



# CROP INSURANCE

Terms and conditions No. **08.S1**  
Valid from 01.12.2024

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The BTA branch in Lithuania and the Insurers enter into Crop insurance contracts based on these Terms and conditions.

## CONTENT

<b>GENERAL TERMS AND CONDITIONS .....</b>	<b>1</b>
<b>1. DEFINITION OF AN INSURANCE CONTRACT .....</b>	<b>1</b>
<b>2. VALIDITY OF INSURANCE COVER .....</b>	<b>2</b>
<b>3. POLICYHOLDER'S DUTY TO DISCLOSE .....</b>	<b>3</b>
<b>4. INSURANCE PREMIUM AND PAYMENT PROCEDURE .....</b>	<b>3</b>
<b>5. CONTRACTING FOR INSURANCE BY MEANS OF TELECOMMUNICATION TERMINAL EQUIPMENT ..</b>	<b>3</b>
<b>6. EXPIRATION AND AMENDMENT OF THE INSURANCE CONTRACT .....</b>	<b>4</b>
<b>7. GENERAL EXCLUSION CLAUSE .....</b>	<b>4</b>
<b>8. INSURER'S OBLIGATIONS UPON OCCURRENCE OF THE INSURED RISK .....</b>	<b>5</b>
<b>9. INSURANCE BENEFITS .....</b>	<b>5</b>
<b>10. COMPLAINT HANDLING AND DISPUTE SETTLEMENT PROCEDURE .....</b>	<b>6</b>
<b>11. PROCESSING OF PERSONAL DATA .....</b>	<b>6</b>
<b>12. SUBROGATION AND RIGHT OF RECOURSE .....</b>	<b>6</b>
<b>13. CONFIDENTIALITY .....</b>	<b>6</b>
<b>14. MISCELLANEOUS .....</b>	<b>6</b>
<b>SPECIAL TERMS AND CONDITIONS .....</b>	<b>8</b>
<b>1. WHAT IS WHAT? .....</b>	<b>8</b>
<b>2. ESSENTIAL CIRCUMSTANCES OF THE INSURANCE CONTRACT .....</b>	<b>8</b>
<b>3. WHAT IS INSURED .....</b>	<b>8</b>
<b>4. INSURANCE COVERAGE .....</b>	<b>9</b>
<b>5. NON-INSURED EVENTS .....</b>	<b>9</b>
<b>6. INSURANCE AMOUNT .....</b>	<b>10</b>
<b>7. PAYMENT OF INSURANCE BENEFIT .....</b>	<b>10</b>
<b>8. GROUNDS FOR REDUCING THE INSURANCE BENEFIT .....</b>	<b>ERROR! BOOKMARK NOT DEFINED.1</b>

## GENERAL TERMS AND CONDITIONS

### 1. DEFINITION OF AN INSURANCE CONTRACT

**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.

**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.

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

**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.

**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.

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

**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 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.

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

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

**Insurance policy** – a document confirming the entering into insurance contract and covering the terms and conditions of the insurance contract agreed by BTA and the Policyholder.

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

**Insured** – a person whose property interests are insured under an insurance contract, the owner of property covered by the insurance contract or other person named specified in the contract.

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

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

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

**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.

**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.

**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).

**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.

**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.

**Written document:**

- a) a document executed in writing and containing all necessary particulars, including signature affixed in accordance with valid legislation of the Republic of Lithuania.
- b) 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.

## 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. 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.
- 3.2.** 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.
- 3.3.** 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:
  - 3.3.1.** significant changes relating to the insurance object.
  - 3.3.2.** changes in the manner/ways of using the insurance object.
  - 3.3.3.** other significant circumstances due to which the insurance risk increases.
- 3.4.** 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.
- 3.5.** 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.
- 3.6.** 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.
- 3.7.** 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 time limit 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 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 time limit 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 deadline fixed 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 TELECOMMUNICATION TERMINAL EQUIPMENT**

- 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.** The insurance contract shall expire at 24:00 on the last day of the insurance period unless otherwise agreed by the Policyholder and BTA.
- 6.2.** 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.
- 6.3.** 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.
- 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 a 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 paragraph 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 paragraph 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.
- 9.8.** BTA does not enable this person, entitled to claim insurance indemnity, to study the documents or issue copies of the documents, if:
- 9.8.1.** BTA has submitted documents to law enforcement institutions for criminal investigation of the insured risk occurrence circumstances.
  - 9.8.2.** the documents contain a trade secret of another person, which the person entitled to claim insurance indemnity is not entitled to obtain.
  - 9.8.3.** 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**

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**

The parties undertake not to disclose any confidential information received based on 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 based on 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 the 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 override.
- 14.8.** The Terms and conditions are available on BTA's web site at <http://www.bta.lt>.
- 14.9.** All disputes with the Insurer are examined by the Supervision Service of the Bank of Lithuania, Žalgirio str. 90, LT09303, Vilnius, website: [www.lb.lt](http://www.lb.lt), according to its competence.



## SPECIAL TERMS AND CONDITIONS

### 1. WHAT IS WHAT?

**BBCH** - a code of numbers from 00 to 99 indicating the phenological stage of growth and development of the cultivated plant.

**Good farming practice requirements** - requirements, proposals and recommendations set out in laws and regulations, generally recognized rules that must be followed by the Policyholder and persons related to the Policyholder when growing cultural plants.

**Lodging** - a consequence caused by a storm and/or rain, when the stems of cultivated plants are bent down, or they are folded over in parts (break) and change the vertical position to a horizontal one.

**Field** - a crop area used consistently by the Policyholder, where one type of crop is grown.

**Minimal damage** - the minimum amount of damage to the insured field specified in the insurance contract, which losses are covered by the Policyholder if they are not exceeded.

**Crops** - cultural plants grown and harvested from the field by the Policyholder.

**Flood** - the overflow of surface water (rivers, lakes, etc.) from its banks for any reason.

**Wintering period** - the period during which insurance coverage is valid only for winter crops against the insured risks. This period starts on 1 November of the sowing year and ends on 1 May of the harvest year.

### 2. ESSENTIAL CIRCUMSTANCES OF THE INSURANCE CONTRACT

**2.1.** The insurance contract is concluded based on all the information provided by the Policyholder and the persons related to the Policyholder about the circumstances that may have a significant impact on the insurance risk assessment:

**2.1.1.** Realistic, correct information about the crop plants to be insured (e.g. plant species and variety name, sowing time, declared crop areas, land plot plan, average annual value of production in tons for the past three years, value per hectare in euros and plant protection, fertilizing, crop rotation plans etc.).

**2.1.2.** Loss and damage history.

**2.1.3.** Other circumstances described in these Terms and conditions, set out in the application to conclude an insurance contract or specified in the insurance certificate or its annexes.

**2.2.** The insurance contract is concluded on the basis of these Terms and conditions. If the special and/or individual insurance conditions specified in the contract (insurance certificate) and these Terms and conditions differ, the special and/or individual insurance conditions take precedence.

**2.3.** The Policyholder and persons related to the Policyholder during the validity of the insurance contract must immediately report all changes due to the essential circumstances that were specified when concluding the insurance contract. Also about those changes that occurred during the validity of the insurance contract and may affect the increase of the insured risk – increase the probability of the occurrence of the insured event or the occurrence of a possible loss or decrease – apply for a change of the conditions of the insurance contract and the insurance premium, taking into account the reduced risk. In the event of a change in the insured risk, the following shall be considered:

**2.3.1.** Cultivation of a different type of plant in the crop area than the one indicated in the notification on areas of cultivated plants.

**2.3.2.** Changing the type of farming, when changing from traditional to organic farming and vice versa.

**2.3.3.** An increase in cultivated areas during the period of validity of the insurance contract, in which the insured crops are grown, if such areas were not mentioned in the notification of the planned crop areas declared to be insured.

### 3. WHAT IS INSURED

**3.1.** The object of the insurance is the corresponding type of plant of the group of cultivated plants specified in the insurance contract. Insured groups of cultivated plants:

**3.1.1.** Cereals – winter and spring wheat, winter and spring wheat rye, winter and spring rye, winter and spring barley, oats.

**3.1.2.** Oil plants – winter and summer rapeseed, winter and summer rapeseed.

**3.1.3.** Legumes - beans and peas

**3.1.4.** Other plants – by separate agreement between BTA and the Policyholder, other cultivated plants specified in the insurance contract may be insured.

**3.2.** The insurance coverage is valid for the outdoor areas specified in the insurance contract and planted by the Policyholder and the persons related to the Policyholder with insured plant species, which have a registration number by which their location can be determined, and which have been declared to the National Payment Agency.

#### 4. INSURANCE COVERAGE

- 4.1.** Crops are insured against sudden and unexpected damage, destruction or loss due to the insured events listed below. BTA compensates losses due to the risks specified in the insurance policy:
- 4.1.1.** Storm – damage caused by a strong wind with a speed of at least 17 m/s (crops destroyed, uprooted, bent, broken, torn or blown away, lying down with properties characteristic of typical of storm damage only). The insurance coverage is valid up to the development stage of cultivated plants BBCH 89. The insurance protection in case of lodging is valid only for cereals, except for buckwheat from BBCH 58 to BBCH 83 stage of development (protection in case of dormancy is not valid for oilseeds, legumes and other crops).
  - 4.1.2.** Hail – damage caused by pieces of ice, short-term precipitation characteristic of the warm season (crops are crushed, bent, broken, destroyed, torn, and cereal seeds or oilseed pods are separated from the plant with properties characteristic of hail only). Insurance coverage is valid during the vegetation season of cultivated plants.
  - 4.1.3.** Rainfall – damage caused by heavy rain, when more than 15 mm fell in 15 minutes, or more than 50 mm of rain fell in a day (crops were broken, torn, washed away, destroyed, uprooted, lying down only with properties characteristic of rain damage, and the seeds of cereals and oilseeds germinated in the plant due to erosion caused by rain). The insurance protection in case of lodging is valid only for cereals, except for buckwheat from BBCH 58 to BBCH 83 stage of development (protection in case of dormancy is not valid for oilseeds, legumes and other crops).
  - 4.1.4.** Non-germination – a consequence of rain, when plants sown on the surface of the soil cannot sprout and develop properly with properties characteristic of formation of a crust. The insurance coverage is valid up to the development stage of cultivated plants BBCH 10.
  - 4.1.5.** Winterkill – damage caused by changing winter weather conditions – severe frost, sleet, snow and ice, melted snow or other precipitation accumulations (winter plants or their parts are frozen, suffocated under the ice crust and/or sent under the snow cover, the crops are destroyed only with properties characteristic of frost). The insurance coverage is valid until the development stage of winter crops BBCH 29.
  - 4.1.6.** Frost – damage caused by sudden cooling of the temperature, when the temperature on the soil surface at a height of two meters falls below -3 °C (tissues of plants or their parts are damaged, frozen only with properties characteristic of frost). The insurance coverage is valid after the development stage of BBCH 10 for summer cultivated plants and after the development stage of winter cultivated plants BBCH 29, but not earlier than 1 May of the harvest year.
  - 4.1.7.** Snowfall – damage caused by heavy snowfall or sleet, when more than 20 mm of precipitation in the form of crystals and/or snow fell in less than 12 hours (crops broken, crushed, destroyed due to ice and/or snow pressure). The insurance coverage is valid after the development stage of BBCH 10 for summer cultivated plants and after the development stage of winter cultivated plants BBCH 29, but not earlier than 1 May of the harvest year.
  - 4.1.8.** Wild animals and birds – damage caused by wild animals and birds to healthy plants during the winter period, when sown winter plants or their parts were trampled, dug up, broken or similarly damaged. The insurance coverage is valid until the development stage of winter crops BBCH 29.
  - 4.1.9.** Fire – damage caused by fire, the cause of which is the failure of agricultural machinery working in the field covered by this insurance contract and/or direct lightning discharge leading to spontaneous spread of the fire in the field. Insurance coverage is valid during the vegetation season of cultivated plants.
  - 4.1.10.** Theft of harvest – theft of the crop from the insured field during its harvesting period (but no longer than provided for in clause 4.2 of the Rules), when the illegal activity of third parties can be substantiated by the Policyholder's evidence.
  - 4.1.11.** Other insured events, risk or insurance coverage extensions upon agreement between the Policyholder and BTA.
- 4.2.** The Policyholder's liability ends with the harvest of the insured crops, regardless of whether there are difficulties in harvesting at that time (for example, the inability to enter the fields due to constant rain) or when the crop is normally harvested in the area, taking into account the requirements of good farming practice.
- 4.3.** The Policyholder's liability ends when the insured and its related persons decide to sow, replant the insured field or part of it due to a decrease in the number of plants and/or other reasons.
- 4.4.** The Policyholder's liability ends when the Policyholder and the persons related to the Policyholder decide not to manage or sow the insured field or part of it after the insured event.

#### 5. NON-INSURED EVENTS

- 5.1.** Unless otherwise stipulated in the insurance contract, BTA does not pay insurance benefits for the events specified in Chapter 7 in the General Part of the Terms and conditions, and does not compensate losses when:
- 5.1.1.** The Policyholder and the persons related to the Policyholder do not comply with the requirements of good farming practices or do not apply them properly, i.e. make fundamental technological errors in the cultivation of cultural plants, choosing plant protection and fertilizer products, their rates for the planned yield and mixtures and the time of use, agrotechnical means and methods for tillage, plants sows etc.
  - 5.1.2.** Losses are incurred due to flood and/or in cases where water accumulates on the soil surface of the covered field due to neglect of the drainage system or dam built by beavers.
  - 5.1.3.** Losses are caused by explosive substances or their mixtures, flammable gases, liquid or solid, toxic, mutagenic, carcinogenic substances or persistent organic pollutants that have a negative impact on plant productivity.
  - 5.1.4.** The Policyholder and persons related to the Policyholder incur indirect costs related to agricultural activities, i.e. reduced profits, unearned income, operating expenses, salaries, taxes and obligations, which are mandatory according to the laws of the Republic of Lithuania, monetary obligations.
  - 5.1.5.** Losses are caused by viruses, fungi, bacteria that attack cultivated plants, including damage by diseases and pests.
  - 5.1.6.** It is not possible to harvest the insured crop due to unfavourable weather conditions (no possibility to enter the fields).
- 5.2.** BTA also does not compensate:
- 5.2.1.** Losses related to the use of low-quality, damaged seeds and/or non-germination and/or impaired development of cultivated plants due to this reason.
  - 5.2.2.** Damage caused by animals, birds and other pests (except for the cases provided for in clause 4.1.8 of the Terms and conditions, when such risks are insured).
  - 5.2.3.** Expenses that are used for regular maintenance of plants, i.e. provision of their usual and unforeseen needs, including consultations, monitoring, experiments, or other tests related to the cultivation of the Policyholder and persons related to the Policyholder.
  - 5.2.4.** Losses related to environmental pollution monitoring, control, impact assessment, monitoring and its prevention, pollutant collection, purification, decontamination or liquidation, including damage to ecology or biological diversity.
  - 5.2.5.** Damage resulting from dishonesty or personal gain incurred on behalf of the Policyholder and persons related to the Policyholder, arising out of or attributable to fraudulent acts or omissions.
  - 5.2.6.** Intentional and/or malicious activity of the policyholder or persons related to him and/or third parties.

## **6. INSURANCE AMOUNT**

- 6.1.** The amount insured is the maximum amount of money that BTA can pay out in the event of an insured event.
- 6.2.** A separate insurance amount is calculated for each field sown with a certain type of plant, which is specified in the insurance contract.
- 6.3.** The insurance amount is determined by the agreement of the parties and specified in the insurance contract. When concluding an insurance contract, the Policyholder and persons related to the Policyholder assume full responsibility for the correspondence of the insured amount to the value of the insured object. If, upon the occurrence of an insured event, it is determined that the insured amount differs from the value of the insured object, then when calculating the amount of the insurance benefit, the presence of incomplete insurance or increased insurance value must be taken into account.
- 6.4.** The insurance amount is determined based on the value of each insured field. The value of the insured field is determined by multiplying the area of the relevant plant species in hectares by the value of one hectare. The value of a hectare of insured field is calculated by multiplying the planned yield in tons of the relevant plant type by the purchase price of that plant.
- 6.5.** If several damages occur in the insured field during the insurance period, the insurance amount is reduced by the amounts already paid out, i.e. after the Insurer pays the insurance benefit, the insurance amount of the insured field is reduced by the amount of the paid insurance benefit (the insurance amount is not restored).
- 6.6.** The Insurer has the right to inspect and check the condition of the plants – to assess their level of development, the preparation of winter crops for the wintering period. Due to non-compliance of crop areas or plants with the terms of the insurance contract, the Insurer has the right to exclude individual crop areas or parts of areas from the insurance contract, returning the insurance premium for these areas.

## **7. PAYMENT OF INSURANCE BENEFIT**

- 7.1.** Compensation for winter crop losses up to BBCH 29 stage of development:
- 7.1.1.** In the case of winter crop losses up to the development stage of BBCH 29, in case of damage, BTA

in all cases compensates only the fixed compensation amount specified in the insurance contract as a percentage of the sum insured of the individual damaged area in the insured field, considering the following conditions:

- 7.1.1.1.** The number of healthy plants in 1 m<sup>2</sup> in the spring, after the beginning of plant vegetation in the damaged area, is less than:
    - a)** For winter rape – 10 plants.
    - b)** For winter rapeseed – 20 plants.
    - c)** For winter wheat – 100 plants.
    - d)** For winter rye – 80 plants.
    - e)** For winter barley – 100 plants.
    - f)** For winter Triticale – 100 plants.
    - g)** For winter hybrid barley – 50 plants.
  - 7.1.1.2.** The individual damaged area in the insured field (as a percentage of the total insured field area) is greater than the minimum amount of damage specified in the insurance contract.
  - 7.1.1.3.** In cases where several separate areas in the same insured field are damaged, such areas are not aggregated, and insurance payments for such areas are calculated separately, evaluating them as separate damages.
  - 7.1.1.4.** The deduction is not applied when calculating the insurance benefit up to the development stage of BBCH 29.
- 7.2.** Compensation for summer crop losses and winter crop losses from BBCH 30 development stage:
- 7.2.1.** An expert appointed by BTA determines the damage caused to the crops by assessing each damaged field separately.
  - 7.2.2.** In cases where damages caused by the same insured event cover separate areas of the insured field, such damages are added together and the total loss caused to the field is calculated.
  - 7.2.3.** In cases where the field is damaged due to different prohibited events, an expert appointed by BTA can decide to separate the damaged field. In such a case, the insurance payment for the part of the separated field is calculated separately, being evaluated as a separate damage to the field.
  - 7.2.4.** If the calculated loss caused to the field (as a percentage of the insured amount of the insured field) is lower than the minimum amount of damage specified in the insurance contract, the insurance benefit is not paid in all cases.
  - 7.2.5.** If the calculated loss caused to the field (as a percentage of the insured amount of the insured field) is greater than the minimum amount of damage specified in the insurance contract, the insurance payment is calculated by deducting a deduction from the loss caused to the field, but not exceeding the maximum payment limit, if such was agreed between the parties.
- 7.3.** Compensation in case of Lodging:
- 7.3.1.** In the case of losses due to the fall of cereals (except for buckwheat), the sole cause of which was Rain and/or Storm, BTA in all cases compensates only the fixed amount of remuneration specified in the insurance contract as a percentage of the insured amount of the individual damaged area in the insured field, considering the following conditions:
    - 7.3.1.1.** The stage of crop development at the time of the insurance event is from BBCH 59 to BBCH 83.
    - 7.3.1.2.** The individual damaged area in the insured field (as a percentage of the total insured field area) is greater than the minimum amount of damage specified in the insurance contract.
    - 7.3.1.3.** In cases where several separate areas in the same insured field are damaged, such areas are not aggregated, and insurance payments for such areas are calculated separately, evaluating them as separate damages.
    - 7.3.1.4.** The deduction is not applied when calculating the insurance benefit in case of Lodging.
- 7.4.** When the quantitative parameters of Hail, Rainfall, Storm and other risks listed in these Terms and conditions cannot be determined at the place of insurance, the measurements of the meteorological service carried out in that or the nearest region and/or the facts that the natural forces listed in that region or adjacent to the place of insurance have caused similar losses in other crops in good condition are based on in areas of cultivated plants.

## **8. GROUNDS FOR REDUCING THE INSURANCE BENEFIT**

- 8.1.** BTA has the right to reduce or refuse to pay the insurance benefit if:



- 8.1.1.** The Policyholder and persons related to the Policyholder provided misleading information about the circumstances of the insured event, which had an impact on the causes of the event and determining the amount of the loss.
- 8.1.2.** Upon the occurrence of an event that can be recognized as an insured event, it becomes clear that during the conclusion of the insurance contract, essential information about the insured object was not provided or incorrect information was provided, or changes in circumstances and/or increased risk were not reported (Chapter 2 of the Special Conditions).
- 8.1.3.** The Policyholder and persons related to the Policyholder did not submit all the documents requested by BTA to determine the causes of the insured event and the amount of the loss.
- 8.1.4.** The Policyholder and persons related to the Policyholder did not report the incident to the relevant competent authorities (Fire Safety Service, police and others) in time.
- 8.1.5.** The loss occurred due to the fact that the Policyholder and persons related to the Policyholder deliberately did not take reasonable measures available to them to prevent the occurrence of damage or to reduce it.
- 8.1.6.** The loss occurred due to the fact that the Policyholder and persons related to the Policyholder were under the influence of alcohol or narcotic, psychotropic substances.
- 8.1.7.** The Policyholder and persons related to the Policyholder did not notify BTA in writing about the event within the terms provided for in these Terms and conditions.
- 8.1.8.** If losses occur due to the same recurring cause, if BTA has given written instructions to take specific measures to reduce the probability of the occurrence of the event.
- 8.1.9.** In other cases, provided by the Terms and conditions and legal acts of the Republic of Lithuania.
- 8.2.** BTA takes into account the fault of the Policyholder and/or persons related to the Policyholder, the extent of violations of the insurance contract and its causal relationship with the event or the amount of damage when making a decision to refuse to pay the insurance benefit or to reduce it.