



LIVESTOCK INSURANCE

Terms and conditions No. 09G.01
Valid from 03.06.2025

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The BTA Lithuanian branch and the Policyholders enter into Livestock insurance agreements on the basis of these Terms and conditions.

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GENERAL TERMS AND CONDITIONS

GENERAL DEFINITIONS OF INSURANCE CONTRACT

Insured – according to the insurance agreement, the owner of the insured property or the person indicated in writing in the agreement.

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.

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

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:

- a) persons who live together with the Policyholder or the Insured;
- b) persons who are responsible for the object of insurance in accordance with the agreement with the Policyholder or the Insured;
- c) 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.

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.

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

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

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 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.

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.

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

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 due dates 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.

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

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.

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.

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.

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.

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

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.

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.

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.

Written document:

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

2. VALIDITY OF THE INSURANCE COVERAGE

2.1. The insurance period is the period of time during which the insurance coverage is valid.

2.2. The insurance coverage comes into effect on the date specified in the insurance agreement at 00:00, but not earlier than the payment of the insurance premium or its first part, if:

2.2.1. the date of payment of the insurance premium or its first part is not specified in the insurance

agreement;

2.2.2. the beginning of the insurance period coincides with the day of payment of the insurance premium or its first part;

2.2.3. the due date for payment of the insurance premium or its first part is earlier than the beginning of the insurance period.

2.3. 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.

2.4. There is no right to insurance benefit / it is not paid if the insured event occurs before the insurance coverage comes into effect.

2.5. 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.

2.6. 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.

3. INSURER'S OBLIGATION TO DISCLOSE INFORMATION

3.1. 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.

3.2. 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.

3.3. 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.

3.4. 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:

3.4.1. significant changes related to the object of insurance;

3.4.2. changes in the ways in which the insured object is used;

3.4.3. other significant circumstances that increase the insurance.

3.5. 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.

3.6. 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.

3.7. 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.

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

4. INSURANCE PREMIUM AND PAYMENT PROCEDURE

4.1. The Policyholder undertakes to pay the insurance premium to the Insurer, in the specified amount and within the specified due dates, as stipulated in the insurance agreement.

4.2. The insurance premium is considered paid:

- 4.2.1.** 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.
- 4.2.2.** 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 www.bta.lt or by calling +370 5 2600 600.

4.3. 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:

- 4.3.1.** the insurance premium is paid in one payment.
- 4.3.2.** the insurance premium is paid in parts – for the first payment.

4.4. 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 due date 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.

5. CONCLUSION OF INSURANCE AGREEMENTS WITH TELECOMMUNICATION TERMINAL DEVICES

- 5.1.** The insurance agreement can be concluded by telecommunication terminal devices, i.e. by post, internet, Email, phone, and other methods of information exchange.
- 5.2.** 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 www.bta.lt, 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.
- 5.3.** A consumer is a natural person who concludes an insurance agreement for purposes unrelated to business or professional activity.

6. EXPIRATION AND AMENDMENT OF THE INSURANCE AGREEMENT

- 6.1.** The insurance agreement ends at 24:00 on the last day of the insurance period, unless the Policyholder and the Insurer have agreed otherwise.
- 6.2.** 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:

- 6.2.1.** 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);
- 6.2.2.** 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).
- 6.3.** The terms of the insurance agreement may be supplemented or amended only by written agreement between the Insurer and the Policyholder.
- 6.4.** 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.

7. GENERAL CLAUSES

- 7.1.** Unless otherwise stipulated in the insurance agreement, insurance benefits are not paid for:
- 7.1.1.** 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;
 - 7.1.2.** 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;
 - 7.1.3.** direct or indirect nuclear explosion, exposure to nuclear energy or radioactive preparations, direct or indirect radioactive contamination;
 - 7.1.4.** intentional actions of the Policyholder, the Insured, or the Beneficiary or a Person related to the Policyholder and/or the Insurer.
- 7.2.** 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:
- 7.2.1.** 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;
 - 7.2.2.** 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 the state where the reinsurance company is registered.
- 7.3.** It is not considered an insured event and losses are not compensated if they directly or indirectly arise from:
- 7.3.1.** legislation adopted by the state;
 - 7.3.2.** 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;
 - 7.3.3.** epidemics or pandemics.

8. OBLIGATIONS OF THE INSURER IN THE EVENT OF THE INSURED RISK

- 8.1.** 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:
- 8.1.1.** inform the Insurer about the occurrence of a potential insured event in accordance with the 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;
 - 8.1.2.** inform the competent services (e.g. treatment facility, fire safety and rescue department, police, emergency services, etc.) immediately;
 - 8.1.3.** 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;
 - 8.1.4.** 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;
 - 8.1.5.** 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;

- 8.1.6.** 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 8.1.3 of these General Insurance Definitions and Conditions;
 - 8.1.7.** 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.
 - 8.1.8.** 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.
- 8.2.** 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.

9. INSURANCE BENEFIT

- 9.1.** 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.
- 9.2.** 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.
- 9.3.** 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.
- 9.4.** If the Insurer delays the payment of the insurance benefit due to its own fault, the Insurer pays 0.02% late 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.
- 9.5.** When paying the insurance benefit, all insurance premiums (for the current insurance year) the payment due date of which has reached the date of payment of the insurance benefit are included. With the Policyholder's consent, premiums the payment due date 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.
- 9.6.** In the event that the Insurer is unable to recover the benefit through the recourse procedure due to the 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.
- 9.7.** 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.
- 9.8.** 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:
 - 9.8.1.** the documents are submitted to the law enforcement authorities for investigation regarding the circumstances of the insured risk incident;
 - 9.8.2.** 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;

- 9.8.3.** 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.

10. COMPLAINT AND DISPUTE RESOLUTION PROCEDURE

- 10.1.** 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 a 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, LT09128 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-su-finansiniupaslaugu-teikeju>. In case of questions regarding the insurance, the complaint handling procedure is publicly available at www.bta.lt.
- 10.2.** 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.

11. PROCESSING OF PERSONAL DATA

- 11.1.** 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.
- 11.2.** The principles of personal data processing and the Insurer's privacy policy can be found at www.bta.lt.

12. SUBROGATION AND RIGHT OF RECOURSE

- 12.1.** 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.

13. CONFIDENTIALITY

- 13.1.** 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.

14. OTHER CONDITIONS

- 14.1.** Any notice to be given by the Policyholder or the Insurer to each other must be made within the due dates set out in these Terms and conditions by one of the following methods:
- 14.1.1.** 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;
- 14.1.2.** by sending a registered postal correspondence package;

- 14.1.3.** 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.
- 14.2.** 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.
- 14.3.** Contractual insurance legal relations are subject to the legislation of the Republic of Lithuania.
- 14.4.** 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.
- 14.5.** 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.
- 14.6.** 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.
- 14.7.** In case of contradictions or inconsistencies between the languages, the Lithuanian text prevails.
- 14.8.** These Terms and conditions can be found on the Insurer's website at <http://www.bta.lt>.

SPECIAL CONDITIONS

1. ESSENTIAL CIRCUMSTANCES OF THE INSURANCE AGREEMENT

- 1.1.** The insurance agreement is concluded based on all known information provided by the Policyholder about circumstances that may have a significant impact on the assessment of the insurance risk. The Policyholder is responsible for the correctness of the data provided.
- 1.2.** Substantial Facts means factual, correct information about the following:
 - 1.2.1.** animals planned to insure (age, type, breed, gender, color, health condition, place of keeping, conditions at place of keeping);
 - 1.2.2.** list of insured animals and documents (if requested by the Insurer) substantiating the value of the animals;
 - 1.2.3.** history of past losses and events;
 - 1.2.4.** 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 written request of the Policyholder, except in cases where Insurer accepts the oral request.
- 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 conditions prevail.
- 1.6.** If it turns out that the Policyholder failed to provide correct essential information when concluding the agreement (Section 1.2. of the Special Conditions), they must immediately, no later than within 3 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. OBJECT OF INSURANCE

- 2.1.** Upon agreement between the Insurer and the Policyholder and as specified in the insurance policy, the following animals may be insured:
 - 2.1.1.** cattle;
 - 2.1.2.** sheep, goats;
 - 2.1.3.** horses;
 - 2.1.4.** poultry;
 - 2.1.5.** pigs;
 - 2.1.6.** By separate agreement between the Insurer and the Policyholder, other animals kept for business purposes may also be insured.
- 2.2.** The following objects are not insured under these insurance Terms and conditions and shall not be covered by the insurance contract, unless BTA and the Policyholder have entered into a separate agreement to that effect:
 - 2.2.1.** at the time of conclusion of the contract, sick animals or healthy animals are kept in the same place with sick animals;
 - 2.2.2.** unregistered animals, if they are required to be registered according to applicable laws or legal acts;
 - 2.2.3.** at the time of conclusion of the contract, animals are kept in the territory of the disease outbreak or disease protection zone established by the State Food and Veterinary Service (hereinafter referred to as the SFVS);
 - 2.2.4.** unvaccinated animals, if their vaccination was mandatory according to the requirements of the SFVS or other institutions or legal acts.

3. PLACE OF INSURANCE (TERRITORY)

- 3.1.** Insurance coverage is valid in places where animals are permanently kept, on pastures and during their transportation in the Republic of Lithuania.

4. INSURED EVENTS

- 4.1.** Animals are insured against sudden and unexpected killing, death, culling or loss due to the following insured events. BTA reimburses losses for the risks specified in the insurance policy.
- 4.2.** Fire:
- 4.2.1.** Fire is a fire (including arson) which originates in or escapes from a fireplace other than a dedicated fireplace and is capable of spreading spontaneously;
 - 4.2.2.** Smoke and soot, suddenly and unexpectedly erupting from the fireplace or heating device;
 - 4.2.3.** Direct lightning strike. A direct lightning strike on the insured animal. Losses caused by trees or other objects struck by lightning falling on the insured animals are also covered;
 - 4.2.4.** An explosion (including blasting). 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;
 - 4.2.5.** Falling of a controlled flying craft, its parts or cargo on the insured property.
- 4.3.** Natural forces:
- 4.3.1.** Storm – strong wind when the wind speed during the gust is 20 m/s and more. Losses due to trees or other objects falling on the insured animal during a storm are compensated too;
 - 4.3.2.** Downpour – short-term heavy rain, when 15 mm or more of precipitation falls within 6 hours (or less);
 - 4.3.3.** Hail is short-term precipitation of ice chunks, usually during the warm season;
 - 4.3.4.** Snow pressure is a heavy snowfall of 20 mm or more in a period of 24 hours or less, producing a layer of snow at least 20 cm thick and breaking or damaging the building, where insured animals are kept, by its weight, unless the snow mass has accumulated during a period during which the Insured could have taken reasonable measures to remove the snow or part of it;
 - 4.3.5.** Unforeseen flooding is sudden and unforeseen overflow of surface waters (rivers, lakes, etc.). Puddles caused by melting snow or prolonged rainy weather are not considered surface waters. Unforeseen flooding is defined as flooding that has occurred in the area less than twice in the last 20 years;
 - 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;
 - 4.3.8.** Where the quantitative parameters of a storm, downpour, hail, snow pressure or flooding cannot be determined at the insured site, the measurements made by the meteorological service in that region or in the nearest region shall be used, and/or the facts that the listed natural forces have caused similar damage to similar objects of the same resistance in the region.
- 4.4.** Intentional actions of third parties:
- 4.4.1.** Burglary – theft, injury or killing of insured animal, when a thief illegally enters the premises and or territory using stolen keys and/or breaks into a locked building, damaging its alarm systems and/or 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. Damage is not compensated if the circumstances of the theft of the animal cannot be determined and/or theft is committed without leaving any of the above-mentioned signs of burglary;
 - 4.4.2.** Robbery is the taking of the insured animal when physical or psychological coercion is threatened or used against the Policyholder or Person related to the Policyholder, resisting the taking of the insured animal; the insured animal 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;

- 4.4.3.** Malicious killing of animal – killing of the insured animal without trespassing on the pasture or the place of grazing due to the actions of third parties.
- 4.5.** Non-communicable diseases – diseases or health disorders that are not caused by external forces, cannot be transmitted from one animal to another and are manifested by metabolic and nervous system disorders, organ and tissue dystrophy, and endocrine gland dysfunction.
- 4.6.** Contagious (infectious), contagious dangerous and very dangerous diseases are diseases transmitted from one animal to another, due to which animals die or are culled or destroyed. Only such diseases are considered contagious dangerous and very dangerous diseases that are confirmed by the National Institute for Food and Veterinary Risk Assessment, and one or more infected sick animals are culled or destroyed by order of the SFVS. The death, culling or destruction of animals due to such diseases is not considered an insured event if they have not been confirmed by the National Institute for Food and Veterinary Risk Assessment and/or the culling and/or destruction was carried out without a written order of the SFVS.
- 4.7.** Trauma – sudden and unexpected injury to the tissues or organs of an animal caused by external physical force.
- 4.8.** Vehicle collision – injury to an insured animal due to a collision with a vehicle or other moving, controlled mechanism.
- 4.9.** Damage caused by other animals – stings or insect or snakebites, tissue or organ dysfunction caused by wolves or other wild animals.
- 4.10.** Impact of external factors – death, loss or culling of animals due to exposure to electric voltage, drowning or strangulation.
- 4.11.** Effects of heat:
 - 4.11.1.** Sunstroke – brain damage that occurs when an animal overheats from direct sunlight;
 - 4.11.2.** Heat stroke (overheating) is a condition of the body when body temperature regulation is disrupted and body temperature rises, leading to loss of consciousness and cardiac arrest.
- 4.12.** Frostbite is a condition resulting from a decrease in overall body temperature, accompanied by dysfunction of various organs, due to prolonged exposure to cooling environmental factors (cold, wind).
- 4.13.** Poisoning – the effect of external or internal negative reactions caused by poisonous plants or mushrooms.

5. UNINSURABLE EVENTS

- 5.1.** Insurance benefits are not paid if the losses are caused by:
 - 5.1.1.** non-insured events specified in Section 4 of the Special conditions part;
 - 5.1.2.** failure to comply with veterinary, sanitary or zootechnical requirements and the obligations of animal keepers specified in the Veterinary Law and other regulatory documents;
 - 5.1.3.** improper keeping, feeding, treatment, or quarantine of animals;
 - 5.1.4.** improper transportation, movement, or transfer of the animal;
 - 5.1.5.** violations of the rules for keeping and walking animals;
 - 5.1.6.** violation of the grazing period. Grazing period – keeping an animal outdoors/in a pasture when the air temperature does not drop below 0° C at any time of the day;
 - 5.1.7.** sunstroke or heatstroke which occurs due to keeping animals in unventilated, damp rooms, due to disorderly, unmaintained ventilation, or when kept in closed cars;
 - 5.1.8.** disappearance of an animal when it is impossible to determine the circumstances of the disappearance;
 - 5.1.9.** culling of an animal in cases where, due to old age, chronic prolonged diseases animal's productivity decreases, and it is not economically viable to keep it;
 - 5.1.10.** animal's participation in competitions or preparation for participation in competitions, training;
 - 5.1.11.** contagious (infectious) diseases, if the deadlines for pre-epizootic inspections have been violated;

- 5.1.12.**the intentional actions of third parties, when the incident was not reported to the police in time;
- 5.1.13.**poisoning when animals are fed spoiled, rotten, moldy, frozen, or soiled feed;
- 5.1.14.**culling which was carried out without a veterinarian's order;
- 5.1.15.**animal's death or culling due to chronic diseases, such as mastitis, hoof, foot and other diseases or complications caused by them;
- 5.1.16.**animal's death or culling due to complications after cosmetic surgery or castration;
- 5.1.17.**animal's death when animals were kept in buildings in a state of emergency that did not meet safety or sanitary requirements;
- 5.1.18.**death or injury of an animal while transporting/leading an animal without a leash, if it was supposed to be led with a leash;
- 5.1.19.**any pollution or contamination.

6. INSURANCE AMOUNT

- 6.1.** Insurance amount is determined by agreement between the Insurer and the Policyholder, taking into account the market prices typical for the area, acquisition documents, and the assessment of competent authorities. The market price of an animal is the amount of money required to purchase an animal of the same species, breed, gender, age, productivity, health or size.
- 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.
- 6.3.** If the sum insured specified in the insurance contract exceeds the market price of the animal, the insurance contract shall be invalid for that part of the sum insured which exceeds the market price of the animal.
- 6.4.** If the sum insured set in the insurance contract is lower than the market price of the animal, then upon the occurrence of an insured event, the Insurer shall compensate the Policyholder (beneficiary) for a part of the losses incurred by him, proportional to the ratio of the sum insured to the market price of the animal.

7. POLICYHOLDER'S OBLIGATIONS DURING THE VALIDITY OF THE INSURANCE CONTRACT

- 7.1.** The Policyholder undertakes to:
 - 7.1.1.** During the term of the insurance contract, the policyholder must provide the Insurer with information and documents requested by the Insurer related to the insured risk.
 - 7.1.2.** Provide the Insurer with the opportunity to inspect the insured animals;
 - 7.1.3.** Rescue animals, take all and any measures to mitigate the damage and prevent its occurrence or increase;
 - 7.1.4.** Ensure that animals are housed, fed, and cared for properly and in accordance with hygienic, sanitary, and zootechnical requirements.
 - 7.1.5.** If signs of illness appear or the animal becomes ill, immediately contact the local veterinary service and follow all instructions given by the veterinarian.
 - 7.1.6.** Comply with the rules specified in the insurance contract and regulated by regulatory enactments of the Republic of Lithuania;
 - 7.1.7.** Notify the Insurer about changes in the place or conditions of keeping animals, which may increase the risk;
 - 7.1.8.** Upon transfer of ownership of the animal to another person, the Insurer must be informed in writing within 3 working days.

8. DETERMINATION OF THE AMOUNT OF INSURANCE BENEFIT

- 8.1.** The amount of the loss is determined by the Insurer based on documents received from the Policyholder and competent institutions, confirming the fact of the insured event and allowing to determine its causes and calculate the amount of the loss.

- 8.2.** In the event of illness, unexpected killing, death, culling or loss of animal, the conclusions of a veterinary service specialist shall be followed.
- 8.3.** The amount of loss for unexpected killing, death, culling or loss of animal is determined taking into account the characteristics of the animal and based on the market prices of animals on the day of the insured event.
- 8.4.** When an animal is delivered to a slaughterhouse, the amount of loss is determined from the average market value of the animal on the date of the insured event, minus the amount of money received for the animal's meat.
- 8.5.** Value of animal meat is determined:
 - 8.5.1.** According to the slaughterhouse documents, when the meat is delivered to the slaughterhouse;
 - 8.5.2.** According to the average purchase prices of meat at the nearest slaughterhouse in the area, when, upon delivery of the meat, the Policyholder does not provide documents or the meat is consumed for his own needs.
- 8.6.** The unsuitability of the meat for human consumption is determined by the veterinary specialist, by certifying in the meat defect certificate.
- 8.7.** In the event that the location of the missing animals becomes known, the Policyholder must immediately notify the Insurer in writing.
- 8.8.** If the Policyholder recovers the missing animal after the insurance benefit has been paid, the Policyholder must reimburse to the Insurer the insurance benefit paid within 15 working days.

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

- 9.1.** The Insurer has the right to reduce or refuse to pay the insurance benefit in the following cases:
 - 9.1.1.** 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;
 - 9.1.2.** The Policyholder has not provided all the documents requested by the Insurer to establish the causes of the insured event and the amount of the loss;
 - 9.1.3.** The Policyholder failed to report the event to the relevant competent services (SFVS, Fire department, police and others);
 - 9.1.4.** The damage is caused by the deliberate failure to take available reasonable measures to prevent or reduce the damage;
 - 9.1.5.** The damage was caused because the Policyholder was under the influence of alcohol, narcotic, or psychotropic substances;
 - 9.1.6.** The Policyholder has clearly disregarded the requirements specified in Section 7 of the Special Conditions;
 - 9.1.7.** The Policyholder failed to report the event in time. The Insurer shall take into account, when deciding on the refusal to pay the insurance benefit under this Clause, whether the Policyholder has failed to perform his/her duty intentionally or negligently, unless it is proved that the Insurer became aware of the insured event in time, or the failure to report the insured event did not affect the Insurer's obligation to pay the insurance benefit;
 - 9.1.8.** In other cases, stipulated by these Terms and conditions and the legislation of the Republic of Lithuania.