policyholder's fault, then the Insurer acquires the right to reduce or refuse to pay the Insurance benefit, and if the Insurance benefit has already been paid, to demand that the already paid Insurance benefit be returned.
- 11.4. If the Policyholder does not comply with the requirements provided for in Section 7 of the General Part of these Terms and Conditions or the violations specified in Paragraph 11.2 of the Special Conditions have been committed, the Insurer acquires the right to refuse to pay the Insurance benefit or to reduce it, taking into account the fault, the extent of the violations of the terms of the insurance agreement and its causal connection with the insured event or amount of damage.

#### LONG-TERM INSURANCE AGREEMENTS 12.

- **12.1.** A agreement with a validity period of more than 12 months is considered a long-term agreement.
- **12.2.** After concluding a long-term agreement, the insurance terms and premium are determined only for the first year of insurance. At the end of each current insurance year, the Insurer may determine other insurance

amounts, deductibles, insurance premium, individual conditions stipulated in the insurance certificate or apply a new version of the insurance Terms and Conditions for the next insurance year, if such was approved during the current year.

- **12.3.** The changes provided for in Paragraph 12.2 of the Special Conditions shall come into force only if the Insurer offers the Policyholder in writing to change the insurance conditions 30 days before the end of the current year of the insurance, and the Policyholder does not notify the Insurer in writing of their objection.
- 12.4. If the Policyholder object to the proposed changes and notifies the Insurer of this in writing before the end of the current year of the insurance, the insurance agreement is terminated at the end of the current year of the insurance and the paid insurance premium for the remaining period of the insurance agreement is returned to the Policyholder.
- **12.5.** If the Insurer does not inform the Policyholder about the proposed changes, the same conditions and premium as in the previous year remain valid for the next year of the insurance. Insurance amounts provided for in long-term agreements, including the amount of Civil Liability insurance, are restored every insurance year.

#### **AUTOMATIC RENEWALS OF INSURANCE AGREEMENT** 13.

- **13.1.** The Insurer and the Policyholder undertake, prior to the conclusion of the agreement, to agree on the automatic extension of the insurance agreement after the end of the insurance period (if the agreement was concluded for one year):
  - **13.1.1.** the insurance agreement is automatically extended after the end of the insurance period (if the agreement was concluded for one year), only if the Insurer and the Policyholder agree on this before concluding the insurance agreement and indicate this therein;
  - **13.1.2.** insurance agreements concluded for a period longer than one year are not extended automatically;
  - **13.1.3.** The Policyholder has the right to disagree with the insurance conditions provided by the Insurer or newly calculated insurance premium for the new period of validity of insurance conditions;
  - **13.1.4.** if the Policyholder does not agree with the calculated insurance premium for the new period of validity of the insurance conditions, they may terminate the insurance agreement before the start of the new period of validity of the insurance conditions. In this case, the costs of concluding and performing the insurance agreement will not be deducted;
  - **13.1.5.** if the Policyholder does not exercise the right to terminate the insurance agreement (according to Paragraph 13.1.4. of the Special Conditions) and does not pay the calculated insurance premium for the new period of validity of the insurance conditions before its start, then Paragraph 3.4 of the General Part applies to the Insurer's actions and the validity of insurance coverage under the insurance agreement.

#### **CIVIL LIABILITY INSURANCE**

#### 14. WHAT IS COVERED

Civil liability of the Policyholder, members of the Policyholder's Family or other persons legally present at the insured location arising in accordance with the valid laws of the Republic of Lithuania for damage caused to Third Parties (by actions or omission) is insured.

#### THE MECHANISM OF THE INSURANCE COVERAGE 15.

- **15.1.** An insured event is a claim made by Third Parties to the Policyholder or a member of the Policyholder's Family for compensation for damage caused by the operation of the property at the insured location, when all conditions are met:
  - **15.1.1.** the damage occurred during the period of insurance coverage;
  - **15.1.2.** the damage occurred as a result of the operation of the insured property at the insured location;
  - **15.1.3.** the damage was reported during the validity of the insurance coverage or within 30 calendar days after its expiry.

#### **CASES IN WHICH THE INSURANCE COVERAGE IS NOT VALID 16**.

**16.1.** For non-insured events specified in Section 6 of the General Part.

- **16.2.** Indirect losses such as lost income or non-monetary damage are not compensated.
- 16.3. Losses caused to the Policyholder or members of the Policyholder's family and to the Policyholder's property, including property entrusted to the Policyholder.
- **16.4.** Any losses resulting from non-performance or improper performance of financial or contractual obligations are not compensated.
- **16.5.** Losses caused by construction, major repair or reconstruction works, with the exception of simple repairs, are not compensated.
- 16.6. Losses related to the operation or use of flying machines, drones, boats, Motor vehicles, electric bicycles, and scooters are not compensated.

- 16.7. Losses caused by gradual, long-term exposure to temperature, humidity, steam, sediment, gas, vibration (e.g. fungus, mold, rot, dust, etc.) are not compensated.
- **16.8.** Due to air, land or water pollution.
- **16.9.** Losses arising from the presence or use of asbestos are not compensated.
- 16.10. Damage caused by pets.
- **16.11.** Sanctions and fines provided for by law are not compensated.
- 16.12. Losses that occurred as a result of actions performed while under the influence of alcohol, narcotics or psychotropic substances are not compensated.
- **16.13.** Losses resulting from actions not related to the managed property or performed outside the insured location (including common areas) are not compensated.
- **16.14.** Losses that are compensated in accordance with the normative acts of the Republic of Lithuania from the budget of the state, municipalities, and Sodra, are not reimbursed.
- **16.15.** Losses that occurred due to the same repeated cause are not compensated, if the Policyholder has received written instructions from the Insurer to take specific measures that reduce the probability of the occurrence of the event.

#### THE WAY THE AMOUNT OF DAMAGES IS DETERMINED 17.

## **17.1.** A loss is:

- 17.1.1. the amount of Third Party lawsuits (claims) against the Policyholder granted by a valid court decision or a settlement approved by a court ruling or a trilateral agreement. In all cases, the insurance benefit, which compensates the amount of the loss, cannot exceed the insurance amount, as well as in all cases, a deductible is taken from the amount of the loss, and when paying the insurance benefit, other terms of the agreement, significant for calculating the amount of the insurance benefit, are taken into account;
- **17.1.2.** investigation and court costs awarded from the Policyholder, based on the laws of the Republic of Lithuania.
- **17.2.** The Insurance benefit is equal to the amount of the calculated loss corresponding to the amount of damage suffered by the Third Party, taking into account the Insurance amount provided for in the insurance agreement, deductible, and other terms of the agreement.
- **17.3.** In all cases, the total amount of Insurance benefits during the one-year insurance period may not exceed the insurance amount stipulated in the insurance certificate.
- **17.4.** Obligations of the Policyholder in case of an event:
  - **17.4.1.** not to recognize the validity of submitted claims and not to assume obligations for compensation of losses without prior coordination with the Insurer;
  - **17.4.2.** provide all available information and provide opportunities for the Insurer to investigate the causes and circumstances of the occurrence of the event;
  - **17.4.3.** in case of an event, the Policyholder promises and undertakes to take available reasonable measures to reduce possible damage, following the action instruction received from the Insurer, if such instructions were given;
  - **17.4.4.** immediately inform the Insurer if the Third Parties have applied to the court for compensation of the damage caused, even if the Insurer has already been notified of the event;
  - 17.4.5. must authorize the Insurer to conduct negotiations or represent the Policyholder in court;
  - **17.4.6.** if the Insurer fails to fulfill the duties and obligations specified in Paragraphs 17.4.1. 17.4.5. of the Special Conditions, the Insurer reserves the right to reduce the insurance benefit or refuse to pay it;
  - 17.4.7. if part of the losses incurred by Third Parties were compensated by other persons, the Insurer compensates the difference between the Insurance benefit due under the insurance agreement and the compensation received from other parties.

## **PERSONAL LIABILITY INSURANCE**

#### WHAT IS COVERED 18.

The Civil liability of the Policyholder and the Policyholder's Family members arising in accordance with the valid laws of the Republic of Lithuania for damage caused to the health, life, and/or property of Third Parties as a result of the Policyholder's and/or Policyholder's family members' normal daily activities (through actions or omission) is insured. We also insure damage caused by the Policyholder's pets.

#### THE MECHANISM OF THE INSURANCE COVERAGE 19.

- **19.1.** An insured event is a claim made by Third Parties to the Policyholder or a member of the Policyholder's family for damages caused by the destruction, damage or bodily injury to a third person (including death) and the costs incurred as a result.
- **19.2.** The damage occurred during the period of coverage and the claim was made during the period of coverage or within 30 calendar days after its expiration.

- **19.3.** The insurance coverage is valid for the Policyholder and the Policyholder's Family members who permanently reside in the insured location.
- **19.4.** Personal civil liability insurance coverage is valid in the territory of the Republic of Lithuania.

## 20. CASES IN WHICH THE INSURANCE COVERAGE IS NOT VALID

- **20.1.** For non-insured events specified in Section 6 of the General Part.
- **20.2.** Losses resulting from insured events related to the management of the insured property, provided for in Sections 14 17 of the Special Conditions (Civil Liability Insurance) are not compensated.
- **20.3.** Indirect losses such as lost profits are not compensated.
- **20.4.** Non-pecuniary damage is not compensated.
- **20.5.** Losses that are not the result of damage to the health, life and/or property of Third Parties are not compensated.
- **20.6.** Losses due to damage to Movable property leased by the Policyholder from natural persons, if the certificate of acceptance and transfer of the Movable property to be transferred, specifying the Movable property to be leased, was not concluded with the Non-movable property lease agreement, are not compensated.
- **20.7.** Losses related to the operation or use of flying machines, drones, boats, Motor vehicles, electric bicycles, and scooters and/or damage caused by them are not compensated.
- **20.8.** Losses caused to the Policyholder or members of the Policyholder's family and to the Policyholder's property, including property entrusted to the Policyholder are not compensated.
- **20.9.** Losses resulting damage for which the Policyholder is liable under an agreement, consent, promise or guarantee, or other transaction are not compensated.
- **20.10.** Losses resulting from damage that occurred in the course of commercial or professional activity or if the damage was caused by using the insured property for commercial or professional activity are not compensated.
- 20.11. Losses caused by construction, major repair or reconstruction works are not compensated.
- **20.12.** Losses caused by Policyholder's any action against wild animals are not compensated.
- **20.13.** Losses caused by the Policyholder's dog, which was loose at the time of the incident or without a muzzle or if the dog that caused the incident is of a breed for which special permits are required, are not compensated.
- **20.14.** Losses resulting from damage to personal documents, credit cards, securities, bonds, cash, gems and their articles, precious metals, jewelry, musical instruments, art, antiques and unique items, weapons and their accessories, software, data media, photo and video equipment, mobile phones, laptops and tablets, TVs, and drones are not compensated.
- **20.15.** Losses due to personal insult, humiliation of honor and dignity, violation of the right to private life and privacy are not compensated.
- **20.16.** Damages caused by sports (except amateur non-contact sports), participation in competitions, participation in military training, exercises, and military tasks are not compensated.
- **20.17.** Losses related to any infection of the body, viruses or pathogens are not compensated.
- 20.18. Losses caused by the use of explosives other than legally purchased fireworks are not compensated.
- **20.19.** Damage caused by the Policyholder by using items not in accordance with their purpose and/or operating instructions is not compensated.
- **20.20.** Losses caused by gradual, long-term exposure to temperature, humidity, steam, sediment, gas, vibration (e.g. fungus, mold, rot, dust, etc.) are not compensated.
- **20.21.** Losses resulting from property damage caused by soil subsidence, flood, change in groundwater level, landslides, vibration (when excavation, blasting or construction work is carried out at the insured location) are not compensated.
- 20.22. Losses due to air, land or water pollution are not compensated.
- **20.23.** Losses caused by chemical, poisonous, toxic, radioactive substances, asbestos are not compensated.
- 20.24. Losses due to hunting or use of any type of weapons are not compensated.
- **20.25.** Sanctions and fines provided for by law are not compensated.
- **20.26.** Losses that occurred as a result of actions performed while under the influence of alcohol, narcotics or psychotropic substances or as a result of an intentional act are not compensated.
- **20.27.** Losses that are compensated in accordance with the normative acts of the Republic of Lithuania from the budget of the state, municipalities, and Sodra, are not reimbursed.
- **20.28.** Losses that occurred due to the same repeated cause are not compensated, if the Policyholder has received written instructions from the Insurer to take specific measures that reduce the probability of the occurrence of the event.

## 21. THE WAY THE AMOUNT OF INSURANCE LOSS IS DETERMINED

21.1. A loss is:

21.1.1. the amount of Third Party lawsuits (claims) against the Policyholder granted by a valid court decision

or a settlement approved by a court ruling or a trilateral agreement. In all cases, the insurance benefit, which compensates the amount of the loss, cannot exceed the insurance amount, as well as in all cases, a deductible is taken from the amount of the loss, and when paying the insurance benefit, other terms of the agreement, significant for calculating the amount of the insurance benefit, are taken into account;

- **21.1.2.** the costs of investigating the circumstances of the event, pre-trial investigation and adjudicated court proceedings costs, based on the laws of the Republic of Lithuania, except if the damage was caused by illegal actions of the Policyholder. The Policyholder undertakes and ensures that all the aforementioned expenses are coordinated in writing with the Insurer in advance. Otherwise, the Insurer reserves the right not to coverage the expenses incurred by the Policyholder.
- **21.2.** The insurance benefit is equal to the amount of the calculated loss, taking into account the insurance amount, deductible, and other terms of the agreement.
- **21.3.** In all cases, the total amount of insurance benefits during the one-year insurance period may not exceed the insurance amount stipulated in the insurance certificate.
- **21.4.** Obligations of the Policyholder in case of an event:
  - **21.4.1.** inform the Insurer immediately, but no longer than within 3 days, about the event and provide all available information;
  - **21.4.2.** not to recognize the validity of submitted claims and not to assume obligations for compensation of losses without coordination with the Insurer;
  - **21.4.3.** make every effort and provide opportunities for the Insurer to investigate the causes and circumstances of the occurrence of the event;
  - **21.4.4.** in case of an event, the Policyholder undertakes to take available reasonable measures to reduce potential damage, following the action instructions received from the Insurer, if such instructions were given to the Policyholder;
  - **21.4.5.** inform the Insurer immediately, but no later than within 3 days, if third parties have filled with the court for the compensation of the damage caused, even if the event has already been reported to the Insurer;
  - **21.4.6.** undertakes to authorize the Insurer to conduct negotiations or represent the Policyholder in court;
  - **21.4.7.** if the Policyholder does not fulfill the obligations specified in Paragraphs 21.4.1 21.4.6 of the Special Conditions, the Insurer automatically acquires the right to reduce the insurance benefit or refuse to pay it;
  - **21.4.8.** if part of the losses incurred by Third Parties were compensated by other persons, the Insurer compensates the difference between the insurance benefit due under the insurance agreement and the compensation received from other parties.

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#### ANNEX NO. 1 OPTIONS OF THE NON-MOVABLE PROPERTY INSURANCE

NON-MOVABLE PROPERTY	OPTION OF THE INSURANCE COVERAGE (percentages are calculated of the Non-movable prop insurance amount)		on-movable property
Limitations of insured risk/insurance benefits	Classic	Plus	Maximum
Fire (fire, smoke and soot, direct lightning strike, explosion, falling of a controlled aircraft, its parts or cargo)	$\checkmark$	$\checkmark$	$\checkmark$
Water (accident of utility networks, water penetration from adjacent rooms)	$\checkmark$	$\checkmark$	$\checkmark$
Natural forces (storm, rain, hail, snow pressure, flood, subsidence, landslide)	$\checkmark$	$\checkmark$	$\checkmark$
Intentional actions of third parties (burglary, robbery, vandalism after burglary, malicious damage to property)	$\checkmark$	$\checkmark$	$\checkmark$
A garage or storage room belonging to an apartment in an apartment building	$\checkmark$	$\checkmark$	$\checkmark$
Losses caused to joint property in multi-apartment buildings (in proportion to the held share of the property)	$\checkmark$	~	$\checkmark$
Costs of hotel or residence rent	×	Up to 12 months EUR 500/month	Up to 12 months EUR 500/month
Additional costs for tidying up of the insured location	Up to 5%	Up to 5%	Up to 5%
Stationary elements of well-being	×	Up to EUR 3 000	Up to EUR 5 000
Glass breakage	×	$\checkmark$	$\checkmark$
Vehicle collision	×	$\checkmark$	$\checkmark$
Spontaneous felling of a tree, pole, or parts thereof	×	$\checkmark$	$\checkmark$
Fluctuations in electrical voltage	×	Up to EUR 7 000	Up to EUR 15 000
Losses due to penetration of rain or melting snow from the outside	×	Up to EUR 1 000	$\checkmark$
Any events other than non-insured events	×	×	$\checkmark$

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## ANNEX NO. 2 OPTIONS OF THE MOVEABLE PROPERTY INSURANCE

MOVABLE PROPERTY	OPTION OF THE INSURANCE COVERAGE (percentages are calculated of the Movable property insurance amount)		
Limitations of insured risk/insurance benefits	Classic	Plus	Maximum
Fire (fire, smoke and soot, direct lightning strike, explosion, falling of a controlled aircraft, its parts or cargo)	$\checkmark$	$\checkmark$	$\checkmark$
Water (accident of utility networks, water penetration from adjacent rooms)	$\checkmark$	$\checkmark$	$\checkmark$
Natural forces (storm, rain, hail, snow pressure, flood, subsidence, landslide)	$\checkmark$	~	$\checkmark$
Intentional actions of third parties (burglary, robbery, vandalism after burglary, malicious damage to property)	$\checkmark$	~	$\checkmark$
Additional costs to transport and store the remaining property	Up to 5%	Up to 5%	Up to 5%
Breakage of glass	×	$\checkmark$	$\checkmark$
Vehicle collision	×	✓	$\checkmark$
Spontaneous felling of a tree, pole, or parts thereof	×	$\checkmark$	$\checkmark$
Fluctuations in electrical voltage	×	Up to EUR 7 000	Up to EUR 15 000
Losses due to penetration of rain or melting snow from the outside	×	Up to EUR 1 000	$\checkmark$
Tenant's belongings (when it is specified in the policy, the object of insurance is leased under a long-term lease and the policyholder is the lessor)	×	~	$\checkmark$
Any events other than non-insured events	×	×	$\checkmark$
Insurance of smart devices against the insured events listed in Paragraphs 4.1 4.10.	×	×	$\checkmark$

GROUPS OF MOVABLE PROPERTY ITEMS	OPTION OF THE INSURANCE COVERAGE		
Items at the insured location:	Classic	Plus	Maximum
Video and audio equipment	Up to 25%	Up to 25%	Up to 100%
Furniture	Up to 40%	Up to 40%	Up to 100%
Electric household and other equipment	Up to 25%	Up to 25%	Up to 100%
Computer equipment, recording and ordinary cameras	Up to 15%	Up to 15%	Up to 100%
Clothes, footwear, bedding	Up to 10%	Up to 10%	Up to 100%
Carpets, lamps	Up to 10%	Up to 10%	Up to 100%
Dishes, household items	Up to 5%	Up to 5%	Up to 100%
Sports and recreation equipment	Up to 10%	Up to 10%	Up to 100%

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Garden tools, environment management mechanisms	Up to 10%	Up to 10%	Up to 100%
Other items	Up to 3%	Up to 3%	Up to 100%
Cash	not compensated	Up to EUR 300	Up to EUR 750
Valuables (excluding cash)	not compensated	Up to 10%, but no more than EUR 6 000	Up to 25%, but no more than EUR 20 000
Work equipment and tools, trust property	not compensated	Up to EUR 300	Up to EUR 1 000
Guest belongings (except for valuables)	not compensated	Up to EUR 500	Up to EUR 1 000
Property in household outbuildings, in the basement or storage room of an apartment building	not compensated	Up to 10%	Up to 15%
Property in a fenced residential household	not compensated	Up to 5%	Up to 10%
COVERAGE OF MOVABLE PROPERTY TEMPORARILY TAKEN WITH ONESELF OUTSIDE OF THE INSURED LOCATION:			

Movable property temporarily taken with oneself outside of the insured location:	not compensated	10%, but no more than EUR 2 000	15%, but no more than EUR 5 000
Cash	not compensated	EUR 150	EUR 300
Valuables (excluding cash)	not compensated	EUR 300	EUR 600
In case of open theft in a public place, pickpocketing	not compensated	EUR 150	EUR 300
Property in a passenger car	not compensated	EUR 600	EUR 1 500
Theft of a bicycle, a baby stroller outside the insured location (the insurance coverage is only valid if the bicycle has been left chained to a stationary object)	not compensated	Up to EUR 2 000	Up to EUR 3 500

#### **ANNEX NO. 3 ANNUAL PERCENTAGE OF DEPRECIATION**

Nekilnojamo turto konstrukcija	Annual Depreciation Rate %
Brick (bricks, blocks, reinforced concrete slabs, monolith)	0,8
Log, wooden with masonry, log with masonry	1,5
Wood (Wooden with frame, wooden with frame with masonry, wooden panels), glass, other	2,5

#### ANNEX NO. 4 ANNUAL DEPRECIATION PERCENTAGE OF A GROUP OF ITEMS OF MOVABLE PROPERTY

Movable property group	Annual Depreciation Rate %
Furniture	8
Video and audio equipment, video and ordinary cameras	10
Computer equipment	25
Household and electrical appliances	15
Lamps	7
Sports and recreation equipment, garden tools	20
Dishes, household items	10
Carpets	8
Clothes, footwear, bedding	30

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Mobile phones	50
Other items	10