

# GENERAL THIRD PARTY CIVIL LIABILITY INSURANCE

## Terms and Conditions No 011.1

Effective as of 23.11.2020

BTA and Policyholders enter into Construction and Installation Works Insurance Contracts in accordance with these Terms and Conditions.

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### GENERAL REGULATIONS

#### 1. DEFINITION OF AN INSURANCE CONTRACT

**Application for conclusion of an insurance contract** – a document in the form prescribed by Us, in which You provide the necessary information to conclude an insurance contract. The application may be not submitted if You provide Us with information that We consider sufficient to assess the insurance risk. Acceptance of an application for an insurance contract does not oblige Us to conclude an insurance contract.

**Beneficiary** – the person named in the insurance contract, or a person, specified by You and in contract-specified cases, a person appointed by the Insured who is entitled to receive the insurance benefit.

**Compensation principle** – an insurance principle whereby the insurance benefit is calculated on the basis of the amount of loss suffered as a result of the insured event.

**Deductible** – the part of the insurance benefit that is set out in the insurance contract and which We do not reimburse. The deductible is defined as a specific amount of money and/or a percentage of the loss, unless stated otherwise in the insurance policy. If an insurance contract contains several types of deductible for the same risk, the higher of the two will always apply.

**Double insurance** – where You enter into several insurance contracts for the same insurance risks with several or the same insurance company. In this case, You must notify Us in writing of the conclusion of the other insurance contract, specifying the sum insured and the other terms of the contract. Otherwise, We shall be entitled to recover the relevant part of the insurance benefit after having paid the insurance benefit.

**Insurance benefit** – a sum of money paid out in the event of an insured event or for services rendered, if provided for in the insurance contract.

**Insurance contract** – an agreement between Us and You, under which You undertake to pay the insurance premium of the agreed amount within the time limits set out in the insurance contract, to fulfil other obligations set out in the insurance contract, and We undertake to pay the insurance benefit to the person specified in the insurance contract in the event of an insured event, in accordance with the provisions of the insurance contract.

**Insurance contract certificate (policy)** – a document confirming the conclusion of the insurance contract and covering the terms and conditions of the insurance contract as agreed between Us and You.

**Insurance premium** – the amount of money specified in the insurance contract that You are obliged to pay Us for insurance cover under the terms of the insurance contract.

**Insurance risk** – the probability of an event occurring in the future that is possible and beyond Your and/or the Insured person's control.

**Insured** – the person whose property interests are insured:

- a) for property insurance, the owner of the insured property or the person named in writing in the contract;
- b) in the case of civil liability insurance, the person whose property interests arising out of civil liability are insured;
- c) in the case of personal insurance, the natural person named in the insurance contract whose health, life or physical condition is covered by the insurance contract.

**Insured event** – an occurrence specified in the insurance contract, in the event of which We are obliged to pay an insurance benefit.

**Insured interest** – the Insured's interest in not suffering a loss as a result of an insured event.

**Insurer or We** – BTA Baltic Insurance Company AAS branch in the Republic of Lithuania.

**Non-insured event** – is a case where We do not pay an insurance claim.

**Object of insurance** – is property interests relating to a person's life, health, property or civil liability.

**Persons related to the Policyholder and/or the Insured**, as well as persons who are obliged to fulfil the duties imposed on the Policyholder:

- a) persons who live together with the You or the Insured;
- b) the persons who are responsible for the insured object according to an agreement with You or the Insured;
- c) persons who have an insurable interest jointly with the You or the Insured, or other persons specified in the insurance contract;
- d) persons related to the You or the Insured person by employment, service or other legal relationship, that have a duty to act in accordance with the safety requirements.

**Policyholder or You** – a person who has applied to the insurer for the conclusion of an insurance contract or has been offered an insurance contract by the insurer or has concluded an insurance contract with the insurer. You can only be the owner or operator of the insured vehicle under a leasing (finance lease) or buy-out (operation) rent contract.

**Sum insured** – the amount of money specified in the insurance contract or calculated in accordance with the procedure laid down in the insurance contract, which may not exceed the benefit.

**Supplementary insurance** – a type of insurance where only part of the value of the asset or the risk is insured. In this case, You have the right to conclude an additional insurance contract with the same or another insurance company. In this case, the sum insured under several insurance contracts cannot exceed the insurance value.

**The parties to the insurance contract** are You and Us.

**Third party** – in the case of civil liability insurance, a person who has suffered a loss as a result of the acts or omissions of You and/or the Insured, and who is entitled to an insurance benefit in accordance with the terms of the insurance contract.

**Underinsurance** – where the sum insured is less than the insured value. In this case, in the event of an insured event, We will pay a proportion of the claim that is proportional to the ratio of the sum insured to the insured value.

**Written document:**

- a) is a document in writing that contains all the necessary requisites, including a signature, in accordance with the legislation in force in the Republic of Lithuania;
- b) transmitted by other telecommunications terminal equipment, provided that the text is protected and the signature is identifiable, including an electronic message.

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

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- 2.1.** The insurance period is the length of time during which the insurance cover is in force.
- 2.2.** The insurance cover comes into force at 00:00 on the date specified in the insurance contract, but not before the payment of the premium or the first instalment thereof, provided that:
  - 2.2.1.** the date of payment of the premium or the first instalment is not specified in the insurance contract;
  - 2.2.2.** the start of the period of insurance coincides with the date of payment of the premium or the first instalment thereof;
  - 2.2.3.** the due date for payment of the premium or the first instalment is earlier than the start of the period of insurance.
- 2.3.** In cases where the insurance cover is linked to the payment of the premium or the first instalment thereof, the insurance cover shall come into force at 00:00 hours on the day following the date of receipt of the money, but not earlier than specified in the insurance contract.
- 2.4.** No insurance benefit is payable in the event of an insured event before the insurance cover takes effect.
- 2.5.** If the insurance contract stipulates that the premium is due after the first day of the start of the insurance period, the insurance cover shall take effect at 00:00 on the first day of the start of the insurance period.
- 2.6.** The insurance contract is valid until 24:00 on the last day of the insurance period stipulated in the insurance contract, unless the insurance contract expires earlier for other reasons.

## **3. YOUR DUTY TO DISCLOSE INFORMATION**

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- 3.1.** Before signing the insurance contract, You undertake to provide Us with correct and complete information requested by Us, which is relevant to the subject matter of the insurance and is necessary to assess the insurance risk. If You deliberately fail to disclose information necessary for the assessment of the insurance risk, or deliberately provide false or incomplete information, We have the right to demand that the insurance contract be declared void. In this case, We will not refund the insurance premium.
- 3.2.** If an insurance contract for the same subject matter is renewed immediately after the expiry of the previous contract and You or the Insured do not indicate that the information has changed since the conclusion of the previous insurance contract, We shall assume that the information provided previously has not changed.
- 3.3.** During the term of the insurance contract, You are obliged to immediately notify in writing any changes during the term of the insurance contract which may increase the risk of insurance. Changes that should be notified include:
  - a)** significant changes in the subject matter of the insurance;
  - b)** changes in the ways in which the subject matter of the insurance is used;
  - c)** other material circumstances that increase the risk.
- 3.4.** If the information provided to Us about the object of insurance and the insured risks changes and this increases the insurance risk, as well as if We are misled due to an insignificant mistake by You, We shall have the right to propose to You, within one month from the date of becoming aware of it, to change the terms and conditions of the contract of insurance, including the amount of the insurance premium.
  - 3.4.1.** if You do not agree to change the terms and conditions of the insurance contract, or do not respond to Us within 1 month from the date of sending the notice of the proposed new terms and conditions, We have the right to terminate the insurance contract after the expiry of the period specified in this sentence without separate notice.
  - 3.4.2.** if We prove that we would not have concluded the insurance contract if we have been aware of the increased risk, We have the right to demand the cancellation of the insurance contract within 2 months of becoming aware of the increased risk.
- 3.5.** A breach of Your duty to disclose information also entails other legal consequences, as provided for in the legislation of the Republic of Lithuania.

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

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- 4.1.** You must pay the insurance premium to Us in the amount and within the time limits specified in the insurance contract.
- 4.2.** The insurance premium is considered paid:
  - 4.2.1.** if the premium is paid by bank transfer, from the date of receipt of the money in Our bank account or an authorised insurance intermediary;
  - 4.2.2.** if the premium is paid by other means of payment, from the date stated in the specific document evidencing the payment. For a list of payment methods, please visit Our website [www.bta.lt](http://www.bta.lt) or call (8 5) 2600 600.

- 4.3.** If You fail to pay the insurance premium on the due date specified in the insurance contract, You shall pay to Us a late payment interest of 0.02% for each day of delay, but not more than 10% of the total unpaid insurance premium. We will not apply the above-mentioned interest in the following cases:
- a)** the premium is paid in one payment;
  - b)** the premium is paid in instalments – for the first payment.
- 4.4.** If the You fail to pay the insurance premium or any part thereof within the time limit specified in the insurance contract (except in the case when the entry into force of the insurance contract is linked to the payment of the premium or any part thereof, in which case the insurance contract shall not enter into force and shall be cancelled without a separate notification by the Insurer 10 days after the due date for payment of the premium), We shall inform the insured by a written document as provided for in the contract, that the insurance contract shall be cancelled in the event of Your failure to pay the premium or any part thereof within 30 days after the day on which the written document is dispatched.

## **5. CONCLUSION OF INSURANCE CONTRACTS VIA TELECOMMUNICATIONS EQUIPMENT**

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- 5.1.** An insurance contract may be concluded by means of a telecommunications equipment, i.e. post, internet, e-mail, telephone and other means of information exchange.
- 5.2.** Where an insurance contract is concluded by You, who is a consumer, the contract is subject to the Guidelines for the conclusion of non-life Insurance contracts, which are publicly available at [www.bta.lt](http://www.bta.lt). The Guidelines on conclusion of non-life insurance contracts, among other things, provide for a right of withdrawal procedure, i.e. the right to withdraw from an insurance contract.
- 5.3.** A consumer is a natural person who enters into an insurance contract for purposes other than business or professional activities.

## **6. TERMINATION AND AMENDMENT OF THE INSURANCE CONTRACT**

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- 6.1.** The insurance contract ends at 24:00 on the last day of the insurance period, unless otherwise agreed between You and Us.
- 6.2.** You have the right to cancel the insurance contract at any time by giving 15 days' written notice to Us. In this case, the insurance contract will be deemed to have been terminated on the date specified in the notice, but not earlier than the 15 days after receipt of the notice of termination. In this case:
- 6.2.1.** if the insurance benefit has not been paid or no claim has been made during the period of validity of the insurance contract, within 20 calendar days after receipt of Your notification, We shall refund to You a part of the insurance premium by deducting the costs of concluding and executing the insurance contract (30 % of the amount to be refunded);
  - 6.2.2.** if an insurance benefit has been paid and/or reserved or claims have been made during the period of validity of the insurance contract, within 20 calendar days after receipt of Your notification, We shall refund a part of the premium equal to the difference between the unused part of the premium for the period of validity of the insurance contract and the insurance benefit paid, less the costs of conclusion and performance of the contract (30% of the amount to be refunded).
- 6.3.** The terms and conditions of the insurance contract may be supplemented or amended only by written agreement between You and Us.
- 6.4.** The insurance contract may also be terminated on other grounds provided for in the insurance legislation of the Republic of Lithuania regulating insurance contractual legal relations.

## **7. GENERAL CLAUSES**

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- 7.1.** Unless otherwise stated in the insurance contract, We shall not pay any insurance benefit for:
- 7.1.1.** acts of terrorism (acts consisting in the use or threatened use of force or violence by or on behalf of any third party acting alone or in an organized fashion with or for the benefit of any organisation or government, which are carried out for political, religious, ideological or ethnic reasons, and which have the intention of placing a government or society or part of it in danger); losses resulting from preventive action against acts of terrorism are not covered either;
  - 7.1.2.** war, invasion, hostile acts by a foreign power, military or equivalent operations, such as civil war (with or without a declaration of war), riot, strike, insurrection, rebellion, revolution, martial law, marauding, vandalism or sabotage; strike, lockout, disturbance of public order amounting to a coup d'état or riot, confiscation of property, nationalisation, if caused or sanctioned by a public authority, whether lawful or not; other political risks and any other loss or expense incurred directly or indirectly as a consequence of the prevention of such acts, shall not be reimbursed;
  - 7.1.3.** direct or indirect nuclear explosion, exposure to nuclear energy or radioactive preparations, direct or indirect radioactive contamination;
  - 7.1.4.** Yours, Insured person's or Beneficiary's deliberate acts.

- 7.2.** BTA is not entitled to provide insurance and BTA is not obliged to pay the insurance indemnity or provide benefits in accordance with the insurance contract, as long as provision of such insurance, insurance indemnity disbursement or provision of benefits:
- 7.2.1.** subjects BTA to sanctions, restrictions or limitations, established by the resolutions of the United Nations or trade or economic sanctions, regulatory enactments of the European Union, the Republic of Lithuania, the United Kingdom or the United States of America;
  - 7.2.2.** subjects a reinsurance company, the whom the insurance contract is submitted for reinsurance, to sanctions, restrictions or limitations, established in accordance with the regulatory enactments of the reinsurance company's state of registration.
- 7.3.** An insured event will not be deemed to be an insured event and no compensation will be payable if the loss is directly or indirectly caused by:
- 7.3.1.** legislation issued by the state;
  - 7.3.2.** a declared state of emergency or national emergency, and, moreover, no compensation will be granted for any loss directly or indirectly related to any measures taken to avoid the state of emergency or national emergency;
  - 7.3.3.** epidemics or pandemics.

## **8. YOUR OBLIGATIONS IN THE EVENT OF AN INSURED RISK**

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- 8.1.** In order to be entitled to receive an insurance benefit in the event of an insured risk, You or the Insured person must:
- 8.1.1.** inform Us immediately, but not later than within 3 working days (unless otherwise specified in the Special Conditions of these Regulations), of the occurrence of a potentially insurable event in accordance with the procedure set out in the Special conditions of these Rules. If the Policyholder or the Insured informs Us of the occurrence of the insured risk late, the Policyholder or the Insured must prove that it was not possible to inform Us in time;
  - 8.1.2.** immediately inform the competent authorities (e.g. medical facility, fire and rescue department, police, emergency services, etc.);
  - 8.1.3.** comply with all instructions given by Us and take all measures to minimise the damage and prevent it from occurring or increasing;
  - 8.1.4.** provide Us with the possibility to inspect the scene of the accident, investigate and interview witnesses so that We can determine the cause and amount of the loss;
  - 8.1.5.** provide all information and documents requested by Us, including trade secrets, if known to You or the Insured, to enable Us to determine the cause of the insured risk and the amount of the loss;
  - 8.1.6.** if possible, keep the scene intact until Our representative arrives, unless otherwise instructed by Us. This clause shall not apply to the extent necessary to meet the requirements of clause 8.1.3 of these General terms and conditions of insurance;
  - 8.1.7.** if the insured object cannot be preserved without altering its condition after the event due to the fulfilment of the requirements contained in clause 8.1.3 of the General insurance terms and conditions or for other legal and reasonable reasons, arrange for photographs of the damaged property to be taken as soon as possible or for the damaged insured object to be filmed in order to record the loss, and to send the photographs or the video to Us by e-mail: [zalos@bta.lt](mailto:zalos@bta.lt) or by any other means to be sent found appropriate by Us.
- 8.2.** If You, the Insured or the Beneficiary intentionally or through gross negligence fails to fulfil the obligations set out in the Rules, We has the right to reduce or refuse to pay the insurance benefit.

## **9. INSURANCE BENEFIT**

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- 9.1.** The insurance benefit shall be paid by Us no later than within 15 days from the date of receipt of all information relevant for determining the fact, circumstances and consequences of the insured event and the amount of the insurance benefit.
- 9.2.** In the event of theft or robbery, where the insurance benefit has been paid and the insured object has subsequently been recovered, We have the right to demand reimbursement of the insurance benefit or assignment of the right of claim to the object of insurance. If We have decided not to keep the found object of insurance, but the found object is damaged, then You shall deduct from the insurance benefit received from Us, when returning it, the costs necessary to restore the object to its original condition, as agreed with Us.
- 9.3.** If the event is insured and both You and Us disagree on the amount of the insurance benefit, We will pay, at your request, an amount equal to the indisputable insurance benefit of the parties, if the exact amount of the damage is delayed for more than 3 months.

- 9.4.** If We delay the payment of the insurance benefit due to our own fault, We shall pay a late payment interest of 0.02% of the amount of the insurance benefit due for each day of delay, but not exceeding 10% of the insurance benefit not paid on time.
- 9.5.** All premiums (for the current policy year) that are due on the date of payment of the insurance benefit are credited towards the payment of the insurance benefit. With Your consent, premiums the terms of which are not due may be credited. If the insured object dies, is lost or destroyed as a result of the insured event, any outstanding premiums under the contract are deducted when the insurance benefit is paid.
- 9.6.** In the event that We are unable to recover the paid-out benefit by way of recourse due to the Insured Person's wilful act or gross negligence, We may not pay the benefit to the extent that no claim can be made or, if the benefit has already been paid out, may claim reimbursement of the benefit from You.
- 9.7.** In accordance with the request of the person entitled to claim the insurance benefit, We shall give such person access to the documents in Our possession on the basis of which We have decided to pay or refuse to pay the insurance benefit.
- 9.8.** We shall not give the person entitled to claim the insurance benefit access to the documents in its possession and shall not provide a copy of the documents if:
- a)** We have submitted documents to the law enforcement authorities to investigate the circumstances of the insured risk;
  - b)** the documents contain trade secrets of another person, which the person entitled to claim the insurance benefit is not entitled to receive;
  - c)** the documents contain personal data that the person entitled to claim the insurance benefit is not entitled to receive.

## **10. COMPLAINTS AND DISPUTE RESOLUTION PROCEDURES**

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- 10.1.** Our complaints examination procedure for dissatisfaction with an insurance contract or insurance services provided by a person applying for an insurance contract, You, the Insured, the Beneficiary or any other person entitled to claim an insurance benefit is publicly available at [www.bta.lt](http://www.bta.lt).
- 10.2.** All disputes arising between the parties to the insurance contract shall be settled by negotiation. If no amicable settlement is reached, all disputes arising out of the insurance contract and relating to the breach, termination or invalidity of the insurance contract shall be settled in the courts of the Republic of Lithuania in accordance with the legislation of the Republic of Lithuania, according to the address of the registered office of the BTA branch in Lithuania.

## **11. PROCESSING OF PERSONAL DATA**

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- 11.1.** As a processor of personal data, BTA processes the data of natural persons in accordance with the requirements for processing personal data as defined in Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of individuals 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 requirements of other legal acts.
- 11.2.** The principles for processing personal data and BTA's privacy policy are available at [www.bta.lt](http://www.bta.lt).

## **12. SUBROGATION AND RIGHT OF RECOURSE CLAIM**

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- 12.1.** The Insurer who has paid out the insurance benefit is entitled to claim the sums paid from the person liable for the damage (subrogation or right of recourse claim). You, Insured or Beneficiary must provide Us with all the information requested by Us in order to enable the Us to properly exercise the right of claim assigned to it.

## **13. CONFIDENTIALITY**

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- 13.1.** The Parties undertake not to disclose to third parties any confidential information obtained on the basis of insurance contractual or pre-contractual legal relations, nor to use such information in a manner which would be prejudicial to the interests of the other party to the insurance contract. We have the right to provide all necessary information to independent experts and reinsurers obtained on the basis of insurance contractual or pre-contractual relationships, as well as to store such information in Our data bases. This obligation does not apply where the parties are obliged to provide information to the competent state authorities in accordance with the requirements of the legislation of the Republic of Lithuania.

## **14. OTHER CONDITIONS**

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- 14.1.** Any notice which You or Us are required to give to each other must be given within the time limits set out in these Rules by one of the following methods:
- 14.1.1.** by providing it to You, at the addresses specified in the policy or other written documents or in the parties' notices of change of address;
  - 14.1.2.** by registered mail;

- 14.1.3.** by e-mail, where the Parties have provided for this method of communication in the contract, or by expressing their consent to the exchange of information in this way by means of an affirmative act.
- 14.2.** We have the right to transfer its rights and obligations under the insurance contract to another Insurer or Insurers in accordance with the procedure established by legislation. If the You object to the transfer of rights and obligations under the insurance contract, the Policyholder has the right to cancel the insurance contract in accordance with the procedure laid down in the contract within one month of the transfer of rights and obligations. In this case, You shall be reimbursed the premiums paid for the remaining period of the insurance contract.
- 14.3.** Contractual insurance legal relations are governed by the Laws of the Republic of Lithuania.
- 14.4.** The insurance contract is concluded on the basis of these General conditions and Special conditions. If the special and/or individual conditions of insurance specified in the contract (policy) and these General terms and conditions of insurance differ, the special and/or individual conditions of insurance shall prevail.
- 14.5.** You, the Insured, the Beneficiary and other persons who acquire rights on the basis of the insurance contract shall comply with the obligations set out in these Rules.
- 14.6.** These Rules shall enter into force on the date of their approval by the Board of BTA, unless the BTA Board has specified a different effective date.
- 14.7.** In case of conflicts or inconsistencies between languages, the Lithuanian text takes precedence.
- 14.8.** These rules are published on the BTA website at <http://www.bta.lt>.
- 14.9.** Consumer disputes with the insurer shall be examined by the Supervisory Authority of the Bank of Lithuania, Žalgirio str. 90, LT-09128, Vilnius, website: [www.lb.lt](http://www.lb.lt).

## **SPECIAL TERMS AND CONDITIONS**

### **1. EXPLANATIONS OF TERMS USED IN THE REGULATIONS**

**The Insured** – The third party referred to in the Insurance Contract whose property interests are insured on the basis of these Regulations and at the direction of the Policyholder.

**Policyholder** - A person who has applied to the Insurer for the conclusion of an Insurance Contract or who has been offered by BTA to conclude an Insurance Contract, or who has concluded an Insurance Contract with the Insurer in accordance with these Insurance Regulations. The term "Policyholder" under these Regulations also includes persons performing work under an employment contract or a civil contract, provided that they act at the direction and/or under the control of the Policyholder. In the event of a supplementary insurance clause "Employers' Liability Insurance" being agreed, the Policyholder's employees, when acting at the direction and/or under the control of the Policyholder, shall be deemed to be third parties for the purposes of this clause. The concept of policyholder also includes the full members of the Policyholder (partnership) and/or the Policyholder's successor in title, only if the action or inaction giving rise to the insured event was carried out by the Policyholder named in the insurance certificate.

**Insurance Contract** - A contract to which BTA and the Policyholder are parties. The Policyholder undertakes to pay premiums to the Insurer. BTA undertakes to pay the insurance benefit specified in the insurance contract, calculated in accordance with the procedure laid down in the contract, if the insured event specified in the insurance contract occurs. The insurance contract shall consist of and form an integral part of the following: these General Civil Liability Insurance (hereinafter referred to as the "GCL") Regulations, the written application for the conclusion of the contract (if any, submitted to the Insurer upon request), the insurance certificate, the insurance contract annexes listed and numbered in the insurance certificate, other documents executed in writing by the Policyholder and the Insurer agreeing to supplementary or individual insurance clauses.

**Continuing Contract** - A new insurance contract that comes into force continuously, immediately after the expiry of the period of cover of the previous insurance contract. Before entering into a continuation contract, the Policyholder must newly provide all the necessary information for the risk assessment and calculation of the appropriate premium. Each continuing contract must be accompanied by a renewed written application for an insurance contract at the request of the insurer.

**Insured Event** - A sudden and unexpected event beyond the control of the Policyholder, the Insured, the Beneficiary or persons related to the Policyholder, in the event of which BTA is obliged to pay the insurance benefit.

**Non-insured Event** - An accident specified in the Insurance Contract and/or by law, an event in the event of which BTA is not obliged to pay the insurance benefit and does not indemnify for the losses incurred.

**Sum Insured** - The sum insured specified in the Insurance Certificate or calculated in accordance with the procedure laid down in the GCL Regulations and/or supplementary insurance clauses, up to which BTA shall indemnify the Policyholder against losses suffered by the Policyholder in the case of an insured event.

**Sublimit** - The part of the sum insured specified in the insurance contract up to which BTA pays an insurance benefit in respect of a supplementary or individual insurance clause included in the insurance certificate for an insured event

named in the insurance certificate for the entire duration of the insurance contract. If a claim is paid for a named insured event or loss, the sublimit and the sum insured shown are reduced by the amount of the corresponding claim.

**Insurance Certificate/Policy** - A document issued by the Insurer confirming the conclusion of an Insurance Contract.

**Persons related to the Policyholder** - Natural persons (members of the Board of Directors of the Policyholder, the Policyholder's spouse, parents, adoptive parents, grandparents, children, adopted children, grandchildren, brothers, sisters and their husbands and wives, as well as the persons living together in a common household with the Policyholder), and natural and legal persons who directly or indirectly control or are controlled by the Policyholder or, jointly with the Policyholder, by a third party. Control is a direct and/or indirect acquisition or holding of shares (stocks or other equity interests) in an entity that gives its owners or controllers the right to more than 20% of the votes at a meeting of the legal entity's participants, and/or the right to appoint/elect or dismiss the chief executive officer, and/or more than half of the members of the management board or the supervisory board (the equivalent of the governing bodies), and/or effective control of the related party's decision-making.

**Third Party** - A person who is not related to the Insurer and the Policyholder under the concluded Insurance Contract. The Policyholder and persons related to the Policyholder shall not be considered a third party.

**Employer** - An enterprise, institution, organisation or other organisational structure, regardless of its form of ownership, legal form, type and nature of its activities, which pays or is liable to pay contributions to social insurance against accidents at work.

**Employee** - A natural person employed in the enterprise of the Policyholder named in the insurance certificate (or working for the benefit of the Policyholder), on the basis of an employment contract or other contract of an analogous nature, in accordance with the procedure provided for in the Labour Code of the Republic of Lithuania, the Republic of Lithuania Law on the Civil Service, or any other legislation of the Republic of Lithuania. An employee also includes an apprentice, trainee or volunteer who has been entrusted by the Policyholder with the performance of a job, service or other activity and with whom the Policyholder has entered into a relevant contract.

**Insured Activity** - The activity of the Policyholder named in the insurance certificate which is covered by the insurance. If the Policyholder carries out several activities, the insurance cover applies only to the activity specified in the insurance certificate.

**Product** - Any tangible movable object manufactured by the Policyholder and placed on the market for consideration, or an object forming an integral part of another movable or immovable object, for which the Policyholder assumes responsibility by reason of its manufacture, placing on the market, sale or other use. A product is also defined as care provided by the Policyholder - an activity that satisfies a specific need of the consumer.

**Product Placement** - The placing of the Policyholder's product into circulation for further use, management, use, consumption or other distribution for business purposes, as well as its transfer under contracts of sale, purchase, recycling, lease, or other similar contracts.

**Defective Product** - Any product placed on the market during the period of insurance cover, as specified in the insurance certificate, which does not comply with the requirements laid down in the legislation for a safe product and which is recognised as such by the national safety control authorities and/or the Insurer and/or an independent expert.

**Damage** - Destruction, damage, loss and/or bodily injury to the third party's tangible property, impairment of health (including death), and the resulting direct loss and loss of income that the third party would have received had the event not occurred (pecuniary damage). Damages do not include non-pecuniary damage. For the purposes of the Supplementary Insurance Clauses in these GCL Regulations and/or the inclusion of individual insurance clauses, damage may be defined differently.

**Damages** - Monetary value of the damage suffered. The amount of the loss, under the conditions set out in these GCL Regulations, shall also include the costs incurred by the Policyholder, agreed in writing with the Insurer, in connection with the carrying out of expert examinations in order to determine the circumstances, causes and amount of the loss, as well as the necessary costs of representation of the Policyholder's attorney in the dispute, agreed in writing with the Insurer, as well as the costs of litigation awarded by a court in the favour of a third party against the Policyholder in connection with the handling of a claim which has been declared to be a covered accident.

**Lost income** - Lost income (after deduction of all expenses, taxes payable, etc.) which the third party would actually and undoubtedly have received had the unlawful acts of the Policyholder not caused the damage.

**Non-pecuniary/Moral Damage** - Damage resulting from injury, impairment or loss of life caused to a third party. Moral damages may be an insured event subject to an additional agreement in accordance with these Regulations (Individual Insurance Clause 011.1.22).

**Unconditional deductible** - The amount of the loss that the Policyholder is required to pay in the case of each insured event. The amount may be expressed in numerical, percentage or time period terms in the policy. Unless otherwise agreed, the deductible under these GCL Regulations and/or the Supplementary Insurance Clauses shall be deemed to be unconditional.

**Conditional Deductible** - The amount of the loss that the Policyholder is required to bear, provided that the loss does not exceed the deductible. The amount may be expressed in numerical, percentage or time period terms in the



policy. If the loss exceeds the amount of the deductible, BTA shall fully indemnify the Policyholder against the loss without deducting the deductible.

**Counterparty (Subcontractor)** - A natural or legal person who is not considered to be the Policyholder within the meaning of the definition given in Clause 2.2 of the General Part of the GCL Regulations and who, on the basis of an agreement between the parties, has been entrusted by the Policyholder with the performance of a work, a service or any other act in connection with the activity specified in the insurance certificate.

**Application for an insurance contract** - A written document or oral request in a form prescribed by the Insurer, expressing the Policyholder's intention to enter into an Insurance Contract with the Insurer and providing the Insurer with information about the circumstances relevant to the assessment of the insurance risk.

**Right of recourse (Subrogation)** - The Insurer's right to recover the amount paid (the insurance benefit) from the person responsible for the damage. Subrogation shall not apply in respect of the Insured/Policyholder, except for the cases set out in the law and these Regulations.

**Claim** - A written notice addressed to the Policyholder or directly to the Insurer for the purpose of claiming compensation for damage caused by the Policyholder to an injured third party.

**Gross Negligence** - Conduct by the Policyholder or the Insured, their employees or other persons related to the Policyholder or the Insured, which is manifested by actions and/or inaction that the person would not have/would have committed had they observed at least the minimum requirements of safety, caution and attention.

**Entrusted Property** - property belonging to third parties that is lawfully owned by the Policyholder. The term does not include property (buildings, structures, grounds) where the Policyholder carries out construction work.

**Period of insurance cover** - The policy specifies the period of time that defines the start and end of the insurance cover, which does not necessarily coincide with the duration of the insurance contract. Unless otherwise agreed, the insurance cover shall be deemed to be valid only during the period of the insurance contract, provided that the Policyholder duly and punctually fulfils the obligations assumed in the contract, including the payment of the premium or the first instalment thereof.

**Period of the insurance contract** - The insurance certificate specifies the period of time during which the insurance contract will remain in force, subject to the proper and timely fulfilment of the parties' contractual obligations.

**Retroactive date** - A specific date specified in the insurance certificate, before the start of the insurance contract period, from which the insured object is covered by the insurance cover specified in the insurance certificate (Individual Insurance Clause 011.1.23).

**Extension of the claim period** - If agreed between the parties in accordance with Individual Insurance Clause 011.1.24, an additional period shall apply during which the Policyholder shall be entitled to notify claims for compensation for damage caused to third parties received during the period of insurance cover and during this additional period, subject to all the time limits and requirements for the notification of an event as specified in these Regulations and/or in the Supplementary Insurance Clause. The extended claim period shall start as soon as the period specified in the Insurance Contract expires.

**Motor vehicle** - A means of transport with an engine, including tractors, mopeds, other self-propelled vehicles designed for the transport of persons and/or goods, excluding rail vehicles.

**Monetary valuables** - Monetary stamps of the Republic of Lithuania or of foreign countries, cheques, bills of exchange, shares, bonds and other documents replacing cash in circulation, payment cards.

**Double Insurance** - Payment of an insurance benefit to the Policyholder for the same loss under several insurance contracts, where BTA indemnifies the loss in proportion to its share of liability. In this case, the total sum of the insurance benefits must not exceed the amount of the loss.

**Partial insurance** - A case where, in the case of an insured event, BTA is obliged to indemnify the Policyholder or Beneficiary for a proportion of the loss suffered by them in proportion to the ratio of the sum insured to the insured value, if the Sum Insured is less than the Insured Value.

## **2. SUBJECT MATTER OF THE INSURANCE**

**2.1.** The subject matter of the insurance shall be the civil liability of the Policyholder for damage caused to third parties, in accordance with the terms of the General Part of these GCL Regulations, the Supplementary Insurance Clauses and/or the individual insurance clauses, in accordance with the law:

**2.1.1.** In the case of general liability insurance, when the Policyholder operates buildings, premises, territories, billboards, signs, installations or other objects located at the address specified in the insurance certificate, which are legally owned and/or managed by the Policyholder;

**2.1.2.** In the case of civil liability insurance - arising out of the Policyholder's performance of the insured activity specified in the insurance certificate;

**2.1.3.** In the case of product liability insurance, caused by a product or service of inadequate quality provided by the Policyholder.

**2.2.** Civil liability is the obligation to compensate a third party for damage caused by an action (including inaction) prohibited by law or by a breach of a general duty to exercise due care and diligence.

- 2.3.** Depending on the option chosen by the Policyholder and specified in the insurance certificate, the following may be insured under these regulations:
- 2.3.1.** According to the General Civil Liability Insurance Clause, the Policyholder's civil liability to a third party for damage caused by defects in the buildings, premises, territory, billboards, signboards, equipment or other objects legally owned and/or operated by the Policyholder at the address specified in the insurance certificate;
- 2.3.2.** Under the Operational Civil Liability Insurance clause, the Policyholder's civil liability to a third party for damage caused in the course of the insured activity specified in the insurance certificate by the policyholder;
- 2.3.3.** Under Product Civil Liability Insurance - the civil liability of the Policyholder to a third party for damage caused by a product or service of inadequate quality provided by the Policyholder.
- 2.4.** The parties may agree on the application of the Supplementary Insurance Clause referred to in the Special Part of the GCL Regulations, which shall be included in the insurance certificate.

### **3. INSURED EVENT**

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- 3.1.** An insured event is a claim for compensation made by a third party during the period of insurance and in the territory of the insured party, where all the following conditions are met:
- 3.1.1.** the event that caused the damage to the third party must have occurred between the commencement of the insurance cover and the end of the period of insurance cover, in the territory specified in the insurance certificate;
- 3.1.2.** the claim for compensation for damage caused by the Policyholder as a result of the insured event is made in writing (in the form of a claim/action) during the period of the Insurance Contract or the Extended Claim Period, if agreed in accordance with the Supplementary Insurance Clauses, and BTA has been informed of the event within the time limits set out in the GCL Regulations;
- 3.1.3.** the claim is made in respect of the Policyholder's civil liability (operational liability, general liability or product liability) covered by the insurance certificate;
- 3.1.4.** The Policyholder is legally liable for damages caused to a third party;
- 3.1.5.** The Policyholder did not know and/or could not have known about the insured event and/or the third party's loss before the insurance contract was concluded.
- 3.2.** If there is any doubt about the date of the event, in the case of personal injury or damage to health, the date of the injury is the date on which the victim first seeks medical attention for the symptoms (signs) on which the injury and the claim for damages are based.
- 3.3.** Damage suffered by third parties arising from the same cause and under the same circumstances shall be considered as a single event, irrespective of whether one or more claims have been made for compensation, but the compliance of each claim with the conditions for an insured event set out in Clause 3.1 of this Section shall be assessed separately.

If further (subsequent) events in the series of events occur as a result of the Policyholder's wilful act or gross negligence or as a result of the Policyholder's failure to comply with their obligations as set out in clause 10.2.1 of the GCL Regulations, BTA shall not be liable for the consequences of such events.

### **4. NON-INSURED EVENTS**

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- 4.1.** Claims for damages are considered non-insured events:
- 4.1.1.** relating to any financial loss suffered by a third party which is not the result of bodily injury, loss of life or damage to, or destruction of, tangible property as a result of an insured event in accordance with the terms and conditions of these Regulations;
- 4.1.2.** for non-pecuniary/moral damages (Individual Insurance Clause No 011.1.22);
- 4.1.3.** arising out of a cause other than the insured activity, product and/or service specified in the insurance contract;
- 4.1.4.** not related to the buildings, premises, territory, equipment, machinery or other objects used by the Policyholder on a lawful basis and used for the insured activity, as specified in the insurance contract;
- 4.1.5.** caused to the Policyholder itself and/or persons related to the Policyholder;
- 4.1.6.** relating to the liability of the Policyholder for the guarantee of the quality of the products and/or services provided, for losses or expenses incurred by the Policyholder itself in repairing or re-performing the work done in a bad way, or in replacing a defective product with a suitable one;
- 4.1.7.** caused to the Policyholder's product. It also excludes claims relating to the costs of fault-finding or removal of the faulty product from the market, publicity about the faulty product, costs relating to loss of turnover and other related losses;

- 4.1.8.** the costs incurred by the Policyholder or third parties for the repair, return, replacement or recall of the defective product;
- 4.1.9.** caused by a product or service not meeting expectations, not having the promised or expected effect or impact, or not performing or not fully performing the promised or expected function;
- 4.1.10.** damage to property in which the Policyholder's product is an integral part of a mixture, part, ingredient, packaging or other form;
- 4.1.11.** resulting from the use of the product or service in violation of safety requirements, or inappropriate use, or not in accordance with the enclosed instructions for use or any other document describing the product's characteristics and its method of use, including where such a document has not been included, where required by law;
- 4.1.12.** caused by the failure to comply with legal norms/standards or to have a valid certificate, attestation, certification or authorisation, where such documents are required by the applicable legislation;
- 4.1.13.** which the Policyholder commits knowingly or by performing acts that are punishable by criminal liability; the Policyholder's knowledge of the defects, harmful properties of the products, or the unsuitability of the works, services or other acts shall be deemed to be a form of wilful misconduct under the terms of this clause;
- 4.1.14.** In all cases, BTA shall not indemnify for damage caused by the Policyholder's intent or gross negligence. If it turns out that BTA has no legal grounds to invoke the circumstances of intent or gross negligence against the injured third parties, the Policyholder is obliged to reimburse the Insurer for the amount of the insurance benefit paid;
- 4.1.15.** caused to the Insurer between the Policyholder and other persons insured under the same insurance contract and between the insured persons and their counterparties (subcontractors), unless otherwise agreed;
- 4.1.16.** arising from the provision of healthcare services, including medical procedures and medical advice;
- 4.1.17.** arising from the improper performance or non-performance of the contract (contractual liability). Similarly, in cases where the liability for damages imposed by a contract is greater than that imposed by law in the absence of a contract, the insurance cover applies to the extent that the Policyholder's civil liability would have arisen under the law in the absence of the contract;
- 4.1.18.** arising from the non-performance, non-delivery or delay in performance of works, services and/or products;
- 4.1.19.** arising out of the activities, property owned/operated, products supplied or manufactured by the Policyholder, if the Policyholder, in the course of its business or prior to the commencement of the period of insurance cover or the retroactive date, if any, was and/or should have been aware of the defects, deficiencies, defects or harmful effects of such activities, products, services, inadequate quality, inadequate safety or any other similar circumstances giving rise to such damage;
- 4.1.20.** related to or arising directly and/or indirectly from the Policyholder's failure to remedy, within the prescribed period of time, the circumstances which BTA and/or the relevant public authorities have lawfully required to be remedied;
- 4.1.21.** caused by an act (action, inaction) of the Policyholder or their authorised persons when they were under the influence of alcohol, drugs or toxic or intoxicating substances;
- 4.1.22.** natural depreciation or impairment;
- 4.1.23.** damage caused by the operation of motorised land vehicles, the civil liability of which must be covered by compulsory motor third party liability insurance;
- 4.1.24.** arising from the conduct of activities or the supply of products without authorisation, licences or permits, where these are required by law;
- 4.1.25.** caused by errors or omissions in surveys, measurements, drawings, work specifications, conclusions, reports, instructions, calculations (estimates), construction supervision or installation activities related to control or the provision of conclusions (recommendations), design, planning or other advice, which are provided together with the Policyholder's product or which are the Policyholder's product itself;
- 4.1.26.** caused by the improper performance of the obligations under the contract of carriage or forwarding, as well as under the carrier's civil liability;
- 4.1.27.** monetary valuables, works of art, archives or collections of collectors;
- 4.1.28.** caused by fixed emissions, i.e. caused by gradual or sustained exposure to temperature, gases, vapours, humidity, snow melt, mould, smoke, soot, dust, odour, noise, light, vibration, fungus, subsidence or landslides (together with the structures standing on it);
- 4.1.29.** covered by Directive 2004/35/EC on the prevention and remedying of environmental damage;
- 4.1.30.** geology and mining;
- 4.1.31.** caused by livestock and animals in the possession of the Policyholder;

- 4.1.32.** relating to an obligation to pay liquidated damages, default interest, fines, penalties or other similar sanctions or punitive damages;
- 4.1.33.** infringement of copyright and related rights, use of patents, trademarks, logos or trade and company names, damage to a legal entity's reputation, or breach of the Competition Law;
- 4.1.34.** violation of the law on the legal protection of personal data, insult to a person, defamation, violation of the right to privacy and confidentiality, discrimination;
- 4.1.35.** misleading or unfair advertising or publicity;
- 4.1.36.** directly and/or indirectly caused by the storage, warehousing, use, handling, loading, transport or radioactive contamination of toxic, radioactive, toxic, explosive, hazardous substances, waste and/or parts thereof;
- 4.1.37.** caused by a product containing human blood, plasma or blood-borne substances of human origin, a genetically modified product, a product containing silicone for medical purposes;
- 4.1.38.** arising out of a product that is intended for use or installation in any flying or space object, and damage arising out of the ownership, manufacture, maintenance or servicing of aircraft and space objects;
- 4.1.39.** related to the use and/or operation of all types of water, air and rail transport, as well as the management of an airport or seaport or any activity on their territory;
- 4.1.40.** arising from the manufacture, use, management, storage or distribution of fireworks and all types of ammunition and/or explosives;
- 4.1.41.** caused by war, civil war, invasion, hostilities by a foreign power, hostilities of a military nature (whether or not war has been declared), civil war, insurrection, revolution, rebellion, riot, riot, strike, lockout, sabotage, internal disturbances, military or civil coup d'état, organised or malicious acts by political organisations or persons associated with them, conspiracy, seizure, confiscation, seizure, requisitioning, destruction or damage to property, in pursuance of the orders of public authorities or customs authorities;
- 4.1.42.** acts of terror involving a threat to life, health, property or infrastructure, defined as any act involving the use or threat of force, violence, coercion or violence by a person or group of persons, acting alone or under the authority or direction of any organisation or government, for political, economic, religious, ideological or similar purposes, with the intention of influencing, intimidating or coercing a government, the public or any section of the public, or acts which are recognised as acts of terrorism by law and legal practice;
- 4.1.43.** caused by the effects of any nuclear reaction, nuclear radiation, radioactive contamination, exposure to any radiation (electromagnetic, heat, light, etc.), and the misuse of chemical or biological substances;
- 4.1.44.** resulting from reacting to, attempting to prevent or suppress the actions and events referred to in Clauses 4.1.41 to 4.1.43 of this Section;
- 4.1.45.** related to or arising directly and/or indirectly from:
- 4.1.45.1.** the use of asbestos or other material containing asbestos, Urea Formaldehyde, lead, polychlorinated biphenyls (PCBs), dioxins, any organic pollutants, regardless of their form or quantity;
  - 4.1.45.2.** transmissible (transmissible) spongiform encephalopathies (TSEs), including but not limited to spongiform bovine spongiform encephalopathy (BSE spongiform encephalopathy) or the new strain of Jakob-Creutzfeldt disease;
  - 4.1.45.3.** genetically modified components or equivalent products whose genetic information has been altered, as well as products containing genetically modified components;
  - 4.1.45.4.** ionising radiation, laser radiation, laser beams, high-frequency energy radiation, radioactive radiation, and indirect or direct exposure to magnetic or electromagnetic fields;
  - 4.1.45.5.** various types of computer software and other types of programs that interfere with the operation of any application, computer, network or telephone, regardless of the cause, including those related to the internet or internet use;
  - 4.1.45.6.** the consequence of the inability to read a date or the incorrect reading of a date due to the fact that computers, computer systems, software, computer processors, electronic equipment do not have a sufficient number of characters in the year fields, making it impossible to discover, remember, record or process the data related to reading the date;
  - 4.1.45.7.** on the active and passive consumption, use, distribution and advertising of tobacco products;
  - 4.1.45.8.** human immunodeficiency virus (HIV) or mutated derivatives and/or strains of this virus, and for liability for a condition in any way related to acquired immunodeficiency syndrome (AIDS) or any other similar syndrome;
  - 4.1.45.9.** infectious diseases of any kind;
  - 4.1.45.10.** damage, destruction, loss, loss, misappropriation, improper transmission or unauthorised use of documents, software, data, in whatever form or expression, or of their media;

**4.1.45.11.** electromagnetic fields (EMF) and/or electromagnetic radiation (EMR) of any kind, including but not limited to exposure to EMF/EMR from mobile phones, power lines or electrical appliances of any kind;

**4.1.45.12.** the active and passive use or use of diethylstilbestrol or its derivatives (DES), contraceptives;

**4.1.45.13.** caused by exposure to silica dioxide, formaldehyde, silica ingestion, inhalation, absorption or exposure to silica;

**4.1.45.14.** for the presence, inhalation or exposure to any "fungi" and/or "spores", as well as for any costs or expenses in any way related to or arising from the elimination, mitigation, removal, elimination, treatment, detoxification, detoxification, neutralization, monitoring, monitoring, controlling, disposal; or any obligation to investigate or assess the presence or effect of any "fungi" and/or "spores".

- The term "Fungi" includes, but is not limited to, any form or type of mould, fungi, yeasts, or biocontaminants;

- The term "Spores" includes, but is not limited to, any material arising from any "fungi".

**4.2.** If the insurance cover is not extended by a written agreement between the parties to the contract (the Supplementary Insurance Clause are expressly defined in their scope) and the application of the relevant Supplementary Insurance Clauses referred to in the Special Part of these GCL Regulations has been agreed upon, or has not been agreed in writing in accordance with the individual insurance clauses, BTA shall not be liable for the damage:

**4.2.1.** caused to the Policyholder's employees, apprentices, trainees, which must be compensated by the Policyholder as an employer (Individual Insurance Clause No. 011.1.1);

**4.2.2.** caused to property entrusted to the Policyholder (Individual Insurance Clause No 011.1.2);

**4.2.3.** which is hired, borrowed, kept, stored, maintained, entrusted, owned, used, controlled or transported by the Policyholder;

**4.2.4.** has been prepared, manufactured, repaired, assembled, processed, fixed or otherwise treated by the Policyholder, if the damage occurs during the treatment;

**4.2.5.** damage to articles brought in by hotel guests in connection with the hotel's operation (Individual Insurance Condition No 011.1.3);

**4.2.6.** environmental damage (in the form of air, water, land pollution) and related losses (Individual Insurance Clause No 011.1.4);

**4.2.7.** arising outside the Republic of Lithuania (Individual Insurance Clause No 011.1.5);

**4.2.8.** covered by the civil liability of the community of multi-apartment buildings (Individual Insurance Clause No 011.1.6);

**4.2.9.** caused during an organised event (Individual Insurance Clause No 011.1.7);

**4.2.10.** damage caused to vehicles and/or containers belonging to third parties in the course of loading, reloading, unloading operations (Individual Insurance Clause No 011.1.8);

**4.2.11.** caused during the performance of contractual works, services, by construction, agricultural machinery, self-propelled means of transport, including loading, reloading, unloading (Individual Insurance Clause No 011.1.9);

**4.2.12.** caused by construction work (Individual Insurance Clause No 011.1.10);

**4.2.13.** caused by the Policyholder's counterparties (subcontractors), when the Policyholder is liable for the damage caused by subcontractors (counterparties) according to the legislation in force (Individual Insurance Clauses No.011.1.11, 011.1.12);

**4.2.14.** for the loss suffered by third parties as a result of the removal, dismantling and quality installation of a defective product supplied by the Policyholder (Individual Insurance Clause No. 011.1.13);

**4.2.15.** for losses suffered by third parties as a result of a defect in the products caused by the use, treatment, processing or processing of machinery or equipment manufactured, supplied, installed or maintained by the Policyholder (Individual Insurance Clause No. 011.1.14);

**4.2.16.** arising out of the exercise of a professional activity (Individual Insurance Clause No 011.1.15);

**4.2.17.** arising from documents entrusted to the Policyholder and lost in connection with the activity (Individual Insurance Clause No 011.1.16);

**4.2.18.** resulting from a net financial loss (Individual Insurance Clause No 011.1.17);

**4.2.19.** caused by blasting or demolition works (Individual Insurance Clause No 011.1.18);

**4.2.20.** caused by persons (counterparties) insured under the same contract to each other - cross-liability (individual insurance clause No 011.1.19);

**4.2.21.** arising from the non-performance or improper performance of contractual obligations (contractual liability) (Individual Insurance Clause No 011.1.20);

**4.2.22.** arising from the operation of vehicles (Individual Insurance Clause No 0.11.1.21).

## **5. SUM INSURED**

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- 5.1.** Sum Insured means the amount of money specified in the insurance contract (including these Regulations), which may not be exceeded by the insurance benefit or the sum thereof which BTA may pay for all insured events occurring under the insurance contract and/or the insurance clause (option) chosen by the Policyholder. A single sum insured may be fixed for all the subject matter of the insurance, which may not exceed the sum of all the insurance benefits payable under the insurance contract in respect of all the insured events and under all the terms and conditions of insurance.
- 5.2.** The insurance contract expires when all the sums insured under the insurance contract or the total sum insured for all the subject matters of the insurance have been paid.
- 5.3.** The sum insured shall be set at the request of the Policyholder, and BTA is not liable for any incorrectly set amount.
- 5.4.** In an insurance contract, the parties may agree and determine individual sums insured and sublimits of the sum insured in respect of named insured objects, individual types of damage or for a single insured event. In this case, in the case of an insured event, BTA will pay an insurance benefit up to the relevant sublimit. Any of the sub-limits set cannot exceed the sum insured.
- 5.5.** The sum insured is reduced each time by the amount of the insurance benefit(s) paid until it is fully recovered. When an insurance benefit is paid according to a fixed sublimit, each time a claim is paid, the fixed sublimit shall be reduced and the sum insured shall be reduced by the same amount. The insurance contract shall remain in force to the extent of the sublimit and the sum insured remaining after deduction of the amount of the insurance benefit paid.
- 5.6.** At the request of the Policyholder, BTA may increase or supplement the sum insured or the individual sublimits for the remaining period of cover, upon payment of the additional premium.

## **6. DEDUCTIBLE**

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- 6.1.** At the time of conclusion of the insurance contract, BTA sets a deductible for each insured event. The deductible can be set as a percentage of the amount of the claim, the sum insured, or as a fixed amount of money.
- 6.2.** The deduction may be conditional or unconditional. In the case of a conditional deductible, BTA shall not be liable and shall not pay any insurance benefit for damage up to the amount of the deductible and shall be fully liable for damage in excess of the deductible. In the case of an unequal deductible, the Insurer's liability in respect of each insured event shall be equal to the amount of the loss calculated in accordance with these Regulations after deduction of the deductible.
- 6.3.** In an insurance contract, the deductible can be applied for each insured event or for the total duration of the insurance contract.

## **7. INSURANCE PREMIUM**

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- 7.1.** The amount of the insurance premium shall be determined by agreement between BTA and the Policyholder. The amount of the premium and the terms of payment are specified in the insurance certificate.
- 7.2.** If the policyholder fails to pay the premium or the first instalment of the premium to which the Insurance Contract is subject, the consequences set out in these GCL Regulations shall apply (Clause 8.8).
- 7.3.** Upon expiry or termination of the insurance contract, the Policyholder's obligation to pay the insurance premium for the period of time during which the insurance cover was provided shall continue.
- 7.4.** The Parties may agree in writing to a variable premium rate. If the clause in the insurance certificate states that the premium is to be calculated on the basis of a variable indicator, such as the number of employees or the estimated annual turnover of the enterprise, it specifies the advance premium to be paid by the Policyholder within the time limit specified in the policy, and the minimum insurance premium. At the end of the term of the insurance contract or at such other times as agreed between the parties, the Policyholder must provide data on the actual number of employees or the annual turnover on the basis of which the final premium is calculated, which may not be less than the minimum premium specified:
- 7.4.1.** If the final premium calculated is higher than the advance premium, the Policyholder is obliged to pay the difference between the final premium and the advance premium;
- 7.4.2.** If the final premium calculated is lower than the advance premium, the difference shall be credited to the Policyholder's next insurance contract or transferred to an account specified by the Policyholder.

## **8. CONCLUSION AND VALIDITY OF THE INSURANCE CONTRACT**

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- 8.1.** The insurance contract is concluded on the basis of a written or oral request to BTA from the Policyholder.
- 8.2.** The Policyholder who wishes to conclude an Insurance Contract must provide BTA with information on the material circumstances specified by BTA and other circumstances known to the Policyholder which may affect the risk of the Insured Event and the amount of potential damage, as well as whether the subject matter of the insurance is already insured by other insurance companies.
- 8.3.** BTA shall have the right to request the Policyholder to provide additional information necessary for the conclusion of BTA contract and/or for the risk assessment.
- 8.4.** BTA shall have the right to refuse to conclude an insurance contract without giving the person reasons for the refusal.
- 8.5.** The conclusion of the insurance contract is confirmed by an Insurance Certificate/Policy issued by BTA.
- 8.6.** The insurance contract is for a period of one year, unless otherwise agreed. The period of the insurance contract is specified in the insurance certificate/policy.
- 8.7.** The Policyholder must inform BTA of all insurance contracts concluded or intended to be concluded with other insurance undertakings in respect of the same risks for the same subject-matter, and their terms and conditions, both prior to the conclusion of the insurance contract and during the period of validity of the insurance contract.
- 8.8.** In the event of concluding an Insurance Contract for the benefit of another person, the Insured/Beneficiary shall also be obliged to fulfil the obligations set out in the Regulations, unless they did not know and could not have known about the Insurance Contract concluded for their benefit.
- 8.9.** BTA has the right to inspect the insured risk and the subject matter after the conclusion of the insurance contract. The Policyholder must ensure the availability of the necessary information and objects at the request of the Insurer.
- 8.10.** BTA has the right, but is not obliged, to inspect the insured risk and/or the insured property prior to the conclusion of the contract, and to appoint, at its own expense, an expert to determine its value.
- 8.11.** During the term of the Insurance Contract, the Policyholder is obliged to make every effort to prevent the occurrence of the insured event and to take all necessary measures to prevent damage, and to follow BTA's written instructions. The Policyholder must give BTA or an authorised representative of BTA the opportunity to inspect the subject matter of the insurance and to check whether the Policyholder has complied with the terms and conditions set out in the Insurance Contract and with BTA's instructions. Failure to comply with the requirements set out in this provision shall be considered a material breach of the Insurance Contract, entitling BTA to terminate the Insurance Contract.

## **9. INCREASES AND DECREASES IN INSURANCE RISK**

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- 9.1.** The insurance risk increases or decreases when, during the term of the insurance contract, there is a change in circumstances directly related to the increase or decrease in the risk of an insured event and if BTA has indicated it in the insurance contract as having an impact on the increase or decrease of the insurance risk.
- 9.2.** If the insurance risk increases after the conclusion of the insurance contract, the Policyholder must notify BTA in writing of the increase in the insurance risk immediately, but at the latest within 3 working days from the time when they became or should have become aware of it. In the event of an increase in insurance risk, BTA shall have the right to demand payment of an additional premium.
- 9.3.** If, during the term of the insurance contract, it becomes apparent that the insurance risk has diminished, the Policyholder has the right to request a reduction in the insurance premium..

## **10. OBLIGATIONS OF THE POLICYHOLDER AND BTA IN THE CASE OF AN INSURED EVENT**

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- 10.1.** During the validity of the Insurance Contract, the Policyholder must immediately, not later than within 7 (seven) calendar days, notify the Insurer in writing of any changes in circumstances that may affect the occurrence of an insured event and/or damage to the Policyholder object and the amount of potential loss (increase or decrease of the insurance risk). If the policyholder fails to comply with the obligation set out in this clause, BTA shall be entitled to demand cancellation of the contract and to claim damages to the extent that the premiums received fail to cover the loss. However, BTA shall not be entitled to require the cancellation of the insurance contract if the circumstances which could have led to the increase in the insurance risk have disappeared.
- 10.2.** In the case of an insured event, the Policyholder (Insured and Beneficiary) must:
  - 10.2.1.** take all preventive and other measures to avoid damage and to limit the amount of damage already caused;
  - 10.2.2.** inform the relevant authorities and/or services (ambulance, police, fire brigade, emergency services, etc.) as soon as they become aware of the incident;
  - 10.2.3.** notify the Insurer in writing of the event immediately, but not later than within 7 (seven) working days, stating the following circumstances:

- 10.2.3.1.** when, where and under what circumstances the incident occurred;
- 10.2.3.2.** the names and addresses of the persons who may submit or make claims;
- 10.2.3.3.** the likely amount of the loss/claim;
- 10.2.3.4.** the reasons for the incident, the position on the claim and explanations relating to it.
- 10.2.4.** to carry out the instructions and recommendations of BTA (its representatives) and to provide it with information and the necessary powers;
- 10.2.5.** to enable BTA or its representative to investigate freely, to assist BTA or its representative in any way to determine the causes or circumstances of the accident and the amount of the loss, and to provide the documents required in connection therewith;
- 10.2.6.** to cooperate with BTA to assess the validity and amount of the claim;
- 10.2.7.** within 2 working days, even if the insured event has already been reported to BTA, to inform BTA of any legal proceedings that have been initiated in relation to the claim for compensation;
- 10.2.8.** to grant BTA full powers to negotiate with the third party claimant(s), to participate in judicial and extrajudicial proceedings and to conclude a settlement agreement (contract);
- 10.2.9.** to cooperate in order to reach a peaceful settlement of the dispute.
- 10.3.** The Policyholder is also obliged to submit to BTA all procedural decisions taken in relation to the insured event (termination/suspension of the pre-trial investigation into the criminal offence that caused the damage, copy of the decision of the competent court regarding the event that caused the damage, etc.) within a timeframe that allows the Insurer to lodge an appeal.
- 10.4.** The Policyholder shall not be entitled to partially or fully accept or settle a claim for compensation without the written consent of BTA.

## **11. PROCEDURE FOR DETERMINING THE AMOUNT OF DAMAGE AND PAYMENT OF THE INSURANCE BENEFIT - DOUBLE INSURANCE CLAUSE**

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Determination of damages and payment of benefits

- 11.1.** BTA shall pay the insurance benefit only after the fact of the insured event and the amount of the insurance benefit have been established in accordance with the provisions of this Section. The insurance benefit shall be payable on the basis of a factual and legal assessment, an admitted claim or action, a written amicable settlement or a final judgement in court proceedings.
- 11.2.** BTA shall cover, within the limits of the sum insured:
  - 11.2.1.** damages suffered by third parties as a result of the insured event;
  - 11.2.2.** costs of expert examinations agreed with BTA to determine the circumstances, causes and extent of the damage;
  - 11.2.3.** necessary legal expenses incurred by the Policyholder, agreed in writing with BTA, for the representation of a lawyer in a dispute pending with the written consent of BTA, even if there is doubt as to whether the insurance cover extends to a particular claim. In the event of an accident giving rise to the civil liability of the Policyholder and criminal proceedings are initiated against it, BTA shall only pay the costs of the Policyholder 's defence in court if they have requested the initiation of such proceedings or if he agrees in writing to pay such costs;
  - 11.2.4.** the costs and expenses of the proceedings in respect of the claim recognised as an insured event, awarded by the court in favour of the third party against the Policyholder.
- 11.3.** The recognition or settlement of a claim and/or action by a third party of the policyholder shall not have any legal effect on BTA, unless BTA's prior written consent has been obtained for this action.
- 11.4.** BTA shall pay an insurance benefit corresponding to the amount of the damage suffered by the third party, but not more than the sum insured stated in the insurance certificate, up to the amount of the specified sublimits, less the amount of the specified deductible. If the sum insured or sub-limit is not sufficient to cover the entire loss, the Insured/Policyholder must pay the remainder of the loss.
- 11.5.** In the event of a dispute as to the amount of the loss and the amount of the insurance benefit, the parties have the right to agree and to consult an expert(s) to determine the amount of the loss. If the Parties do not agree within 14 (fourteen) days on the appointment of a specific expert or the appointment of an Examination Body, each Party shall refer to an expert of its choice and shall designate a third lead expert, who shall only be referred to in the event of a conflict between the conclusions of the experts selected by the Parties. Persons who have an official relationship with BTA, the Policyholder or a third party, or who are otherwise dependent on one of the parties, may not be selected as experts. The costs of employing an expert shall be borne by the party who requested the expert, or, if the parties requested the expert jointly, half the costs. In the event of



a dispute between the parties, the costs of hiring an expert will be borne by the party found to be in the wrong. It should be noted that only the reasonable and justified costs of hiring the expert(s) will be reimbursed.

- 11.6.** The insurance benefit payable to BTA shall be determined by the amount of the loss calculated in accordance with the procedure laid down in the Insurance Contract, taking into account double and incomplete insurance.
- 11.7.** Unpaid premiums due under the Insurance Contract shall be deducted from the calculated insurance benefit unless otherwise agreed between BTA and the Policyholder. In the event of exhaustion of the total sum insured, i.e. when the insurance benefit or an amount equal thereto is paid out, BTA will deduct from the sum insured all unpaid premiums, irrespective of their due dates.
- 11.8.** In cases where the Policyholder is jointly liable for the damage, the insurance benefit payable by BTA shall not exceed the Policyholder's share of the loss, irrespective of the fact that the Policyholder has indemnified the third party for the whole of the damage suffered. This rule shall also apply where the liability of the Policyholder and other persons liable for the damage is joint and several.
- 11.9.** If a single insured event gives rise to an insurance benefit under the terms and conditions of insurance for several subject matters (events, insurance options) set out in the insurance contract, only one maximum unconditional deductible shall be applied to the insurance benefit paid, the amount of which is reduced by the amount of the benefit paid.
- 11.10.** If the third party's claim against the Policyholder does not exceed the amount of the deductible specified in the Insurance Contract and BTA has recommended in writing to the Policyholder to indemnify the loss, but the Policyholder disputes the validity of the third party's claim and/or its amount, BTA shall not be obliged to pay the insurance benefit even if, as a result of the litigation of the parties, the indemnity payable by the Policyholder would be in excess of the amount of the deductible specified in the Insurance Contract.
- 11.11.** In all cases, the Policyholder must agree in writing with the Insurer on the choice of a specific lawyer (legal assistant) to represent the interests of the Policyholder in courts when a case is pending concerning the civil liability of the Policyholder insured under the Insurance Contract.
- 11.12.** In the event of a refusal to pay all or part of the insurance benefit, BTA shall notify the Policyholder or the person making the claim in writing, stating the reasons for the refusal and the legal grounds for the refusal to pay the insurance benefit or the part thereof.
- 11.13.** If the Policyholder/Insured/Beneficiary is entitled to an insurance benefit for the same loss under several insurance contracts, BTA has the right to reduce the insurance benefit in proportion to the reduction of the sum insured under the respective insurance contract (Double Insurance). In any event, the insurance benefit payable by each insurance undertaking shall be reduced proportionately in respect of each Insurance Contract so that the total insurance benefit does not exceed the total amount of the loss to be recovered.

## **12. NON-PAYMENT AND REDUCTION OF THE INSURANCE BENEFIT**

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### **12.1.** No insurance benefit shall be payable for:

**12.1.1.** when the event is declared non-insured;

**12.1.2.** The Policyholder, the Insured or the Beneficiary, or persons related to these persons, shall provide BTA with knowingly false information or documents which have a material impact on the fact, causes, circumstances and/or possible amount of the damage/loss of the Insured Event;

**12.1.3.** the insurance contract was concluded after the insured event;

**12.1.4.** if the insured event occurs during the suspension of insurance cover or before the insurance cover takes effect;

**12.1.5.** the damage was caused by the confiscation, seizure or destruction of property ordered by the authorities;

**12.1.6.** BTA was not duly informed of the event and/or the claim and the Policyholder indemnified the claim at its discretion, unless the benefit paid was unconditionally fair;

**12.1.7.** third-party claims admitted without BTA's written consent and/or the amount thereof, unless such claims are unconditionally correct;

**12.1.8.** other grounds for refusing to pay the insurance benefit provided for in the insurance contract or the relevant legislation.

### **12.2.** BTA has the right to reduce or refuse to pay the insurance benefit if:

**12.2.1.** The Policyholder has provided information which is not true and which may have influenced BTA's decision to conclude the insurance contract and/or the determination of the terms and conditions of the insurance contract, as well as the failure to notify the Policyholder in time of the circumstances regarding the increase of the insured risk which led to the insured event or the increase of the loss;

**12.2.2.** if the Policyholder or the Insured fails to comply with fire safety, occupational safety, production technology and other requirements laid down in the legislation and applicable to their activities, and this failure has had an impact on the occurrence or aggravation of damage;

**12.2.3.** The Policyholder, the Insured or the Beneficiary has failed to report the Insured Event to the competent authorities or bodies in time, if this failure has had the effect of aggravating the damage or has deprived the Insurer of the possibility of determining the circumstances and consequences of the event;

**12.2.4.** The Policyholder or the Insured has deliberately or through obvious negligence failed to notify BTA of the event within the time limits provided for in these Regulations, and/or if this breach has had the effect of increasing the damage or has deprived the Insurer of the possibility of determining the circumstances and consequences of the event;

**12.2.5.** The Policyholder, the Insured or Beneficiary knowingly fails to comply with all or part of the obligations or lawful requirements of BTA imposed on them;

**12.2.6.** there are other grounds for refusal or reduction of the insurance benefit set out in the Insurance Contract or in the applicable legislation.

**12.3.** If the Policyholder, without the written consent of BTA, enters into a settlement agreement with a third party, or accepts the third party's claim in whole or in part, BTA shall not be obliged to pay the insurance benefit for the indemnification of the damage or the part of the damage exceeding the part of the claim accepted by the Insurer.

**12.4.** If BTA accepts the event as insurable and offers in writing to settle the third party's loss amicably, and the Policyholder, notwithstanding BTA's decision to accept the event as insurable and the amount of the loss, continues the dispute and seeks to reject the third party's claim and/or part of the third party's claim, then BTA shall not pay for any additional costs incurred after the date of the offer and for the part of the loss awarded which is greater than the amount of the offer it made.

**12.5.** Claims for damages between the Policyholder and the Insured are not covered.

### **13. THE INSURER'S RIGHT TO CLAIM**

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#### Insurer's right

**13.1.** After BTA has paid out the insurance benefit, in the cases provided for by the legislation, BTA shall have the right to claim compensation from the person responsible for the damage (subrogation), when the Policyholder has become liable for the damage caused by the actions (inaction) of these persons. This Regulation shall not apply to the Policyholder and persons with whom the Policyholder shares a common household or for whom the Policyholder is responsible or who are insured under the same insurance contract, except as provided for in the legislation and in Clause 4.1.14 of the GCL Regulations, and if the parties have agreed on the exclusion of this provision in accordance with the additional or individual insurance clauses.

**13.2.** If the Policyholder or the Insured refuses to claim full or partial compensation from the person responsible for the damage, or if it is impossible to do so due to the fault of the Policyholder or the persons related to them, BTA shall have the right to refuse to pay the whole or part of the insurance benefit. If such a circumstance becomes apparent after the insurance benefit has been paid, BTA has the right to demand reimbursement of all or part of the insurance benefit paid.

**13.3.** The Policyholder (Insured, Beneficiary) is obliged to provide all information and documents known to BTA which are necessary for the exercise of the subrogated right of claim, as well as to enable the performance of the actions necessary for the effective exercise of the subrogated right.

**13.4.** If the insurance benefit paid by BTA compensates only a part of the damage indemnified by the Policyholder, the Policyholder shall have the right of first refusal for the part of the damage not indemnified by the insurance benefit.

### **14. ADDITIONAL CLAUSES**

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**14.1.** The parties may agree on the application of the Supplementary Insurance Clauses referred to in the Supplementary Insurance Clauses section of the GCL Regulations, which extend the insurance cover provided by BTA to include the Supplementary Insurance Clauses listed in the policy or in the numbered appendices to the insurance contract. Insurance cover is provided only to the extent defined by the contents of the Supplementary Insurance Clause included in the contract, unless otherwise agreed by the parties under individual insurance clauses.

- 14.2.** The Insurer's liability under these Supplementary Insurance Clauses shall be limited to the sum insured or sublimit specified in the insurance contract.
- 14.3.** The provisions of the GCL Regulations apply to all Supplementary Insurance Clauses. In the event of a conflict between the GCL Regulations and the Supplementary Insurance Clauses, BTA shall give precedence to the Supplementary Insurance Clauses.

## **15. INDIVIDUAL INSURANCE CLAUSES**

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### **15.1. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.1. EMPLOYER'S LIABILITY INSURANCE (ECL)**

#### **Definitions**

**Accident at Work** is an accident at work or on the way to or from work, including a traffic accident at work, investigated and recognised as an accident at work in accordance with the procedure laid down by law, resulting in a employee's injury (slight or serious) or death. It does not include death or ill-health due to illness, whether or not related to the work performed or its environment.

**Accident on the way to or from work** - an accident on the way to or from work, occurring during the employee's working days, occurring on the road between the workplace and the place of residence, or outside the workplace, in an area where the employee may be taking a break for rest and/or refreshment, and/or in an area in which wages are paid.

**Occupational Disease** means any acute or chronic impairment or deterioration of an employee's health caused by one or more harmful and/or dangerous factors in the working environment and recognised as an occupational disease in accordance with the procedure laid down.

**Workplace** - the place where a employee is expected to carry out his or her work duties, i.e. work. The place of work shall be determined by the contract of employment, internal rules, other documents and legislation.

**Damage** means bodily injury, impairment of health (including death) and direct loss and loss of earnings which the Policyholder's employee would have received had the event not occurred, as well as non-pecuniary damage resulting from bodily injury, impairment of health or loss of life as a consequence of an insured event.

#### **Subject matter of the insurance and insured events**

**1.1.** It is hereby determined that, subject to the other provisions of the GCL Regulations unchanged by this Individual Insurance Clause, BTA shall include in the insurance cover the Policyholder's civil liability for damage caused to its employees as a result of an accidental occurrence in the course of work and/or during the course of the journey to or from work. An injury at work to an Employee must be a direct consequence of the Policyholder's insured economic activity, and the occurrence of the injury must be related to the work activity for the benefit of the Policyholder and/or to the performance of the work entrusted by the Policyholder. At the same time, non-pecuniary/moral damage resulting from bodily injury (impairment of health) or deprivation of life of the Policyholder's employees is also insured.

**1.2.** Unless otherwise agreed, the insurance cover is valid at the place of work and during business trips within the territory of the Republic of Lithuania. The area of cover is clearly defined in the insurance contract. The insurance cover shall apply in respect of damage occurring outside the territory of the Republic of Lithuania, if the employees of the Policyholder submit claims or actions to the Policyholder as an employer, which are dealt with in accordance with the legal norms of the Republic of Lithuania and which are subject to the jurisdiction of the Lithuanian courts.

**1.3.** An insured event shall be deemed to be - the submission of a claim to the Policyholder, which meets the conditions set out in Clause 3.1 of the GCL Regulations, in respect of an accident that has occurred to an employee of the Policyholder at work and/or on the way to or from work, where the civil liability of the Policyholder as employer arises, and where the claim is submitted within the time limits set out in the GCL Regulations, or within the extended claim period, if any, provided for in the Regulations.

**1.4.** If there are several claims arising from the same cause, but the time of the damage cannot be determined with certainty, the case will be considered as a single insured event and the damage will be deemed to have been caused at the time when the first claim for compensation was made to the Policyholder. Compliance of each requirement with the conditions set out in Clause 3.1 of the GCL Regulations shall be assessed separately

#### **Non-insured Events**

**2.1.** BTA is not liable for damages under this Supplementary Insurance Clause:

**2.1.1.** arising from occupational diseases, any contagious diseases, and for damage caused by a breach of the treatment regime prescribed by the doctor;

**2.1.2.** caused by damage to monetary assets;

**2.1.3.** caused by damage to the employee's tangible property, unless otherwise agreed;

**2.1.4.** which is compensated by pensions, social security benefits and other benefits paid by the relevant institutions, as well as under the compulsory motor third party liability insurance contract, unless the entities that paid the benefits acquire a right of recourse against the Policyholder (subject

to clause 2.1.3 of this Section);

**2.1.5.** resulting from an accident at work due to illness or a seizure caused by illness that was not the cause of the accident (epilepsy, stroke, heart attack, etc.);

**2.1.6.** resulting when the employee has worked for himself/herself (in his/her own interests) or engaged in activities unconnected with the performance of his job without his/her employer's knowledge;

**2.1.7.** incurred by the employee in an activity not covered by the insurance policy;

**2.1.8.** caused to an employee as a result of an activity of the Policyholder in which the pre-trial investigation authority or a court has established the elements of a criminal offence or that the offence is related to an administrative offence;

**2.1.9.** suffered by the employee as a result of being under the influence of alcohol, narcotic, psychotropic and/or toxic substances and not related to a technological process, if this had or could have had an influence on the occurrence of the accident or on the aggravation of the damage, unless otherwise agreed;

**2.1.10.** caused by an illegal employee working for the Policyholder;

**2.1.11.** caused by mental and/or physical abuse or violence against the employee, provided that the circumstances and motives for the violence are not work-related;

**2.1.12.** the damage caused to the employee when he or she was involved in interfering with the work of others, stopping the work process, participating in other disturbances in the company, a strike, a lockout, etc.;

**2.1.13.** damage caused to the employee as a result of the failure of the Policyholder to remedy, within a specified period of time, the circumstances which the Insurer was obliged to remedy by the written requirements of the authorities and/or the Insurer; and for damage caused to the employee as a result of the employee's own violation of occupational safety requirements, and for which they had been warned in writing by the Employer or the Employer's authorised person within the last 6 calendar months;

**2.1.14.** arising when the employee deliberately or intentionally sought to cause the accident;

**2.1.15.** arising from work for which the employee has special qualifications, training, instruction and/or a specific permit issued by the competent bodies/commissions, which the employee did not have (work at high voltage, with special machinery, at height, etc.);

**2.1.16.** caused to the Policyholder or members of the Policyholder's family or persons related to the Policyholder;

**2.1.17.** caused to the employee as a result of the non-performance or improper performance of the contractual obligations of the Policyholder as an employer;

**2.1.18.** Section 4 of the GCL Regulations specifies the non-insured events, with the exception of Clause 4.2.1.

### **Increase in insurance risk**

**3.1.** An increase in insurance risk occurs when the following changes occur during the period of insurance cover:

**3.1.1.** A change in the activities carried out by the Policyholder or the emergence of other activities;

**3.1.2.** Increase in the number of employees of the Policyholder by more than 30%;

**3.1.3.** Other relevant information specified in the application for the contract or requested by BTA and included in the insurance policy or its annexes;

**3.1.4.** Circumstances relating to an increase in insurance risk, as specified in the GCL Regulations.

**3.2.** During the validity of the Insurance Contract, the Policyholder must immediately, not later than within 7 (seven) calendar days, notify BTA in writing of any changes in circumstances that may affect the occurrence of an insured event and/or damage to the subject matter of the insurance and the amount of potential loss (increase or decrease of the insurance risk).

### **Rights and obligations of the parties**

**4.1.** In addition to the duties set out in the GCL Regulation, the policyholder must:

**4.1.1.** Take all necessary precautions to avoid damage and minimise potential loss;

**4.1.2.** Immediately report the accident to the competent authorities: the ambulance service, the police, the emergency service, the fire brigade, the state labour inspectorate, etc.;

**4.1.3.** Notify BTA in writing immediately, but no later than within 3 working days of the date of the insured event or the occurrence/determination of its consequences (if they were discovered later), and in the event of the death of the employee, notify BTA within 1 working day, even if the insured event has already been reported;

**4.1.4.** At the request of BTA, the Policyholder must provide all the conditions for BTA or its representative to investigate freely the causes, consequences and circumstances of the accident, to allow BTA to get acquainted with the victim's state of health, and in case of any uncertainty, BTA shall have the right to investigate the victim's state of health further;

**4.1.5.** BTA shall pay the insurance benefit to the injured employee of the Policyholder, or to the legal claimant in the event of the death of the employee of the Policyholder, or to the Policyholder itself, who has agreed in writing with BTA and indemnified the injured employee.

**4.2.** If the event is declared insured, BTA shall pay the insurance benefit:

**4.2.1.** on the basis of a tripartite written and amicable agreement between the injured person (or, in the event of their death, the person making the legitimate claim), the Policyholder and BTA;

**4.2.2.** when a court order has entered into force on a settlement agreement between the Policyholder and the injured parties, the terms and conditions of which have been agreed in writing;

**4.2.3.** on the basis of a final, unchallenged judgement in a civil case awarding compensation for damages resulting from an accident at work or on the way to/from work, on the basis of the insured event. BTA must be notified in writing of such civil proceedings and have the right to participate in them).

### **Other conditions**

**5.1.** Even if the insurance contract also includes Individual Insurance Clauses 11 and/or 12 of these GCL Regulations, the employer's liability insured under this clause does not cover the liability of the Policyholder's subcontractors for damage caused to their employees.

**5.2.** In the event of death or bodily injury of an employee of the Policyholder, BTA shall indemnify any losses in excess of the benefits already received as stated above:

**5.2.1.** benefits from social security institutions;

**5.2.2.** voluntary payments by the Policyholder (except for accident insurance benefits);

**5.2.3.** benefits paid or payable under the Law on Compulsory Insurance of Civil Liability of the Operators of Motor Vehicles of the Republic of Lithuania;

**5.2.4.** which must be reimbursed by the State Patients' Fund under the Ministry of Health;

**5.2.5.** other benefits paid out to compensate for part of the damage caused by the accident.

**5.3.** Where the entities which have paid the benefits referred to in Clause 5.2 of this Regulation have a right of recourse against the Policyholder, subject to the other conditions of insurance, BTA shall indemnify the Policyholder in respect of such benefits.

**5.4.** In the event of a conflict between the GCL Regulations and the Individual Insurance Clauses, BTA shall give precedence to the Supplementary Insurance Clauses.

## **15.2. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.2. CIVIL LIABILITY FOR DAMAGE TO PROPERTY ENTRUSTED TO THE POLICYHOLDER**

### **Subject matter of the insurance**

**1.1.** It is hereby determined that, subject to the other provisions of the GCL Regulations unchanged by this Individual Insurance Clause, BTA shall include in the insurance cover the civil liability of the Policyholder for damage caused to property entrusted to the Policyholder on a legal basis. The subject matter of insurance under this Individual Insurance Clause is the civil liability of the Policyholder arising from the fault of the Policyholder in causing damage to the property entrusted to the Policyholder on a legal basis. The value of the asset is deemed to be its residual value, unless otherwise stated in the insurance certificate.

**1.2.** Residual value is the value that represents the cost of restoring an asset to its pre-existing but unimproved condition, less depreciation of the relevant asset.

**1.3.** The property in trust is one that at the time the damage:

**1.3.1.** is hired, borrowed, kept, stored, maintained, entrusted, owned, used, controlled or transported by the Policyholder;

**1.3.2.** has been prepared, manufactured, repaired, assembled, installed, processed, repaired, otherwise serviced, or otherwise serviced by the Policyholder, if the damage occurs during the course of the provision of such services by the Policyholder.

**1.4.** The insurance contract may specify specific safety requirements for the entrusted assets, as well as limitations or extensions of certain insured risks.

### **Non-insured Events**

**2.1.** BTA is not liable for damages under this Supplementary Insurance Clause:

**2.1.1.** caused by normal, natural wear and tear, depreciation, amortisation, overloading or other

similar process of buildings, structures, premises or objects;

**2.1.2.** damage to articles made of glass, terracotta, ceramic or plastic in the installations of machinery, buildings, premises and water heating installations, provided that these items are not an integral part of the immovable property entrusted to the legal possession of the Policyholder, unless otherwise agreed;

**2.1.3.** caused by various repair and construction works, to the property entrusted to the Policyholder's lawful possession and to components of the same property;

**2.1.4.** damage to land caused by the policyholder's business activities;

**2.1.5.** damage caused to third parties' vehicles, their equipment or objects left in these vehicles, unless otherwise agreed;

**2.1.6.** compensation for which is governed by the Convention on the Contract for the International Carriage of Goods by Road, the Road Transport Code and/or other similar legislation;

**2.1.7.** arising from electronic or computer equipment, unless otherwise agreed;

**2.1.8.** caused during loading and/or unloading operations, unless otherwise agreed;

**2.1.9.** as a result of a loss or shortage noted during an inventory - for the safekeeping or storage of assets entrusted to them;

**2.1.10.** caused by the theft of the property entrusted to them or parts thereof, unless otherwise agreed;

**2.1.11.** the pursuit of activities other than those specified in the insurance certificate or in the Policyholder's application for the insurance contract;

**2.1.12.** is an unavoidable and foreseeable consequence of the activities of the Policyholder;

**2.1.13.** Section 4 of the GCL Regulations specifies the non-insured events, with the exception of Clause 4.2.2.

#### **Other conditions**

**3.1.** If it is doubtful whether the whole or only a part of the property is the subject of the treatment, cleaning, repair, maintenance or other operations, the part of the property entrusted to the treatment, cleaning, repair, maintenance or other operations carried out by the Policyholder which is functionally or structurally distinguishable shall be deemed to be the subject of the operations listed.

**3.2.** In case of damage, destruction or loss of the property due to the fault of the Policyholder, BTA shall indemnify the loss according to the residual value of the property, i.e. from the recoverable value of the property less depreciation, which is assessed taking into account the age of the property, the intensity of its use, and the property manufacturer's recommendations.

**3.3.** Determining the amount of loss:

**3.3.1.** in the event of damage to the property caused by the fault of the Policyholder, the amount of the loss shall be the cost of repairing the property until it is restored to its pre-accident condition, taking into account the depreciation of the property, calculated on the materials, parts and structures used. The cost of repairing the property cannot exceed its residual value at the date of the incident;

**3.3.2.** in the event of destruction or loss of the property due to the fault of the Policyholder, the amount of the loss is the residual value of the property on the date of the incident.

### **15.3. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.3. CIVIL LIABILITY IN CONNECTION WITH THE OPERATION OF HOTELS FOR DAMAGE TO PROPERTY BROUGHT BY HOTEL GUESTS**

#### **Subject matter of the insurance**

**1.1.** It is hereby determined that, subject to the other provisions of the GCL that remain unchanged by this Individual Insurance Clause, BTA shall include in its insurance cover the Policyholder's civil liability for damage to property arising from damage to, destruction of, or loss of, property due to theft by burglary or robbery, that is to say, indemnification for the damage:

**1.1.1.** property brought in by hotel guests using the hotel's services;

**1.1.2.** property entrusted to the hotel for safekeeping by hotel guests. In this case, BTA shall also reimburse the direct costs of loss, destruction or damage to the monetary valuables and travel documents entrusted to its custody, i.e. the reasonable costs of producing and restoring documents, re-printing travel tickets, etc., reimbursement of 70% of the cost of an economy class hotel room, up to a maximum of 4 nights, in the event that the injured third party is unable to stay in the same hotel after the expiry of the pre-purchased/reserved period of stay due to the availability of hotel rooms.

## **1.2. Definitions:**

**1.2.1.** Burglary is the taking or attempted taking of property from properly secured, locked hotel premises by removing the security and locks by mechanical, technological, chemical, biological or other means, including physical force, or by opening the premises with the use of tools and instruments adapted for the purpose, or with the use of forged, counterfeit or genuine keys to the premises, obtained by the perpetrator prior to or during the course of the break-in or robbery, the concealment of the perpetrator in the premises until the closing of the premises, if there is evidence of the fact that the perpetrator has concealed himself/herself on the premises, as well as the concealment of the perpetrator of the unlawful act in the premises, building or structure concerned until the time when they are locked (closed), provided that this circumstance has to be proved during the pre-trial investigation;

**1.2.2.** Robbery is the taking of property from a place of insurance by using or threatening to use immediate physical violence or otherwise depriving a person of the means to resist;

**1.2.3.** Valuables mean precious metals (gold, silver, platinum group metals in all forms), precious stones, pearls, precious metal and precious stone products, costume jewellery, jewellery and works of art, philately, antiques, numismatics.

## **Non-insured Events**

**2.1.** BTA is not liable for damages under this Individual Insurance Clause:

**2.1.1.** caused by property damage caused by users bringing it into the hotel's catering facilities, hairdressing salons, and other hotel service areas on the hotel premises;

**2.1.2.** caused by the loss or discovery of hotel guests' belongings left unattended in the hotel grounds, lobbies and corridors;

**2.1.3.** caused by the loss of monetary values and documents due to an unidentified cause;

**2.1.4.** caused for antiques and valuables;

**2.1.5.** caused by the loss of hotel guests' belongings not due to robbery or burglary;

**2.1.6.** Section 4 of the GCL Regulations specifies the non-insured events, with the exception of Clause 4.2.5.

## **Policyholder's obligations**

**3.1.** The Policyholder shall keep a record of the items taken into custody as referred to in Clause 1.1.2 of this condition, which shall include the particulars necessary to identify the owner's item, the description and value of the item and the signature of the person delivering and collecting the item for safekeeping.

**3.2.** In the event of damage to monetary valuables, BTA shall be exclusively liable only if the Policyholder keeps the monetary valuables in a closed safe (shelter) fixed firmly to the floor or wall, i.e. an armoured safe, a concrete-steel safe, a steel safe or a safe.

**3.3.** In the event of an accident, the Policyholder must immediately report the accident to the police.

**3.4.** The Policyholder must notify the Insurer in writing of the claim immediately, but at the latest within 2 working days, and provide all information requested by BTA about the event.

**3.5.** In the event of non-compliance with the requirements referred to in Clauses 3.1, 3.2 and 3.3 of this Section, BTA shall be entitled not to pay or to reduce the insurance benefit accordingly, if, as a result of the non-compliance, the damage has increased or it has become impossible to establish the circumstances and consequences of the event.

**3.6.** If it is established that the theft of property was committed, aided, abetted or mediated by the Policyholder's employees or persons related to the Policyholder, BTA shall have the right of recourse in all cases to the identified perpetrator in respect of the insurance benefit paid out.

## **15.4. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.4. CIVIL LIABILITY FOR DAMAGE TO THE NATURAL ENVIRONMENT CAUSED BY THE EMISSION OF HARMFUL SUBSTANCES (72-HOUR CONDITION) Subject matter of the insurance**

**1.1.** It is hereby stipulated that, subject to any other provisions of the General Part of the GCL Regulations that remain unchanged as a result of this Supplementary Insurance Clause, BTA shall include in the insurance cover the liability of the Policyholder arising out of damage caused by the activities insured by the Policyholder to nature or its elements (soil, ground, atmosphere or sources of water, rivers, canals or reservoirs of water) as a result of the emission of any harmful substances and the elimination of this damage.

**1.2.** The term "emission" shall include the following phenomena: spillage, leakage, pumping, discharge, release, ejection, emission or removal, dissipation, dispersion.

**1.3.** A claim for compensation by a third party shall only be recognised as an insured event if, in addition to the conditions set out in the General Part of the GCL Regulations (Clause 3.1 of the General Part), it meets all the conditions listed below:

**1.3.1.** the emission of harmful substances causing the damage must be in the nature of a sudden, unexpected, unforeseeable and unpreventable event, and the Policyholder has conducted the activities of the company responsibly, has not violated environmental legislation, and has complied with the instructions of all the responsible authorities. If the event is the result of a slow, gradual factor, a continuous action or a recurring event, the event shall be deemed not to satisfy this condition;

**1.3.2.** the start of the emission of the harmful substance occurred during the period of insurance cover;

**1.3.3.** the fact of the emission of the harmful substance causing the damage has become known to the Policyholder and/or the responsible state authorities within 72 hours from the moment the emission started;

**1.3.4.** the event leading to the injury and/or damage to health and/or property is the result of an emission of harmful substances and occurred within 72 hours of the start of the emission;

**1.3.5.** BTA was informed in writing of the incident and the potential damage immediately, but no later than 30 calendar days after the start of the emission of the pollutant. In the event of deliberate or grossly negligent disregard of the time limit, BTA may reduce or waive the insurance benefit accordingly if the disregard of the time limit has increased the damage or made it impossible to determine the circumstances and consequences of the event.

#### **Non-insured event**

**2.1.** Under this Supplementary Insurance Clause, BTA does not reimburse:

**2.1.1.** additional costs incurred by the Policyholder in connection with the removal of substances harmful to the environment from immovable property (territory) which is the legal property of the Policyholder, or which is held by the Policyholder as a trust, lease or other agreement, or otherwise maintained by the Policyholder, and for the clean-up, removal or elimination of contamination of any other property (water, land, air, flora or fauna) held by the Policyholder, or which is under the liability of the Policyholder;

**2.1.2.** penalties imposed on the Policyholder for non-compliance with environmental requirements, unless otherwise agreed;

**2.1.3.** resulting from a breach of environmental legislation and/or non-compliance with the instructions of the responsible authorities, unless otherwise agreed;

**2.1.4.** caused by activities carried out without the appropriate authorisation from the authorities, where this is required by law.

**2.2.** The non-insured events referred to in Section 4 of the GCL Regulations shall also be deemed to be non-insured events, except Clause 4.2.6.

### **15.5. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.5. EXTENSION OF CIVIL LIABILITY INSURANCE COVERAGE BEYOND THE TERRITORY OF THE REPUBLIC OF LITHUANIA**

#### **Subject matter of the insurance**

**1.1.** It is hereby stipulated that, subject to any other provisions of the General Part of the GCL Regulations that have not changed as a result of this Supplementary Insurance Clause, the area of validity of the insurance cover shall be extended beyond the territory of the Republic of Lithuania.

#### **Other conditions**

**2.1.** Under this insurance clause, it is agreed that the insurance cover outside the Republic of Lithuania shall be valid only in those countries and/or territories which, at the date of the insurance contract, were specified in the insurance certificate or in the additional notes to the insurance certificate.

**2.2.** The inclusion of the USA, Canada and their territories in the area of cover will apply to all of the following conditions:

**2.2.1.** BTA shall not be liable for and shall not indemnify against any damages and losses related to fines, penalties, administrative fines (punitive or exemplary damages) of any punitive nature;

**2.2.2.** BTA shall not be liable for and shall not indemnify against any damage or loss in connection with the management or letting of the premises to its agent, for storage, exhibition, production purposes, etc.;

**2.2.3.** BTA shall not be liable for and shall not indemnify against damages and losses related to accidents at work and on the way to/from work, or related to occupational diseases of its own employees, or of persons providing services on the basis of a contractual, service contract or other



legal relationship;

**2.2.4.** an additional unconditional deductible of €10,000 (equivalent to the exchange rate of the European Central Bank's euro on the date of conclusion of the insurance contract) shall apply for each insured event.

**2.2.5.** Non-insured events shall be deemed to be the non-insured events referred to in Section 4 of the GCL Regulations, with the exception of Clause 4.2.7.

hereby stipulated that, subject to the other provisions of the General Part of the GCL Regulations, which remain unchanged by this Supplementary Insurance Clause, the Policyholder's civil liability arising from damage to third parties caused by deficiencies in the maintenance and operation of the common facilities owned by the joint ownership.

**1.2.** Under this supplementary clause, the concept of:

**1.2.1.** "Policyholder" means the Community, its board (the Chair of the Community) or the general meeting of the members of the Community, unless this is contrary to the statutes of the Community.

**1.2.2.** "Third parties" shall include all members of the Community, members of the management board of the Community (the Chair of the Community) or an authorised representative.

**1.3.** The common facilities are:

**1.3.1.** the general structures of the house, such as the foundations, all load-bearing walls and columns, the external walls, the walls separating the common areas from the areas belonging to the individual owners, the roof, the balcony and staircase structures, as well as the facade cladding, the staircases and the doors at the entrance to the house;

**1.3.2.** common engineering equipment - water supply, sewerage, gas, heating, electricity, telecommunication networks, ventilation chambers, pipelines and openings, heating radiators, electrical panelboards, elevators, collective antennas and cables, and other common-use engineering technical equipment (with their power supply sources) in common-use premises or structures of a multi-apartment building;

**1.3.3.** common areas - staircases, halls, corridors, attics, storerooms, cellars, basements, crawl spaces, wheelchair and bicycle storage areas, laundry rooms, garages, and other areas of a multi-apartment building, provided they are not owned by the individual owners of the premises or by third parties;

**1.3.4.** common area - parking spaces, squares, lawns, yards, vegetation and trees, recreational facilities, playgrounds and sports grounds in the common area of the property, provided that they do not belong to the individual owners of the premises or to third parties.

#### **Non-insured Events**

**2.1.** BTA is not liable for damages under this Supplementary Insurance Clause:

**2.1.1.** damage caused by the occupants of a multi-apartment building to other occupants of the multi-apartment building, their flats and the owners of the flats;

**2.1.2.** caused by construction and renovation work in common facilities and on the site;

**2.1.3.** arising from works or services carried out by persons who do not hold certificates or authorisations required by law from a particular authority;

**2.1.4.** which the board of the community (Chair of the community) is obliged to indemnify in favour of the community against the resolutions of the board (Chair of the community) adopted in violation of the statutes of the community and other laws of the Republic of Lithuania;

**2.1.5.** directly caused by a negative decision of the residents' community or its board members or the chair of the community or the owners of the multi-apartment building on the necessity of the repair work;

**2.1.6.** caused by a serious breach of the legal requirements for the use and maintenance of buildings, occupational safety, hygiene, environmental protection, fire safety and other special requirements.

**2.2.** The non-insured events referred to in Section 4 of the GCL Regulations shall also be deemed to be non-insured events, except Clause 4.2.8.

#### **15.7. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.7. INCLUSION OF CIVIL LIABILITY FOR DAMAGE DURING THE EVENT**

##### **Subject matter of the insurance**

**1.1.** It is hereby agreed that, subject to any other provisions of the GCL Regulations that remain unchanged as a result of this Supplementary Insurance Clause, BTA shall include in its insurance cover the liability of the Policyholder for damage to the participants of the event caused during the course of

the event organised by the Policyholder, which the Policyholder is obliged to indemnify in accordance with the applicable legislation.

- 1.2. The insurance cover shall also cover the civil liability of the persons conducting (managing, supervising, etc.) the event in the performance of their duties to the Policyholder, as well as persons acting at the direction of the Policyholder and for their benefit, but who are not related to the Policyholder by an employment relationship, with the exception of persons acting on the basis of a contractual agreement or a contract of provision of any services.
- 1.3. The insurance may cover the Policyholder's civil liability for:
  - 1.3.1. organising festive events - children's festivals and camps, congresses, conventions, anniversary celebrations, song, folk, folklore, music and various other celebrations;
  - 1.3.2. organising various sporting competitions, races and gala regattas;
  - 1.3.3. organising various indoor and outdoor exhibitions;
  - 1.3.4. organising various festive marches and demonstrations
  - 1.3.5. Organisation of other events agreed individually between the Policyholder and the Insurer.
- 1.4. The term "Participant" shall include third parties who are present in the area where the event is taking place during the event and who participate in the event as spectators, visitors, invited guests, performers, musicians, athletes (competitors, participants in competitions, exhibitions, events), judges, representatives of the technical-administrative personnel. Employees of the Policyholder or the Insured who are attending the event during their free time and are not performing any work duties.

#### **Non-insured Events**

- 2.1. BTA is not liable for damages under this Supplementary Insurance Clause:
  - 2.1.1. caused to the police, fire and rescue service or other safety and health service, as well as by the employees of these bodies in the direct exercise of their professional activities, and for damage caused by these entities in the course of activities related to the event at the venue;
  - 2.1.2. occurring during the fireworks show, unless otherwise agreed;
  - 2.1.3. caused by the Policyholder's failure to comply with the obligation to organise the event in accordance with the mandatory safety requirements laid down by law, the applicable occupational and health safety regulations, fire safety regulations, and technical and building regulations;
  - 2.1.4. caused to animals participating in the race and to the equipment of these animals, to objects and objects exhibited at the exhibition, to animals, to equipment, to other objects;
  - 2.1.5. suffered by an employee or equivalent of the Policyholder, as well as by the persons conducting (managing, supervising, etc.) the event;
  - 2.1.6. caused to property which the Policyholder has rented, borrowed, acquired on the basis of a lease, loan or other agreement, including, but not limited to, damage to the stage and stage-related equipment, audio, video and light equipment, unless otherwise agreed;
  - 2.1.7. the persons entrusted with the conduct (management, supervision, etc.) of the event shall make civil liability claims against each other, or the participants in the event shall make civil liability claims against each other, unless otherwise agreed.
- 2.2. The civil liability of the participants of the event shall not be covered by these Regulations.
- 2.3. The non-insured events referred to in Section 4 of the GCL Regulations shall also be deemed to be non-insured events, except Clause 4.2.9.

#### **15.8. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.8. CIVIL LIABILITY FOR DAMAGE CAUSED TO VEHICLES AND/OR CONTAINERS BELONGING TO THIRD PARTIES DURING LOADING, TRANSHIPMENT AND UNLOADING OPERATIONS.**

##### **Subject matter of the insurance**

- 1.1. It is hereby agreed that, subject to any other provisions of the GCL Regulations not modified by this Supplementary Insurance Clause, BTA shall include in the insurance cover the civil liability of the Policyholder for damage:
  - 1.1.1. damage caused to vehicles belonging to third parties during loading, unloading and reloading operations;
  - 1.1.2. damage caused to containers belonging to third parties during loading or unloading from a vehicle.
- 1.2. A container is a means of transporting goods that does not have an engine and cannot move on its own.

##### **Non-insured Events**

**2.1.** BTA is not liable for damages under this Supplementary Insurance Clause:

**2.1.1.** damage to goods or products being loaded, transhipped or unloaded, unless otherwise agreed;

**2.1.2.** vehicles or containers owned in any form by the Policyholder;

**2.1.3.** loading, transferring and disembarking from the aircraft;

**2.1.4.** which is covered by compulsory insurance against civil liability in respect of the use of vehicles.

**2.2.** The non-insured events referred to in Section 4 of the GCL Regulations shall also be deemed to be non-insured events, except Clause 4.2.10.

## **15.9. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.9. CIVIL LIABILITY FOR DAMAGE CAUSED DURING THE PERFORMANCE OF CONTRACTUAL WORKS AND SERVICES BY CONSTRUCTION AND AGRICULTURAL MACHINERY AND SELF-PROPELLED VEHICLES, INCLUDING LOADING, RELOADING AND UNLOADING OPERATIONS.**

### **Subject matter of the insurance**

**1.1.** It is hereby stipulated that, subject to the other provisions of the General Part of the GCL Regulations, which remain unchanged by this Supplementary Insurance Clause, BTA shall include in the insurance cover the Policyholder's civil liability for damage caused to third parties:

**1.1.1.** related to the operation or use of construction, agricultural machinery or self-propelled vehicles, the civil liability of which is not covered by compulsory insurance of civil liability of motor vehicle operators and which must be registered;

**1.1.2.** caused during the performance of the contractual services, as well as during loading and unloading operations using such machinery or self-propelled vehicles.

### **The following shall not be considered subject matter of the insurance**

**2.1.** BTA is not liable for damages under this supplementary clause:

**2.1.1.** caused by driving these vehicles on the road;

**2.1.2.** caused by persons who drove the vehicles in question without the necessary authorisation or statutory permits.

**2.2.** The non-insured events referred to in the Section of the GCL Regulations shall also be deemed to be non-insured events, except

Clause 4.2.11.

## **15.10. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.10. INCLUSION OF CIVIL LIABILITY FOR DAMAGE CAUSED BY CONSTRUCTION WORKS**

### **Definitions Construction Work**

**1.1.** means all work carried out during the construction, repair, reconstruction or demolition of a building, civil engineering works, networks and/or systems (including, but not limited to, excavation, bricklaying, concreting, erection, installation of foundations and roofs, carpentry, fitting out, finishing, erection of equipment, commissioning and adjustment of equipment);

**1.2.** Site means the place where construction work is carried out on a structure. The site area may not coincide with the boundaries of the building plot if the boundaries have been extended by agreement with the owner of the land concerned.

### **Subject matter of the insurance**

**2.1.** It is hereby stipulated that, subject to the other provisions of the GCL Regulations, which are unchanged by this Supplementary Clause, BTA shall include in the insurance cover property interests relating to the civil liability of the Policyholder in respect of damage caused during construction work or arising from defects in the buildings or other objects used by the Policyholder for construction. Unless otherwise agreed, the insurance cover is valid only at the construction site specified in the insurance certificate.

### **Insured events**

**3.1.** The civil liability of the Policyholder for damage to the property of a third party resulting from blasting or demolition works carried out by the Policyholder at the construction site is insured. BTA is hereunder not liable for damages:

**3.1.1.** resulting from events occurring outside a circle whose radius, measured from the structure to be demolished, is equal to the height of the structure to be demolished - applies to blasting operations not involving the use of an explosive substance;

**3.1.2.** resulting from events occurring less than 50 metres from the epicentre of the explosion, in the case of works involving explosive substances.

**3.2.** The Policyholder's civil liability for damage to third party property caused by compaction of soil, subsidence of the building (part thereof), landslide, vibration, hammering or tamping due to the use of pneumatic, hydraulic hammers, pile-drivers or other similar machines shall be covered. BTA is hereunder not liable for damages:

**3.2.1.** the occurrence of which is foreseeable, given the nature of the construction work being carried out and the manner in which it is being carried out;

**3.2.2.** resulting from surface damage that neither undermines the stability of buildings, structures, soil or other assets nor endangers their users.

**3.3.** The Policyholder's civil liability for damage to underground installations or facilities is covered, i.e. gas, electricity, lighting, water supply, sewerage installations, when the Policyholder is carrying out works or providing services.

#### **Non-insured Events**

**4.1.** BTA is not liable for damages under this supplementary clause:

**4.1.1.** caused by design errors or the supervision of construction work;

**4.1.2.** caused by non-compliance with safety requirements in the use, storage, transport or manufacture of flammable or explosive substances;

**4.1.3.** arising from the Policyholder's carrying out works in accordance with a building design or alterations to such a building design that has not been approved or harmonised in accordance with the prescribed procedure;

**4.1.4.** arising from the Policyholder's failure to carry out the work in accordance with the approved design of the building or any amendments, specifications or instructions of the recipients;

**4.1.5.** When the Policyholder carries out excavation works without marking the locations of existing underground engineering structures (cables, pipes and any other underground facilities) at the site of the excavation works, without the written consents of the responsible state and/or municipal authorities, the owners/users/operators of the underground engineering structures, communication utilities at the site of the excavation works, without carrying out the orders of the latter or without notifying them and/or without their participation, where required by the legislation;

**4.1.6.** caused to goods, materials, plant and machinery in the Policyholder's possession.

**4.2.** The non-insured events referred to in Section 4 of the GCL Regulations shall also be deemed to be non-insured events, except Clause 4.2.12.

#### **15.11. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.11. INCLUSION OF CIVIL LIABILITY ARISING FROM DAMAGE CAUSED BY THE POLICYHOLDER'S SUBCONTRACTORS (COUNTERPARTIES) WITHOUT THE INSURER ACQUIRING THE RIGHT OF SUBROGATION**

##### **Subject matter of the insurance**

**1.1.** It is hereby stipulated that, subject to the other provisions of the GCL Regulations, unchanged by this Supplementary Insurance Clause, BTA shall include in the insurance cover the Policyholder's civil liability for damage caused by subcontractors (counterparties) acting on behalf of the Policyholder and/or for its benefit in connection with the activity and/or product specified in the insurance certificate, for which the Policyholder shall be liable under the applicable legislation.

**1.2.** Under this Supplementary Insurance Clause, BTA waives its right of subrogation against subcontractors (counterparties) for the recovery of the insurance benefit paid, except in the case of wilful damage.

##### **Non-insured Events**

**2.1.** This Supplementary Insurance Clause does not cover claims between the Policyholder and subcontractors (counterparties), unless otherwise agreed.

**2.2.** The non-insured events referred to in Section 4 of the GCL Regulations shall also be deemed to be non-insured events, except Clause 4.2.13.

#### **15.12. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.12. INCLUSION OF CIVIL LIABILITY ARISING FROM DAMAGE CAUSED BY THE POLICYHOLDER'S SUBCONTRACTORS (COUNTERPARTIES) WITH THE INSURER ACQUIRING THE RIGHT OF SUBROGATION**

##### **Subject matter of the insurance**

**1.1.** It is hereby stipulated that, subject to the other provisions of the GCL Regulations, unchanged by this Supplementary Insurance Clause, BTA shall include in the insurance cover the Policyholder's civil liability for damage caused by subcontractors (counterparties) acting on behalf of the Policyholder and/or for its benefit

in connection with the activity and/or product specified in the insurance certificate, for which the Policyholder shall be liable under the applicable legislation.

**1.2.** Under this Supplementary Insurance Clause, BTA shall have the right of subrogation against the subcontractors (counterparties) responsible for the damage to recover the insurance benefit paid.

#### **Non-insured Events**

**2.1.** This Supplementary Insurance Clause does not cover claims between the Policyholder and subcontractors (counterparties), unless otherwise agreed.

**2.2.** The non-insured events referred to in Section 4 of the GCL Regulations shall also be deemed to be non-insured events, except Clause 4.2.13.

### **15.13. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.13. THE INCLUSION OF CIVIL LIABILITY FOR THE COSTS INCURRED FOR THE DISMANTLING OF A DEFECTIVE PRODUCT SUPPLIED BY THE POLICYHOLDER AND THE INSTALLATION OF A QUALITY PRODUCT**

#### **Subject matter of the insurance**

**1.1.** It is hereby stipulated that, subject to the other provisions of the GCL Regulations unchanged by this Supplementary Insurance Clause, BTA shall include in its insurance cover the liability of the Policyholder for the costs incurred by third parties in connection with the dismantling of a defective product provided by the Policyholder and the installation of a product of the appropriate quality.

**1.2.** The insurance cover includes the costs of locating the defective product, dismantling it, repairing or separating the defect, and installing, fixing or connecting the product to a high quality, as appropriate, up to the amount of the costs incurred by the third party.

#### **Non-insured Events**

**2.1.** BTA is not liable (does not indemnify) for losses under this Supplementary Insurance Clause:

**2.1.1.** if the Policyholder has itself dismantled the defective product or, as the case may be, installed a quality product in its place, or if the Policyholder has entrusted these acts to other persons on his behalf and at his expense;

**2.1.2.** related to buying another quality product;

**2.1.3.** for any damage to the product during transport;

**2.1.4.** if the defective product is an integral part of a motor vehicle, aircraft, watercraft or ship;

**2.1.5.** resulting from delays of any kind;

**2.1.6.** relating to loss of income;

**2.1.7.** caused by the product not being installed or operated in accordance with the manufacturer's instructions.

**2.2.** The non-insured events referred to in Section 4 of the GCL Regulations shall also be deemed to be non-insured events, except Clause 4.2.14.

#### **Other conditions**

**3.1.** If it is not possible or economically viable to dismantle the defective product, the insurance covers the cost of other (alternative) action, which cannot exceed the cost of replacing the defective product. Other (alternative) actions, instead of replacing the product with a new one, take appropriate measures to avoid the consequences of the defective product.

**3.2.** The claim for the cost of installation or dismantling of the defective product must be made during the period of validity of the insurance contract and the moment of manufacture of the defective product must have occurred during the period of validity of the insurance cover.

### **15.14. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.14. THE INCLUSION OF CIVIL LIABILITY FOR DAMAGES SUFFERED BY THIRD PARTIES AS A RESULT OF PRODUCT DEFECTS ARISING FROM THE USE, HANDLING, TREATMENT OR PROCESSING OF MACHINERY OR EQUIPMENT MANUFACTURED, SUPPLIED, INSTALLED OR MAINTAINED BY THE POLICYHOLDER**

#### **Subject matter of the insurance**

**1.1.** It is hereby stipulated that, subject to any other provisions of the GCL Regulations which are unchanged as a result of this Supplementary Insurance Clause, BTA shall include in the insurance cover the liability of the Policyholder to compensate third parties for losses caused by defects in the products resulting from the manufacture, treatment or processing of such products by machinery or equipment supplied (manufactured, installed or maintained) by the Policyholder.

**1.2.** This clause covers the following losses:

- 1.2.1.** caused by damage to or loss of products manufactured or processed by the Policyholder's machinery or equipment;
- 1.2.2.** costs incurred by third parties for the processing of defective products;
- 1.2.3.** additional costs incurred to remedy defects in products manufactured or processed by machinery or equipment in order to return the products to a legal and market-conform condition, or costs associated with other means of remedying damage to the product;
- 1.2.4.** related to the inability to sell defective manufactured, processed or processed products using machinery or equipment provided by the Policyholder.

#### **Non-insured Events**

- 2.1.** BTA is not liable for losses under this Supplementary Insurance Clause:
  - 2.1.1.** resulting from delays of any kind;
  - 2.1.2.** relating to loss of income, except for Clause 1.2.4 of this condition.
- 2.2.** The non-insured events referred to in Section 4 of the GCL Regulations shall also be deemed to be non-insured events, except Clause 4.2.15.

#### **Other conditions**

- 3.1.** A claim for defects in a product resulting from the use of machinery or equipment supplied (manufactured, assembled or maintained) by the Policyholder must be made during the period of validity of the insurance contract, and the moment of manufacture of the defective product must have occurred during the period of validity of the insurance cover.

### **15.15. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.15. INCLUSION OF CIVIL LIABILITY IN THE COURSE OF THE POLICYHOLDER'S PROFESSIONAL ACTIVITIES**

#### **Definitions**

- 1.1.** Professional Activity means an activity based on relevant knowledge, skills and intellectual work, which requires specific vocational training and/or study and is regulated by law.
- 1.2.** Damages are the third party's pecuniary loss, as well as the loss of income that the third party would actually have received if the damage had not occurred.
- 1.3.** Third party - a person who is not related to the Insurer and the Policyholder under the concluded Insurance Contract, including the clients of the Policyholder.

#### **Subject matter of the insurance**

- 2.1.** It is hereby stipulated that, subject to the other provisions of the General Part of the GCL Regulations, which remain unchanged by this Supplementary Insurance Clause, BTA shall include in the insurance cover the Policyholder's civil liability for pecuniary damage caused to third parties arising out of the Policyholder's failure to exercise or improper exercise of the professional activities specified in the insurance certificate.
- 2.2.** The following persons are insured together with the Policyholder: The Policyholder's employees performing work on the basis of an employment or civilian contract, provided that they act on the instructions of and under the control of the Policyholder.
- 2.3.** This Supplementary Insurance Clause covers the Policyholder's professional civil liability when all of the following conditions are met:
  - 2.3.1.** when the duties related to the insured professional activity of the Policyholder are not fulfilled or are not properly fulfilled, resulting in damage to a third party;
  - 2.3.2.** the loss is a direct consequence of the actions/inaction of the Policyholder and a causal link is established between the loss and the actions of the Policyholder that led to its civil liability;
  - 2.3.3.** the fault of the Policyholder is established, i.e. The Policyholder did not exercise such care and diligence as was necessary in the circumstances, having regard to the nature of the professional activity;
  - 2.3.4.** The Policyholder shall be liable for damages under the laws of the Republic of Lithuania.
- 2.4.** The insured event shall be deemed to be the submission of a claim for compensation by a third party, once all the conditions set out in Section 3, Clause 3.1 of the GCL Regulations have been met.

#### **Non-insured Events**

- 3.1.** BTA is hereunder not liable for damages:
  - 3.1.1.** unrelated to the insured occupation specified in the insurance certificate;
  - 3.1.2.** when the Policyholder, their employees or agents and/or a third party seek to obtain the insurance benefit unlawfully;

- 3.1.3.** arising from acts related to cash transactions, payments of all kinds, breach of trust and misappropriation, embezzlement and pillage;
- 3.1.4.** non-pecuniary/moral damages, damages resulting from the failure to preserve the client's secrets, and damages resulting from fines, penalties or other sanctions provided for by law or by contract, unless otherwise agreed;
- 3.1.5.** arising from the Policyholder's activities for which the necessary authorisation from the state or other authorities has not been obtained, as well as for damage caused by the Policyholder, their employee or their authorised person who does not have the necessary qualifications, licence, if required by the applicable legislation;
- 3.1.6.** when one of the conditions for the occurrence of the damage was an act (action, inaction) performed by the Policyholder after the date of revocation, suspension or cancellation of the registration, licence, permit to engage in a professional activity, or the date of termination of the contract of employment or any other contract with the authorised person with the Policyholder named in the insurance policy, or during the period of suspension from work, when the Policyholder has been suspended from professional activity by a court decision, or has been deprived of the right to engage in a profession, to practice a certain type of profession, or work in certain types of occupations by a court sentence;
- 3.1.7.** arising from any delays or failure to comply with contractual or statutory deadlines;
- 3.1.8.** arising out of total or partial loss or destruction of property, documents (irrespective of the manner or form of their expression), objects (including magnetic tapes, disks, USB drives and other data media), monetary valuables entrusted to the policyholder, in their possession, unless otherwise agreed;
- 3.1.9.** related to infringement of the law on the protection of personal data, intellectual property rights and licensing rights, and competition law;
- 3.1.10.** related to non-compliance with original estimates or other estimates, as well as settlements between the Policyholder and the recipient of the professional service or the failure of the Policyholder to fulfil a financial obligation;
- 3.1.11.** related to software bugs, improper software installation, automation or magnetic field effects, unless otherwise agreed;
- 3.1.12.** caused to the Policyholder or persons related to the Policyholder;
- 3.1.13.** damage to (or destruction or loss of) a person or tangible property, unless otherwise agreed;
- 3.1.14.** arising from the improper performance or non-performance of a contract (contractual liability) if the scope of liability under the contract is greater than the scope of liability under the law in the absence of a contract, in which case the insurance cover applies to the extent that liability for the damage would have been incurred under the law in the absence of a contract, unless otherwise agreed;
- 3.1.15.** the Policyholder's conduct that goes beyond the scope of the professional services/activities provided in accordance with the legislation, ethical codes and regulations;
- 3.1.16.** damage caused by the insolvency or bankruptcy of the Policyholder;
- 3.1.17.** misapplication, misinterpretation or non-compliance with the laws of other countries;
- 3.1.18.** for repeated claims where the damage is caused by the same unresolved causes;
- 3.1.19.** arising from the advice, recommendations, consultations of the Policyholder, unless otherwise agreed.

**3.2.** The non-insured events referred to in Section 4 of the GCL Regulations shall also be deemed to be non-insured events, except Clause 4.2.16.

#### **Other conditions**

**4.1.** Unless otherwise specified in the insurance contract, the insurance contract under this insurance clause is valid only in the territory of the Republic of Lithuania.

**4.2.** The insurance benefit shall be payable only after the insured event is established.

### **15.16. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.16. INCLUSION OF CIVIL LIABILITY FOR THE LOSS OF DOCUMENTS RELATING TO THE BUSINESS AND ENTRUSTED TO THE POLICYHOLDER**

#### **Subject matter of the insurance**

**1.1.** It is hereby stipulated that, subject to the other provisions of the GCL Regulations unchanged as a result of this Supplementary Insurance Clause, BTA shall include in the insurance cover the civil liability of the Policyholder for pecuniary damages where the civil liability of the Policyholder is caused by total or partial damage, destruction or loss of documents entrusted to the Policyholder from the premises belonging to the

Policyholder (permanent storage place for entrusted documents), in the event of one of the following occurrences:

- 1.1.1.** vandalism and/or theft with intrusion into the Policyholder's premises;
- 1.1.2.** exposure to fire or smoke/soot;
- 1.1.3.** lightning strikes;
- 1.1.4.** flooding/inundation.

**1.2.** Definitions:

**1.2.1.** Burglary is the seizure of property or theft from properly secured premises under at least one of the following conditions:

**1.2.1.1.** the unauthorised removal of the security of premises by mechanical, technological, chemical, biological or other means, including physical force, or access to premises by means of tools and instruments, adapted, forged or genuine keys to the premises, including, but not limited to, code (electronic, magnetic) keys;

**1.2.1.2.** hiding of the offender in the room, building or structure concerned until it is locked/closed. This must be proven during the pre-trial investigation.

**1.2.2.** Vandalism means damage to or destruction of property caused by the deliberate act of third parties after they have broken into or attempted to break into the insured property or the premises where the insured property is located;

**1.2.3.** Fire means a sudden and unexpected fire, whether spontaneous or due to the deliberate action of third parties, in or from a fireplace not intended for that purpose, and capable of spreading by itself;

**1.2.4.** Lightning Strike is the passage of a direct lightning discharge onto the property of the Policyholder, resulting in damage or destruction of that property;

**1.2.5.** Flooding/inundation is the spillage of water, water vapour or liquids from pipes, municipal or local water supply, sewerage, heating or technological installations, or spillage of water or other liquids from an automatically activated fire-fighting system, or from a domestic or industrial installation, which, as a result of a malfunction, may spill water, as well as the effects of water due to the melting of snow or ice accumulations, sudden changes in temperature, and the leaving open of taps or other water switches and valves, if caused by the negligence of the Policyholder, the Insured or third parties. Flooding is not considered to be the case when the activation of the fire-fighting system is related to the elimination of a fire or its consequences, or when the water supply systems themselves or the building (structure) in which they are installed are being repaired, reconstructed or modernised.

**1.3.** For the purposes of this Supplementary Insured Clause, documents entrusted to the Policyholder shall be understood to be documents under his control, whether written, self-created, or otherwise created: contracts, maps, wills, certificates, records, plans, letters, computer system records, and other.

**1.4.** Cover shall include:

**1.4.1.** The actual cost of restoring documents that can be restored, replaced;

**1.4.2.** The third party's losses in respect of the necessary expert and investigative work, as well as the costs awarded by the court.

## **Non-insured Events**

**2.1.** BTA is not liable for damages under this Supplementary Insurance Clause:

**2.1.1.** caused by the loss of documents without any signs of intrusion;

**2.1.2.** caused by repairs or fire in the premises or building;

**2.1.3.** caused by wear and tear, pests, gradual exposure to temperature, climatic conditions or atmospheric agents;

**2.1.4.** caused by damage to computer system recordings, media caused by magnetic field effects or demagnetisation;

**2.1.5.** caused by damage to monetary assets.

**2.2.** The non-insured events referred to in Section 4 of the GCL Regulations shall also be deemed to be non-insured events, except Clause 4.2.17.

## **Other conditions**

**3.1.** The computer system records entrusted to the policyholder must be copied at least once a week to separate data storage media, which must be stored in a safe of at least security class II (second) and certified to the requirements of LST EN I I 43 - 1:2005.



**3.2.** The expert's work must be subject to the written consent of the Insurer and any document recovery work must be agreed in writing with the Insurer.

**3.3.** In the event of non-compliance with the requirements of Clause 3.1 of this Supplementary Insurance Condition, BTA shall be entitled to reduce or refuse to pay the insurance benefit, as appropriate, if the non-compliance has resulted in an increase in the damage or has rendered it impossible to ascertain the circumstances of the accident and the consequences.

**3.4.** If it is established that the theft of property was committed, aided, abetted or mediated by the Policyholder's employees or persons related to the Policyholder, BTA shall have the right of recourse in all cases to the identified perpetrator in respect of the insurance benefit paid out.

#### **15.17. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.17. INCLUSION OF CIVIL LIABILITY INSURANCE FOR REIMBURSEMENT OF NET FINANCIAL LOSSES**

##### **Subject matter of insurance**

**1.1.** It is hereby stipulated that, subject to the other provisions of the General Part of the GCL Regulations, which remain unchanged by this Supplementary Insurance Clause, BTA shall include in the insurance cover the civil liability of the Policyholder to indemnify third parties against net financial loss.

**1.2.** Net financial loss is loss that does not arise as a consequence of damage to a third party resulting from bodily injury or loss of life, or destruction of/damage to tangible property.

##### **Non-insured Events**

**2.1.** BTA is not liable for losses under this Supplementary Insurance Clause:

**2.1.1.** caused by fixed emissions (e.g. noise, vibrations, smells, etc.);

**2.1.2.** caused by abuse and embezzlement arising from financial, credit, insurance, leasing and real estate transactions, as well as from cash transactions and payments of all kinds;

**2.1.3.** caused by recommendations (advice) in design, planning, construction supervision or installation activities;

**2.1.4.** related to violations of the law on the protection of personal data, copyright and licensing rights, fair competition law and antitrust law;

**2.1.5.** related to failure to meet deadlines or estimates (wastage);

**2.1.6.** arising from advice, recommendations or instructions given between related parties;

**2.1.7.** related to organising and running the trip;

**2.1.8.** related to the loss of any item, including the loss of use of the item;

**2.1.9.** related to software bugs, improper software installation (installation), maintenance and upgrades;

**2.1.10.** related to advertising activities;

**2.1.11.** employment-related;

**2.1.12.** related to the actions of a legal entity's management bodies.

**2.2.** The non-insured events referred to in Section 4 of the GCL Regulations shall also be deemed to be non-insured events, except Clause 4.2.18.

#### **15.18. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.18. INCLUSION OF CIVIL LIABILITY INSURANCE FOR THE EXECUTION OF EXPLOSION OR DEMOLITION WORKS**

##### **Subject matter of insurance**

**1.1.** It is hereby stipulated that, subject to the other provisions of the General Part of the GCL Regulations, which remain unchanged by this Supplementary Insurance Clause,

BTA shall include in its insurance cover the civil liability of the Policyholder in respect of pecuniary damage caused to third parties, which has occurred during the performance of blasting or demolition works by the Policyholder.

##### **Non-insured Events**

**2.1.** Under this Supplementary Insurance Clause, BTA shall not be liable for any loss sustained where the damage is caused to property within 150 metres of the site of the object to be blown up or demolished, unless otherwise agreed.

**2.2.** The non-insured events referred to in Section 4 of the GCL Regulations shall also be deemed to be non-insured events, except Clause 4.2.19.

**15.19. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.19. THE INCLUSION OF CIVIL LIABILITY FOR CLAIMS MADE AGAINST EACH OTHER BY PERSONS (COUNTERPARTIES) INSURED UNDER THE SAME CONTRACT (CROSS LIABILITY)**

**Subject matter of the insurance**

**1.1.** It is hereby stipulated that, subject to the other provisions of the General Part of the GCL Regulations, unchanged by this Supplementary Insurance Clause, BTA shall include in the insurance cover the civil liability of the Insured Persons under a single contract in respect of any pecuniary damage caused to any of the Insured Persons as a result of their failure to carry out, or their improper carrying out, of an insured activity as specified in the certificate of insurance.

**Non-insured Events**

**2.1.** BTA is not liable for damages under this Supplementary Insurance Clause:

**2.1.1.** suffered by the employer's employees as a result of the employer's wrongful action or inaction;

**2.1.2.** the costs to the employer caused by the employee's misconduct or inaction;

**2.1.3.** in the case of storage, management or possession of objects, tools, equipment (devices) or machinery used by the Insured in the course of their business or located in the customer's territory (site);

**2.1.4.** damage caused by the insolvency or bankruptcy of the Policyholder.

**2.2.** The non-insured events referred to in Section 4 of the GCL Regulations shall also be deemed to be non-insured events, except Clause 4.2.21.

**15.20. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.20. INCLUSION OF CIVIL LIABILITY FOR NON-PERFORMANCE OR IMPROPER PERFORMANCE OF CONTRACTUAL OBLIGATIONS (CONTRACTUAL LIABILITY)**

**Subject matter of the insurance**

**1.1.** It is hereby stipulated that, subject to any other provisions of the General Part of the GCL Regulations that remain unchanged as a result of this Supplementary Insurance Clause, BTA shall include in the insurance cover the Policyholder's civil liability for pecuniary damage caused to third parties arising out of the non-performance or improper performance of the contract.

**Non-insured Events**

**2.1.** BTA is not liable for damages under this Supplementary Insurance Clause:

**2.1.1.** caused by penalties or interest payable under the contract, unless otherwise agreed;

**2.1.2.** resulting from time or cost overruns, unless otherwise agreed;

**2.1.3.** resulting from wilful breach of contractual obligations;

**2.1.4.** arising from the unlawful obtaining of an insurance benefit;

**2.1.5.** misappropriation or embezzlement of money entrusted under a contract;

**2.1.6.** claims arising out of suretyship insurance relationships.

**2.2.** The non-insured events referred to in Section 4 of the GCL Regulations shall also be deemed to be non-insured events, except Clause 4.2.21.

**15.21. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.21. INCLUSION OF CIVIL LIABILITY INSURANCE FOR THE MANAGEMENT OF HAZARDOUS TRANSPORT EQUIPMENT**

**Subject matter of the insurance**

**1.1.** It is hereby stipulated that, subject to the other provisions of the General Part of the GCL Regulations, which remain unchanged by this Supplementary Insurance Clause, BTA shall include in its insurance cover the civil liability of the Policyholder in respect of pecuniary damage caused to third parties, arising from the operation of land vehicles by the Policyholder.

**1.2.** Civil liability in respect of risks insurable under Compulsory Motor Third Party Liability Insurance shall not be considered as a subject matter of the insurance and shall not be insured.

**Non-insured Events**

**2.1.** BTA is not liable for damages under this Supplementary Insurance Clause:

**2.1.1.** caused by improper operation of a land vehicle;

**2.1.2.** caused by a driver under the influence of alcohol, drugs or other toxic substances;

**2.1.3.** where the driver of the vehicle has left the scene of the accident or failed to report the accident to the competent authorities in accordance with the law;

**2.1.4.** where the driver/operator of the vehicle was not entitled to drive the vehicle;

- 2.1.5.** where the vehicle has not been used for its intended purpose;
- 2.1.6.** where the damage to the vehicle or its owner and his/her property.
- 2.2.** The non-insured events referred to in Section 4 of the GCL Regulations shall also be deemed to be non-insured events, except Clause 4.2.22.

## **15.22. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.22. CIVIL LIABILITY FOR NON-PECUNIARY DAMAGE**

### **Subject matter of the insurance**

- 1.1.** It is hereby stipulated that, subject to the other provisions of the General Part of the GCL Regulations that remain unchanged as a result of this Supplementary Insurance Clause, BTA shall include in the insurance cover the Policyholder's civil liability for non-pecuniary damage caused to third parties arising out of the performance of the insured activity by the Policyholder (civil liability in connection with the insured product or activity), which is the result of bodily injury to a third party, impairment of health, disorder or loss of life during the insured event.
- 1.2.** Non-pecuniary damages related to civil liability insurable under the Compulsory Motor Third Party Liability Insurance shall not be considered as a subject matter of the insurance and shall not be insured.

### **Non-insured Events**

- 2.1.** BTA is not liable for damages under this Supplementary Insurance Clause:
  - 2.1.1.** against damage to professional reputation, defamation and other personal moral rights;
  - 2.1.2.** The non-insured events referred to in Section 4 of the GCL Regulations shall also be deemed to be non-insured events, except Clause 4.1.2.

## **15.23. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.23. RETROACTIVE DATE**

### **Supplementary clauses**

- 1.1.** It is hereby stipulated that, subject to any other provisions of the General Part of the GCL Regulations that remain unchanged as a result of this Supplementary Insurance Clause, this Supplementary Insurance Clause shall cover the liability of the Insurer for damage occurring during the retroactive period, that is to say, during the period of time agreed between the parties prior to the commencement of the insurance contract.
- 1.2.** The retroactive period is specified in the insurance certificate as a specific date and time from which the cover applies, subject to other conditions set out in the Insurance Contract, and ends when the period of the insurance contract begins on the date set out in the insurance certificate.
- 1.3.** Unless otherwise agreed, the insured object shall be deemed to be subject to all the terms and conditions of the insurance contract during the retroactive period. In this case, the indemnity shall also cover the damage resulting from the actions/inaction of the Policyholder in relation to the insured activity or product, where these actions (inaction) were carried out retroactively and the claim for indemnity is made during the period of validity of the insurance contract after the conclusion of the insurance contract.
- 1.4.** In the event that it turns out that the insured event and the claim were known to the Policyholder before or at the time of conclusion of the insurance contract, no insurance benefit shall be paid.
- 1.5.** The insurance contract shall come into force:
  - 1.5.1.** the insurance contract shall enter into force after the payment of the insurance premium, or the first instalment if the payment of the premium is staggered, as specified in the Insurance Contract, but not earlier than from the date of the insurance contract as specified in the insurance certificate. Upon payment of the premium, the insurance contract shall come into force and the insurance cover shall start to apply retroactively, i.e. for insured events occurring from the beginning of the specified coverage period until the contract comes into force;
  - 1.5.2.** if only part of the premium has been paid, or only part of the first instalment of the premium if payment of the premium has been made in instalments, the insurance contract shall not take effect and the insurance cover shall not be provided, and the premium paid shall be refunded to the Policyholder within a reasonable time.

## **15.24. INDIVIDUAL INSURANCE CLAUSE NO. 011.1.24. EXTENDED THE CLAIM PERIOD**

### **Supplementary clauses**

- 1.1.** It is hereby agreed that, subject to any other provisions of the General Part of the GCL Regulations that have not changed as a result of this Supplementary Insured Clause, as well as any other Supplementary Insured Clauses included in the policy, under this Supplementary Insured Clause, the parties agree that a claim for damage caused to a third party during the period of cover of the Policyholder may be made within

an extended claim period, which is determined by a specific date and time. The following Supplementary Clause shall be inserted: either in the insurance certificate on the date of conclusion of the insurance contract or during the term of the insurance contract already in force, by means of an addendum to the insurance contract.

**1.2.** In the event that this Supplementary Insurance Clause is redeemed during the term of the insurance contract:

**1.2.1.** the request for the inclusion of this clause must be made by the Policyholder before the period of validity of the insurance cover has expired;

**1.2.2.** the additional premium for this condition must be paid no later than the last day of the insurance cover. It is agreed that failure to pay the additional premium when due shall render this Supplementary Clause null and void.

**1.3.** The extended claim period shall commence immediately, without interruption, after the expiry of the standard claim submission period under these GCL Regulations.