



# CONTRACTOR'S PLANT AND MACHINERY INSURANCE

Terms and Conditions No. 09ST.02

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**bta**  
VIENNA INSURANCE GROUP

BTA and Policyholders enter into Contractor's plant and machinery Insurance Contracts in accordance with these Terms and Conditions.

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## GENERAL TERMS AND CONDITIONS

### 1. DEFINITION OF AN INSURANCE CONTRACT

**Insured** – a person whose interests shall be covered:

- In case of property insurance – the owner of property covered by the insurance contract or other person named in writing in the contract;
- In case of third party liability insurance – a person whose property interests arising from third party liability are covered;
- In case of person's insurance – a natural person indicated in the insurance contract, whose health, life or physical condition is covered under the insurance contract.

**Policyholder** – a person who has applied to BTA to contract for insurance or to whom BTA has offered to enter into an insurance contract, or who has signed an insurance contract with BTA for own benefit or for benefit of other persons.

**Insurer** – AAS BTA Baltic Insurance Company, represented by its Lithuanian Branch, hereinafter – BTA.

**Insurance premium** – an amount of money set in the insurance contract which is payable by the Policyholder to BTA under the Terms and Conditions of the insurance contract for the insurance cover.

**Insurance interest** – the interest of the Insured not to incur losses upon occurrence of the insured risk.

**Insurance benefit** – an amount of money payable upon occurrence of the event insured or delivery of services if so is stipulated in the insurance contract.

**Insurance object** – property interests relating to human life and/or health, property or third party liability.

**Insurance risk** – a probability for the event insured to occur in future beyond control of the Policyholder and/or Insured.

**Sum insured** – a sum of money specified in the insurance contract, or a sum of money calculated in the procedure described in the insurance contract which is the limit of indemnity (insurance benefit).

**Insurance contract certificate (policy)** – a document confirming the conclusion of an insurance contract and covering the terms and conditions of the insurance contract agreed upon by BTA and the Policyholder.

**Parties to the insurance contract** – the Policyholder and BTA.

**Insurance contract** – an agreement between BTA and the Policyholder according to which the Policyholder undertakes to pay the insurance premium of the agreed by the time limit fixed in the insurance contract and to fulfil other obligations stipulated in the insurance contract, and BTA undertakes to pay the benefit upon occurrence of the insured event in accordance with the Terms and Conditions of the insurance contract.

**Event insured (risk covered)** – incidents stipulated in the insurance contract upon occurrence of which BTA is obliged to pay the insurance benefit.

**Double insurance** – cases when the Policyholder signs several insurance contracts with different insurance undertakings to cover the same risks. In such case, the Policyholder must notify BTA in writing of other insurance contract concluded by him and to specify the sums insured and other contractual terms and conditions. Otherwise, the Insurer, having paid the insurance benefit, shall become entitled to recover the respective part of the paid insurance benefit.

**Deductible** – a portion of insurance benefit stipulated in the insurance contract and not indemnified by BTA. The deductible shall be defined as a specific amount of money and/or as percentage unless the insurance policy specifies otherwise. Where the insurance contract provides for several types of deductibles in respect of the same risk, the largest of them shall always apply.

**Compensation principle** – insurance principle, according to which insurance indemnity is calculated on the basis of the amount of loss sustained in an insured event.

**Beneficiary** – a person named in the insurance contract, or a person appointed by the Policyholder or, in cases stipulated in the insurance contract, by the Insured and entitled to receive insurance benefits.

**Non-insured event** – an occurrence in respect of which BTA does not pay the insurance benefit.

**Underinsurance** – cases when the established sum insured is less than the value of insurance. In such cases, upon occurrence of the event insured BTA shall indemnify a portion of the benefit in proportion to the ratio of the sum insured and the value of insurance.

**Additional insurance** – cases when only a portion of the value of property or risk is insured. In such cases the Policyholder shall be entitled to enter into an additional insurance contract with the same or any other insurer. However, the total sum insured under all insurance agreements shall not exceed the value of insurance.

**Application to contract for insurance** – a document in the form established by BTA for the Policyholder to provide with information required for the entering into the insurance contract. The application shall not be required, if the Policyholder provides BTA with information which BTA considers sufficient to assess insurance risks. Acceptance of the application to contract for insurance does not obligate BTA to sign the insurance contract.

Written document:

- a document executed in writing and containing all necessary particulars, including signature affixed in accordance with valid legislation of the Republic of Lithuania;
- transmitted by telegraph, facsimile or other telecommunications terminal equipment, provided that the protection of the text is ensured, and it is possible to identify the signature, including an e-message.

**Persons related to the Policyholder and/or the Insured**, who are also bound by the fulfilment of obligations established for the Policyholder:

- a) Persons living together with the Policyholder or the Insured;
- b) Persons responsible for insurance object pursuant to an agreement with the Policyholder or the Insured;
- c) Persons sharing insurance interests together with the Policyholder or the Insured, or other persons named in the insurance contract;
- d) Persons related to the Policyholder or the Insureds under employment, service delivery or other legal relationships and bound to act in conformity with the safety requirements.

**Third party** – in the case of civil liability insurance – a person who has suffered losses due to the Policyholder's or/and Insurer's acts or omissions and who is eligible to receive the insurance benefit in accordance with the Terms and Conditions of the insurance contract.

## 2. VALIDITY OF INSURANCE COVER

**2.1.** A period of insurance means a period when insurance cover is in force.



- 2.2.** The insurance cover shall come into force at 00:00 o'clock on the date indicated in the insurance contract, but not earlier than the premium or its first instalment is paid down, if:
- 2.2.1.** the date of payment of the insurance premium or its first instalment is not indicated in the insurance contract;
  - 2.2.2.** the beginning of the insurance period coincides with the date of payment of the premium or its first instalment;
  - 2.2.3.** the time limit for paying the premium or its first instalment precedes the beginning of the insurance period.
- 2.3.** Where the coming into force of the insurance cover is linked to the payment of the insurance premium or its first instalment, the insurance cover shall come into force on the next day at 00:00 following the receipt of payment, but not earlier than specified in the insurance contract.
- 2.4.** The insurance benefit shall not be paid if the event occurs before the entry into force of the insurance cover.
- 2.5.** Where the insurance contract stipulates that the premium should be paid after the first day of the insurance period, the cover shall come into force at 00:00 on the first day of the insurance period.
- 2.6.** The insurance contract shall expire at 24:00 o'clock on the last day of the insurance period specified in the insurance contract unless terminated earlier for other reasons

### **3. POLICYHOLDER'S DUTY TO DISCLOSE**

- 3.1.** Prior to signing the insurance contract, the Policyholder undertakes to provide BTA with true and complete information requested by BTA in relation to the insurance object and necessary for the assessment of insurance risks.
- 3.2.** Where the Policyholder knowingly conceals information necessary for the assessment of the insurance risk or knowingly provides incorrect or incomplete information, BTA shall be entitled to claim nullification of the insurance contract and retain the paid down insurance premium.
- 3.3.** When insurance contract regarding insurance of the same insurance object is concluded repeatedly immediately following the previous insurance contract and, the Policyholder or the Insured, when concluding the repeated insurance contract, do not specify that the information provided upon conclusion of the previous insurance contract has changed, BTA will assume that the previously provided information has not changed.
- 3.4.** The Policyholder is required to promptly notify of any changes which occur during the period of validity of the insurance contract, and which are likely to increase the insurance risk. The changes required to be disclosed include:
- 3.4.1.** significant changes relating to the insurance object;
  - 3.4.2.** changes in the manner/ways of using the insurance object.
  - 3.4.3.** other significant circumstances due to which the insurance risk increases.
- 3.5.** Where information provided to BTA about the insurance object and risks covered changes and this results in insurance risk increase, as well as in case BTA is misled by minor misrepresentations of the Policyholder, BTA shall be entitled to offer the Policyholder, within a period of 1 month from the date of getting aware, to amend the Terms and Conditions of the insurance contract, including the amount of the insurance premium.
- 3.6.** Where the Policyholder disagrees to the amendment of the Terms and Conditions of the insurance contract or fails to give any answer to BTA within 1 (one) month from the date of dispatch of the notice of the proposed amendments, BTA shall be entitled to terminate the insurance contract upon expiration of the time limit stipulated in this paragraph without any further notice.
- 3.7.** Where BTA proves that being aware of the risk increase, it would have not entered into the insurance contract, BTA shall be entitled to claim termination of the insurance contract within 2 months from getting aware of the risk increase.
- 3.8.** Violation of the Policyholder's duty to disclose information shall also incur other legal consequences entrenched in the legislation of the Republic of Lithuania.

#### 4. INSURANCE PREMIUM AND PAYMENT PROCEDURE

- 4.1.** The Policyholder must pay insurance premium to BTA in the amount and by the due date set in the insurance contract.
- 4.2.** The premium shall be deemed paid:
  - 4.2.1.** if the insurance premium is paid by bank transfer – from the moment of receiving the relevant amount to the bank account of BTA or its authorized insurance intermediary.
  - 4.2.2.** if the insurance premium is paid using other payment methods – from the date specified in the particular document supporting the fact of payment. For obtaining the list of payment methods please visit internet website [www.bta.lt](http://www.bta.lt), or call us by phone (8 5) 2600 600;
- 4.3.** In case of failure to pay the premium by the due date set in the insurance contract, the Policyholder shall pay BTA a default interest in the amount of 0.02 % for each day overdue. However, the total amount of the penalty may not exceed 10 % of the outstanding insurance premium amount. The above-indicated default interest shall not apply in the following cases:
  - 4.3.1.** the premium is paid as a lump sum;
  - 4.3.2.** in respect of the first payment, if the premium is paid in instalments.
- 4.4.** Should the Policyholder fail to pay the premium or any part thereof by the due date set in the insurance contract (with the exception of case when the coming into force of the insurance contract is linked to payment of the insurance premium or its part), BTA informs the Policyholder in writing that in the event of the failure to pay in the insurance premium or its part within 30 days of receipt of the notice, the insurance contract will be terminated.

#### 5. CONTRACTING FOR INSURANCE BY MEANS OF DISTANCE COMMUNICATION

- 5.1.** Insurance contract can be concluded by means of distance communication, i.e., by means of post, internet, electronic mail, telephone or other means of information exchange.
- 5.2.** When insurance contract is concluded by a Policyholder, who is a consumer, then such insurance contract shall be subject to the Guidelines for the composition of non-life insurance contracts, which are publicly available on BTA's website [www.bta.lt](http://www.bta.lt). Guidelines for the composition of non-life insurance contracts, among other things, describes the procedure of exercising the withdrawal rights, i.e., the rights to withdraw from the concluded insurance contract.
- 5.3.** Consumer is a natural person, concluding an insurance contract for a purpose unrelated to its business or professional activity.

#### 6. EXPIRATION AND AMENDMENT OF THE INSURANCE CONTRACT

- 6.1.** In the event of a change of ownership of the insured vehicle, the insurance cover is only available until 24 hours 00 minutes of the next working day, after which the insurance cover for that vehicle shall cease.
- 6.2.** The insurance contract shall expire at 24:00 on the last day of the insurance period unless otherwise agreed by the Policyholder and BTA.
- 6.3.** The Policyholder shall be entitled to terminate the insurance contract at any time giving a 15 days' notice to BTA in writing. In this case, the insurance contract shall be deemed terminated as of the date indicated in the notice, but not earlier than on the 15<sup>th</sup> day after receipt of the notice of termination.  
Such being the case:
  - 6.3.1.** where there was no payment of insurance benefit effected and no claims were lodged within the period of validity of the insurance contract, the Policyholder shall be repaid, within 20 calendar days from the receipt of the Policyholder's notice, the insurance premium, less costs of conclusion and performance of the insurance contract (30% of the sum to be repaid);
  - 6.3.2.** if during the period of validity of the insurance contract the insurance benefit was paid and/or reserved or claims were filed, within 20 calendar days of receipt of the Policyholder's notice, BTA shall repay to the Policyholder the part of the premium which is equal to the difference between the unused portion of the premium for the remaining period of the contract and the insurance benefit paid, having deducted the costs of conclusion and performance of the insurance contract (30% of the repayable amount).

- 6.4.** The Terms and Conditions of the insurance contract may be modified or amended only upon a written agreement between BTA and the Policyholder.
- 6.5.** The insurance contract may be terminated on other grounds stipulated in the insurance legislation of the Republic of Lithuania governing legal relationships in insurance contracts.

## **7. GENERAL EXCLUSION CLAUSE**

- 7.1.** Unless the insurance contract stipulates otherwise, BTA shall not pay insurance benefits for:
  - 7.1.1.** terrorist acts (the acts involving the use of, or threatening to use, force or violence, committed by a group of persons acting independently or on behalf of any organization or government, committed for political, religious, ideological or ethnic ends for the purpose of putting in fear or exerting influence on the government, public or any section of the public); losses incurred in relation to the prevention of terrorist acts shall not be compensated either;
  - 7.1.2.** war, invasion, hostile acts of foreign countries or other operations attaining the same level, such as civil war (whether or not the war is declared), riots, strikes, rebels, commotions, revolution, military situations, marauding, vandalism, sabotage; strike, lockout, public disorder attaining the level of a coup or riot, seizure of property, nationalization, when this is caused or authorized, whether legally or not, by the public authorities; other political risks and any other losses or costs directly or indirectly sustained in relation to the prevention of such acts shall not be compensated either;
  - 7.1.3.** direct or indirect nuclear explosion, nuclear power or impact of radioactive substances; direct or indirect radioactive contamination;
  - 7.1.4.** malicious acts by the Policyholder, Insured or Beneficiaries.
- 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 (upon condition that it does not violate any regulations or regulatory enactments, applicable to BTA);
  - 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.** It shall not be considered an insured event, and the losses shall not be indemnified, if occurred directly or indirectly related to:
  - 7.3.1.** Regulatory enactments issued by the state;
  - 7.3.2.** State of emergency or exceptional state announced, moreover, no losses or expenses shall be indemnified, directly or indirectly related to any measures intended to avert the state of emergency or the exceptional state;
  - 7.3.3.** Epidemics or pandemics.

## **8. INSURER'S OBLIGATIONS UPON OCCURRENCE OF THE INSURED RISK**

- 8.1.** In order to become eligible to the insurance benefit upon occurrence of an insured risk, the Policyholder or the Insured must:
  - 8.1.1.** immediately, but no later than within 3 working days (unless specified otherwise in the special terms and conditions of the Terms and Conditions) notify BTA of the occurrence of a potential insured event in accordance with the procedure laid down in the special terms and conditions of the Terms and Conditions. If the Policyholder or the Insured notifies BTA of the occurrence of the insured risk with delay, the Policyholder or the Insured must prove that it was impossible to notify in good time;
  - 8.1.2.** to immediately report to competent authorities (e.g., medical establishments, the Fire and Rescue Department, the police, emergency services, etc.);
  - 8.1.3.** to follow all instructions given by BTA and to take all and any measures to mitigate the damage and prevent its occurrence or increase;

- 8.1.4.** to make it available for BTA to inspect the scene of the event, to investigate it and examine witnesses so that BTA would be able to identify the causes and size of damages;
  - 8.1.5.** to provide with any information and documents requested by BTA, including commercial secrets, if any, known to the Policyholder or the Insured so that BTA would be able to identify the causes and size of damages;
  - 8.1.6.** unless instructed by BTA otherwise, to preserve, where possible, the scene unchanged while waiting for BTA's representative. This paragraph shall not apply in as much as it is necessary to fulfil the requirements in clause 8.1.3 above;
  - 8.1.7.** if the insurance object cannot be preserved without changing its condition after the accident due to the fulfilment of the obligations referred to in clause 8.1.3 of these Terms and Conditions or other legal and justified reasons, to ensure that the pictures of the damaged insurance property are taken as soon as possible or the damaged insurance object is filmed so that its damages are registered and submit the pictures or the video recording to BTA by e-mail [zalos@bta.lt](mailto:zalos@bta.lt) or in another way approved by BTA.
- 8.2.** Where the Policyholder, Insured or Beneficiary deliberately or by gross negligence fails to fulfil the obligations stipulated in the Terms and Conditions, BTA shall be entitled to reduce or disallow payment of the insurance benefit.

## 9. INSURANCE BENEFITS

- 9.1.** The insurance indemnity is paid down within 15 days after receipt of all information required for the establishment of the fact, circumstances and consequences of the event insured as well as for the identification of the amount of insurance benefit.
- 9.2.** If theft or robbery of the insurance object has taken place, whereby the insurance indemnity is paid and then the insurance object is found, then BTA shall be entitled to request and be refunded the disbursed insurance indemnity or to acquire the property rights to the insurance object. If BTA has made a decision not to keep the found insurance object, but the found insurance object is damaged, then, when refunding the received insurance indemnity to BTA, the Insured shall deduct the expenses necessary for the repair of the found damaged insurance object in the amount agreed upon with BTA.
- 9.3.** If the event is the risk covered, but the Policyholder and BTA fail to agree as to the amount of benefit, on the Policyholder's request BTA pays down an amount equal to the benefit indisputable by the parties, if definite establishment of the amount of damage lasts for a period exceeding 3 months.
- 9.4.** Where BTA delays payment of the benefit for its own fault, BTA shall pay a default interest in the amount of 0.02 % of the outstanding benefit for each day overdue. However, the total amount of the penalty may not exceed 10 % of the outstanding insurance indemnity amount.
- 9.5.** For the purpose of paying insurance benefits, all insurance premiums (for a current insurance year), which are mature on the date of paying the benefit, shall be accounted. Pending premiums can be also accounted if so agreed by the Policyholder. If the insurance object is killed, destroyed or lost as a result of the event insured, all premiums pending in accordance with the insurance contract shall be deducted.
- 9.6.** In case BTA is or will be unable to make a recourse claim by subrogation due to malicious intent or gross negligence of the Insured, BTA may opt for not paying the insurance indemnity in the amount for which a claim is not or will not be possible to be brought, or, if insurance indemnity has already been disbursed, demand its refund from the Insured.
- 9.7.** At the request of the person entitled to claim insurance indemnity, BTA will enable this person to study the documents, based on which BTA had made the decision of insurance indemnity payment or rejection, or issue copies of the documents for a fee not exceeding the costs of producing the document copies.  
BTA does not enable this person, entitled to claim insurance indemnity, to study the documents or issue copies of the documents, if:
  - 9.7.1.** BTA has submitted documents to law enforcement institutions for criminal investigation of the insured risk occurrence circumstances;
  - 9.7.2.** the documents contain a trade secret of another person, which the person entitled to claim insurance indemnity is not entitled to obtain;
  - 9.7.3.** the documents contain a personal data, which the person entitled to claim insurance indemnity is not

entitled to obtain.

## 10. COMPLAINT HANDLING AND DISPUTE SETTLEMENT PROCEDURE

- 10.1.** Procedure how BTA handles a complaint for being dissatisfied with insurance contract or insurance services submitted by the submitter of insurance application, the Policyholder, the Insured, the Beneficiary and another person entitled to claim insurance indemnity, is publicly available on BTA's website [www.bta.lt](http://www.bta.lt).
- 10.2.** Any disputes arising between the parties to the insurance contract shall be settled by way of negotiations. In case of failure to reach agreement by way of negotiations, all disputes arising from and in relation to the violation, termination or invalidity of from the insurance contract shall be settled in compliance with legal acts of the Republic of Lithuania before courts of the Republic of Lithuania according to the place of registered office of BTA Lithuanian branch.

## 11. PROCESSING OF PERSONAL DATA

- 11.1.** BTA, as the personal data controller under, processes personal data of natural persons in compliance with personal data processing requirements defined in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and other regulatory enactments.
- 11.2.** The principles of processing of personal data conducted by BTA are published on BTA's privacy policy at [www.bta.lt](http://www.bta.lt).

## 12. SUBROGATION AND RIGHT OF RECOURSE

- 12.1.** Upon disbursement of the insurance benefit, the Insurer shall acquire the right of claim to the amounts paid from the person responsible for the inflicted damage (subrogation or right of recourse). The Policyholder, the Insured or the Beneficiary must communicate to BTA all requested information necessary for the Insurer in order to be able to properly implement the right of claim transferred to him.

## 13. CONFIDENTIALITY

- 13.1.** The parties undertake not to disclose any confidential information received on the basis of contractual or pre-contractual legal relationships to any third parties, and not to use such information in the manner which would infringe the interests of the other party to the insurance contract. BTA shall have the right to provide to independent experts and reinsurers all necessary information received on the basis of the contractual or pre-contractual relationships, and to store such information in BTA's databases. This duty shall not apply when the parties must disclose the information to competent public authorities in compliance with requirements of legal acts of the Republic of Lithuania.

## 14. MISCELLANEOUS

- 14.1.** Any notice to be communicated by the Policyholder or BTA to each other shall be delivered by the time limits set in the Terms and Conditions using one of the below specified methods:
- 14.1.1.** delivering to the Policyholder to the addresses specified in the insurance policy or other written documents or in the notifications of the parties on the change of addresses of their registered offices;
  - 14.1.2.** sending as a postal item by registered mail;
  - 14.1.3.** sending by e-mail, when this method of notification is provided for by the parties in the contract or when they express their consent to exchange the information in this manner by actions;
- 14.2.** BTA is entitled to cede its rights and obligations to other insurance undertakings in the statutory procedure. If the Policyholder disagrees with the Insurer's intention to transfer its rights and obligations under the insurance contract, the Policyholder is entitled to terminate the insurance contract within one month from the cession of the rights and obligations. In this case the Policyholder shall be refunded the paid in premiums for the remaining period of the insurance contract validity.
- 14.3.** Contractual insurance relations shall be governed by the law of the Republic of Lithuania.
- 14.4.** The insurance contract shall be signed on the basis of the General and Special terms and conditions. In case of any differences between the special and/or individual insurance terms and conditions, as stipulated in the



insurance contract (policy), and the General terms and conditions herein, the special and/or individual insurance Terms and Conditions shall take precedence.

- 14.5.** The Policyholder, Insured, Beneficiary and other persons acquiring any rights on the basis of the insurance contract are required to fulfil the obligations stipulated in the Terms and Conditions.
- 14.6.** The Terms and Conditions are effective from the date of being approved by BTA board unless it provides for another date for the Terms and Conditions to come into effect.
- 14.7.** In case of any differences or discrepancies between the languages, the wording in the Lithuanian language shall prevail.
- 14.8.** The Terms and Conditions are available on BTA's web site at <http://www.bta.lt>.

## **SPECIAL TERMS AND CONDITIONS**

### **1. SIGNIFICANT CIRCUMSTANCES OF INSURANCE CONTRACT**

- 1.1.** The Insurance Contract is concluded based on all known correct information provided by the Policyholder, which may have a significant impact on the insurance risk assessment. The Policyholder is responsible for the correctness of the data provided.
- 1.2.** Significant circumstances are deemed to be true and accurate information about:
  - 1.2.1.** equipment to be insured (intended use of equipment, brand, model, year of manufacture, technical characteristics, other risk factors);
  - 1.2.2.** loss and damage history;
  - 1.2.3.** other circumstances described in these rules or stated in the application for the conclusion of the contract.
- 1.3.** The insurance contract is concluded on the basis of the Policyholder's oral request, unless the Policyholder submits a written request.
- 1.4.** The insurance contract consists of: insurance Terms and Conditions, insurance certificate, application for the conclusion of the contract (if it was submitted), other submitted documents or annexes to the insurance contract.
- 1.5.** If the individual insurance conditions specified in the insurance certificate, annexes or other individual documents and these Terms and Conditions differ from each other, the individual insurance conditions take precedence.
- 1.6.** During the validity of the insurance contract, the policyholder must immediately report all changes due to the significant circumstances that were specified when concluding the contract, as well as those changes that occurred during the validity of the insurance contract and which may increase the probability of the occurrence of the insured event or may increase the amount of the possible damage. If the insurance contract does not specify the changed essential terms of the agreement, BTA will reduce the payout in proportion to the increased risk. If it is found that such a risk would not have been covered by the insurance, BTA will refuse to pay the insurance compensation. Such changes are considered to be:
  - 1.6.1.** change of the data provided when concluding the insurance contract, specified in the insurance contract;
  - 1.6.2.** special-purpose equipment transferred to third parties for use on the basis of rent or use, if this was not specified when concluding the insurance contract and it is not specified in the insurance certificate;
  - 1.6.3.** failure of protective measures (equipment).
- 1.7.** The consequences that may occur if the Policyholder does not report changes due to significant circumstances or other changes that occurred during the validity of the insurance contract and due to which the insurance risk increased are specified in Clause 3 of the General Terms and Conditions and Clause 11.1.2 of the Special terms and conditions.
- 1.8.** If the risk-increasing circumstances specified at the time of concluding the insurance contract have changed during the validity of the insurance contract, the customer may apply to BTA for changing the conditions of the insurance contract and the insurance premium taking into account the reduced risk.

### **2. INSURANCE OBJECT**

- 2.1.** On the basis of these Terms and Conditions, the following objects may be prohibited:
  - 2.1.1.** special-purpose equipment specified in the insurance certificate: agricultural, construction, forest, storage and other equipment (hereinafter referred to as special-purpose equipment). It is prohibited to use factory equipment with all the devices installed by the manufacturer. All additional equipment, implements or other accessories are considered insured only if they are listed in the insurance contract and their insured amount is indicated;
  - 2.1.2.** other mobile, moving or transported devices, inventory, agricultural implements with a non-permanent place of use (hereinafter referred to as – special-purpose equipment).

- 2.2.** Under these insurance Terms and Conditions, the following objects are not insured and the insurance contract does not cover them, unless BTA and the Policyholder concluded a separate agreement for this:
- 2.2.1.** floating devices, devices installed on floating platforms, docks, or operating in close proximity to water (at quays, piers, etc.) or in water;
  - 2.2.2.** water and air vehicles;
  - 2.2.3.** transport intended for the transportation of goods or passengers;
  - 2.2.4.** operating and auxiliary materials (lubricants, fuel, coolant, other operating fluids, and spare parts);
  - 2.2.5.** other parts that are replaced frequently during the service life (e.g., dies, moulds, sieves, filter materials, rubber, textile and artificial material coatings, bearings, etc.);
  - 2.2.6.** all kinds of tools.
- 2.3.** In the event of an agreement on the insurance of any of the objects provided for in Clause 2.2 of Special terms and conditions, this fact must be clearly stated in the insurance certificate, otherwise the insurance coverage for such object is not valid and the insurance benefit for such object is not paid.

### 3. INSURANCE OPTIONS

- 3.1.** Under these insurance Terms and Conditions, special-purpose equipment may be insured in one of the following ways:
- 3.1.1.** Classic coverage;
  - 3.1.2.** Maximum coverage.
- 3.2.** The option of insurance of special-purpose equipment is specified in the insurance certificate.

### 4. CLASSIC COVERAGE

- 4.1.** Special-purpose equipment is insured by classic coverage against sudden and unexpected damage, destruction or loss due to the insured events listed below. The conditions set out in Section 5 of the Special terms and conditions shall not apply to this option. BTA compensates damages resulting from the risks specified in the insurance certificate and the cause of which is not specified in Section 6 of the Special terms and conditions as a non-insured event.:
- 4.1.1.** CAR ACCIDENT – a road traffic event, when the insured special-purpose equipment was damaged or destroyed while participating in traffic in a place designated for road traffic as a result of a collision with another vehicle not owned by the policyholder or with other moving or stationary objects, or overturning. The event must be registered in accordance with the procedure established by the Road Traffic Rules. The insurance coverage does not apply if the insured special-purpose equipment was operated in places not intended for road traffic (was driven through frozen bodies of water, forests, fields, meadows, construction sites, quarries, etc.);
  - 4.1.2.** FIRE:
    - 4.1.2.1.** fire – a fire (including arson) originating from a fire point not intended for this purpose or outbreaking from it and capable of spreading spontaneously. Damages incurred while extinguishing the fire are also compensated;
    - 4.1.2.2.** lightning strike – direct lightning discharge to the insured special-purpose equipment. Damages incurred as result of trees or other objects falling on the insured property due to the impact of lightning are also compensated;
    - 4.1.2.3.** explosion (including detonation) – a change in the physical state of a substance, during which a large amount of suddenly heated and expanding gas or steam is released, which affects the environment by a large shock wave;
    - 4.1.2.4.** controlled flying machine – falling of a controlled flying machine, its parts or cargo on the insured special-purpose equipment.

#### **4.1.3. NATURAL FORCES:**

- 4.1.3.1.** storm – strong wind, when the wind speed during the gust is 17 m/s and more. Damages due to trees or other objects falling on the insured property during a storm are also compensated;
- 4.1.3.2.** downpour – short-term intense rain when 15 mm or more of precipitation falls in 12 hours or less;
- 4.1.3.3.** hail – short-term precipitation of ice pieces, usually characteristic of the warm season;
- 4.1.3.4.** snow pressure – heavy snowfall, when 20 mm or more precipitation falls within 48 hours or a shorter period of time and at least 20 cm thick layer of snow cover is formed and with its own weight breaks or damages the insured property;
- 4.1.3.5.** flood – a sudden rise of water in rivers, lakes, the sea, spilling from the shores, which erodes dams, inundates lower parts of cities, settlements, areas of agricultural crops, sections of automobile roads, damages industrial facilities. Puddles formed by melting snow or long-term rainy weather are not considered surface water bodies. An unexpected flood is stated if it has occurred in that area less than 2 times in the last 20 years.
- 4.1.3.6.** When it is not possible to determine the quantitative parameters of storm, downpour, hail, snow pressure at the place of insurance, the measurements conducted by the meteorological service in that or the nearest region and/or the facts that the listed natural forces have caused similar damages in that region shall be based on.

#### **4.1.4. WILLFUL ACTS OF THIRD PARTIES:**

- 4.1.4.1.** burglary – theft, damage or destruction of the insured property, when the burglar illegally enters the premises or fenced area by damaging the locks, turning off, breaking or otherwise neutralizing the alarm equipment and (or) breaks into the locked building or area by damaging the barrier structures (doors, windows, roof, gates, etc.) or, without authorization, enters the premises using stolen keys. Burglary using stolen keys will be considered an insured event only in cases where the disappearance of the keys has been reported to law enforcement authorities, an investigation has been initiated into this event, and there was no real possibility to change the locks or alarm equipment. Theft from the unfenced area of the courtyard of a residential building is considered an insured event;
  - 4.1.4.2.** robbery – stealing, damage or destruction of the insured special-purpose equipment, when physical or psychological coercion is threatened or used against the Policyholder or a person related to the Policyholder, who resists the taking away of the insured special-purpose equipment; the insured special-purpose equipment is stolen from the Policyholder or a person related to the Policyholder who is in a helpless state due to an accident or for another reason not due to his fault and without him being able to resist. The fact of robbery must be confirmed by the police;
  - 4.1.4.3.** Physical or psychological violence used in resisting the theft of insured specialized equipment; The insured specialized equipment is stolen from the Policyholder or a person associated with the Policyholder, who is in a helpless condition due to an accident or another reason not caused by their fault, and is unable to resist. The fact of the robbery must be confirmed by the police.
  - 4.1.4.4.** vandalism – intentional destruction or damage of special-purpose equipment by setting it on fire, blowing it up, as well as damage or destruction by other intentional illegal means, including damage caused by an attempt to steal or plunder it.
- 4.1.5. BROKEN GLASS** – breaking or cracking of the lights, mirrors, cabin glass of the insured special-purpose equipment.

## **5. MAXIMUM COVERAGE**

- 5.1.** Insured event – damage, destruction or loss of the insured special-purpose equipment due to a sudden and unexpected event that occurred during the insurance coverage period and the cause of which is not specified in Section 6 of the Special terms and conditions as a non-insured event.



## 6. NON-INSURED EVENTS

- 6.1.** In addition to the non-insured events specified in Section 7 of the General terms and conditions, BTA does not pay an insurance benefit if the damage is caused by:
- 6.1.1.** spontaneous ignition or explosion of special-purpose equipment, the effect of electric current in equipment, overheating, liquid dripping, leaks in the system and internal combustion engines. This Clause applies to special-purpose equipment that was older than 7 years on the date of the event.
  - 6.1.2.** penetration or entry of rain, hail, snow, mud, water or water-borne objects through a hole in the roof, not tightly or incompletely closed windows, doors, ventilation openings, leaky places in structural elements of special-purpose equipment (cracks, splits, fractures, insufficient joints, body, cabin waterproofing) or other openings, unless these openings were caused by an insured event;
  - 6.1.3.** indirect impact of lightning, impact of electric current in electrical equipment (short circuit, lack of contact, exceeding permissible voltage loads, failures of measuring or protective devices), unless spontaneous ignition of the equipment has occurred, and the age of the equipment is no older than 7 years;
  - 6.1.4.** events, errors and defects for which the manufacturer, seller, supplier, company or organization performing warranty or technical service is responsible under the warranty or in accordance with the procedure established by law;
  - 6.1.5.** events, errors and defects for which the manufacturer, seller, supplier, company or organization performing warranty or technical service is responsible under the warranty or in accordance with the procedure established by law;
  - 6.1.6.** when the exact circumstances of the event cannot be determined, unexplained disappearance, fraud, extortion, appropriation, embezzlement of property;
  - 6.1.7.** natural wear and tear and unavoidable natural processes (corrosion, mold, rot, breakdown, natural wear and tear, expansion, etc.);
  - 6.1.8.** any computer viruses, incorrect data processing or misuse of computer software. Costs for reproducing data are also not reimbursed, even if this happened due to an insured event;
- 6.2.** BTA does not compensate damages in cases where:
- 6.2.1.** the special-purpose equipment did not have a valid technical inspection and the event occurred due to the improper technical condition of the insured special-purpose equipment;
  - 6.2.2.** the damage was caused to the engine or its components, cooling and heating equipment or transmission and other mechanisms, occurred or increased due to insufficient level of lubricant, coolant or other liquids, due to the use of the wrong type and (or) quality of lubricant, coolant or fuel or due to their insufficient circulation, and the damage was caused or increased by running out of fuel;
  - 6.2.3.** special-purpose equipment tires were damaged or destroyed, if other parts of the body and/or undercarriage were not destroyed or damaged at the same time, unless otherwise stated in the insurance certificate;
  - 6.2.4.** all types of tools, drills, knives, saws, shears, grinding wheels, conveyor belts, sieves, hoses, ropes, belts, brushes, cables, chains or other parts that wear or are frequently replaced during the service life were damaged or destroyed (e.g. dies, forms, matrices, sieves, filters, rubber, textile and artificial material coatings, bearings, etc.), if other parts of the insurance object were not destroyed or damaged at the same time;
  - 6.2.5.** the special-purpose equipment was stolen using the original keys or the original control protection equipment that the special-purpose equipment has;
  - 6.2.6.** after the theft, the Policyholder does not deliver to BTA all sets of ignition keys (keys, alarm remotes, immobilizers) provided by the manufacturer or installed in the insured equipment;
  - 6.2.7.** if the special-purpose equipment or the keys to it are delivered to the place of collection at the request of criminals;
  - 6.2.8.** the special-purpose equipment was left in an unfenced or unguarded area, with the exception of theft from the courtyard area of a residential building (in which people live more than 250 days a year);
  - 6.2.9.** the special-purpose equipment was operated in violation of its technical characteristics, was technically

out of order and (or) required repair or was not used for its intended purpose;

- 6.2.10.** the insured special-purpose equipment and (or) the vehicle transporting it was driven by a person under the influence of alcohol, drugs, medicines or psychotropic substances or if the person that drove it avoided (refused) an inspection for drunkenness or the use of drugs, medicines and/or other psychotropic substances;
- 6.2.11.** the insured special-purpose equipment and (or) the vehicle transporting it was driven by a person who does not have a driver's license or does not have the right to drive a vehicle of that category;
- 6.2.12.** the driver driving the insured special-purpose equipment and (or) the vehicle transporting it left the scene of the incident arbitrarily;
- 6.2.13.** drove special-purpose equipment in violation of work regime or work safety requirements;
- 6.2.14.** the special-purpose equipment was used by the policyholder or a person related to him as a crime tool;
- 6.2.15.** the special-purpose equipment is operated in hydrotechnical constructions, reclamation or watery areas (swamps, marshes, peatlands, flood zones) or on floating sites, pontoons, frozen bodies of water, unless otherwise stated in the insurance certificate;
- 6.2.16.** used in underground mines or underground;
- 6.2.17.** the damages were determined only during the inventory or routine technical inspection;
- 6.2.18.** the policyholder does not submit the damaged or destroyed special-purpose equipment (before its repair) or all its remains to BTA representative for inspection (except for the insured event "theft" and "robbery", when the entire insurance object is stolen) and as a result it is impossible to determine the exact amount of the damage;
- 6.2.19.** the damage was caused to parts/assemblies of special-purpose equipment, if they were not installed on the insured equipment or were removed from the insured equipment.

**6.3.** BTA does not compensate:

- 6.3.1.** theft of special-purpose equipment or its components (devices), if the theft is committed by a person to whom the equipment was transferred on the basis of rent or use, during storage, repair, etc.;
- 6.3.2.** for changes and improvements of special-purpose equipment, for urgent delivery of parts, for downtime and fuel of special-purpose equipment, for loss of revenue due to inability to use special-purpose equipment;
- 6.3.3.** for damages that may be incurred during the operation of special-purpose equipment (e.g.: maintenance costs, current repairs);
- 6.3.4.** for operation and auxiliary materials (lubricant, fuel, coolant and other operation fluids or spare parts);
- 6.3.5.** if the insured event occurred due to the intent or gross negligence of the Policyholder and/or persons related to him.

**6.4.** BTA also does not compensate for damage that directly or indirectly arises from:

- 6.4.1.** earthquake;
- 6.4.2.** direct damage to property caused by insects, rodents;
- 6.4.3.** internal electrical or mechanical malfunctions, breakdowns, breakages or stoppages, freezing of refrigerants or liquids, improper lubrication or lack of lubricant and coolants during operation. However, if an Accident occurs as a result of such disruption or stoppage, the consequences of which are external damages, such damages are compensated;
- 6.4.4.** entry of foreign objects into the aggregates of the insurance object, unless otherwise stated in the insurance certificate.

## **7. INSURED AMOUNT**

- 7.1.** Insured amount – the amount of money within the limits of which BTA compensates the damage suffered by the Policyholder during the insured event.

- 7.2.** If the insured amount specified in the insurance certificate exceeds the market value of the insurance object, the insurance contract is invalid for the part of the insured amount that exceeds the market value of the insurance object.
- 7.3.** If the insured amount specified in the insurance certificate is lower than the market value of the insurance object, upon the occurrence of the insured event, BTA must compensate the Policyholder (beneficiary) for a part of the damages incurred, proportional to the ratio of the insured amount and the market value of the insurance object.
- 7.4.** If the insurance object is rebuilt, the insurance coverage remains valid for the same insured amount.

## **8. INSURANCE COVERAGE TERRITORY**

- 8.1.** Insurance coverage is valid in the territory of the Republic of Lithuania, unless otherwise stated in the insurance certificate.

## **9. WHEN DOES THIS INSURANCE NOT APPLY**

- 9.1.** The damage is determined by BTA based on the received notification of the Policyholder on the occurred event and the damage suffered, as well as the information received during the inspection and the documents received from the Policyholder and the relevant authorities, necessary to determine the causes of the damage and the amount of the damage.
- 9.2.** The amount of damage – the monetary expression of the damage suffered, which is necessary to repair or restore the insured special-purpose equipment to the condition it was in immediately before the occurrence of the insured event.
- 9.3.** Special-purpose equipment is considered damaged if it is economically expedient to repair it. Special-purpose equipment is considered destroyed or lost due to theft, if its repair is not possible for technical reasons or its repair price exceeds 75% of the market value of the special-purpose equipment as of the day of the insured event. In this case, the compensable damage constitutes the amount derived by deducting the residual value of the usable remains and deducting the unconditional deductible from the market value (or, for equipment not older than 1 year – the acquisition value);
- 9.4.** The repair, restoration or purchase of special-purpose equipment must in all cases be carried out in the most cost-saving way, incurring the lowest reasonable costs.
- 9.5.** If special-purpose equipment is destroyed due to an insured event or lost due to theft, the amount of the damage will be calculated:
  - 9.5.1.** according to the price for which the insured special-purpose equipment was purchased, if the insured special-purpose equipment is no older than 1 year on the day of the event, but not exceeding the insurance amount specified in the insurance certificate;
  - 9.5.2.** according to the value of special-purpose equipment of the same purpose, age, analogous parameters and technical characteristics available on the market, taking into account the condition, mileage, running time of the special-purpose equipment and other factors influencing the value as of the day of the event (including delivery and installation costs, possible taxes and duties), when special-purpose equipment is older than 1 year as of the day of the event, but not exceeding the insurance amount specified in the insurance certificate.
- 9.6.** If special-purpose equipment is damaged due to an insured event, when calculating the amount of damage, the prices of replacement parts are calculated:
  - 9.6.1.** at the market prices of new parts on the day of the insured event, without deducting their depreciation percentage, by organizing repairs at the repair company chosen by the Policyholder, when special-purpose equipment is insured without depreciation on the day of the event, unless otherwise stated in the insurance certificate. Depreciation of parts is not applied only in the case when new original parts were used for the repair of special-purpose equipment and the purchase documents for those parts are submitted. When the purchase documents of the parts are not submitted, the damage is assessed as provided in Clause 9.6.2 of the Special terms and conditions.
  - 9.6.2.** at the market prices of non-original or used parts, not higher than the price of new original parts after deducting the depreciation specified in Annex No 1, when special-purpose equipment is insured with depreciation.

- 9.7.** In all cases, damage or destruction of the insured special-purpose equipment due to the insured event is compensated with depreciation, if the insured special-purpose equipment was worn out by more than 60% on the day of the event.
- 9.8.** BTA is not responsible for slight discrepancies in colour or quality between the repaired part and the rest of the special-purpose equipment.
- 9.9.** The amount of the damage includes costs to reduce or avoid damages, costs to determine the causes of the insured event or to comply with BTA's instructions. Any expenses of this type must be agreed with BTA.
- 9.10.** If the Policyholder chooses to receive an insurance payment in cash, the damage is compensated according to the repair estimate prepared by BTA representative without value added tax (VAT). Repair estimates prepared by other persons (independent property appraisers, etc.) may be used only in cases where BTA representative agrees to this.
- 9.11.** In cases where the special-purpose equipment was damaged during the insured event and, due to technical failures, such special-purpose equipment needs to be transported after the insured event, the damage also includes the necessary costs related to the rescue, towing (transportation) of the special-purpose equipment to the nearest repair workshop, where the minimum repairs necessary for the special-purpose equipment to travel to the legal owner's permanent residence in a self-propelled mode would be carried out. BTA compensates only the expenses actually incurred and supported by relevant documents, necessary for the rescue, towing (transportation) of the special-purpose equipment to the nearest repair workshop, but no more than 5% of the insured amount specified in the insurance certificate and no more than € 3,000.

## **10. INSURANCE BENEFIT PAYMENT**

- 10.1.** The right to an insurance benefit belongs to the person who has suffered property damages (i.e. the one who has a legal interest in the insurance) or is specified in the contract as a beneficiary.
- 10.2.** The insurance benefit is equal to the amount of the calculated damage, taking into account incomplete insurance, insurance with increased value, double insurance, market value of the insurance object, restrictions on insurance benefits and other conditions set out in these Terms and Conditions and the insurance certificate, after deducting the residual value remaining after the insured event and the deductible.
- 10.3.** The insurance benefit cannot be greater than the insured amount for each object and cannot exceed the market value of that object.
- 10.4.** If the damage or part of it was compensated to the Policyholder by another person or state institutions, BTA has the right to pay the insurance benefit after deducting this part.
- 10.5.** The insurance benefit for parts and/or their repair, which have already been paid for, is paid after another event only after the policyholder submits documents proving the purchase/repair of parts damaged during the previous event.
- 10.6.** BTA has the right to choose whether to pay the insurance benefit to the Policyholder or to organize the purchase, restoration, repair of damaged or destroyed special-purpose equipment.
- 10.7.** If the insured event occurred due to the fault of third parties, and the guilty parties are identified and their guilt is proven, BTA pays the insurance benefit without deducting the deductible.
- 10.8.** If the insured event was caused by the mutual fault of the parties involved in the insured event, the deductible is applied in proportion to the amount of your fault.
- 10.9.** If the Policyholder has recovered special-purpose equipment after the insurance benefit has been paid, he must inform about this and return the insurance benefit or the recovered special-purpose equipment to BTA within 15 calendar days.
- 10.10.** The insurance contract expires after payment of the insurance benefit for stolen or destroyed special-purpose equipment.

## **11. INSURANCE BENEFIT NON-PAYMENT OR REDUCTION GROUNDS**

- 11.1.** The Insurer has the right to reduce the insurance benefit or refuse to pay it if:
  - 11.1.1.** the policyholder provided misleading information about the facts of the insured event, which had an impact on the causes of the event, the circumstances and/or the amount of the damage;
  - 11.1.2.** the policyholder does not comply with the terms of the insurance contract or the requirements of BTA,



including, but not limited to:

- 11.1.2.1.** If, after the insured event, it becomes clear that, during the conclusion of the contract, essential information about the insurance object was not provided or incorrect information about the insurance object was provided, or changed circumstances and/or increased risk were not reported (Clauses 1.2 and 1.6 of the Special terms and conditions);
  - 11.1.2.2.** the policyholder has failed to fulfil his obligations under Section 3 of the General terms and conditions in a timely manner;
  - 11.1.3.** the damage was incurred as a result of a deliberate failure to take reasonable measures available to him to prevent or mitigate the damage;
  - 11.1.4.** the following disappeared or was lost: registration certificate of the insured special-purpose equipment, ignition keys or security system control panels;
  - 11.1.5.** special-purpose equipment was stolen along with its registration documents;
  - 11.1.6.** in other cases, provided for in the insurance contract and/or laws;
  - 11.1.7.** if the Policyholder has waived his claim right to the persons who caused the damage or it has become impossible to exercise it due to the Policyholder's fault, and if the insurance benefit has already been paid out – to demand that the already paid out insurance benefit be repaid.
- 11.2.** BTA has the right to refuse to pay the insurance benefit or to reduce it, taking into account the fault of the Insured, the extent of violations of the terms of the insurance contract and its causal relationship with the insured event or the amount of damage.

## CONTRACTORS PLANT AND MACHINERY INSURANCE

### ANNEX 1 MACHINERY DETERIORATION

Age of machinery, years	Level of deterioration, %
Up to 1	—
1	—
2	5
3	10
4	15
5	20
6	25
7	30
8	35
9	40
10	45
11	50
12	55
13	60
14	65
15	70
More than 15	75