

Carrier third party liability insurance

Insurance product information document

Company: AAS BTA Baltic Insurance Company, represented by a branch in Lithuania

Product: Carrier third party liability insurance

Detailed pre-contractual and contract-related information about the product is provided in the Regulations of the Carrier third party liability insurance No. 038.3 and in the insurance certificate (policy), the Law on Insurance of the Republic of Lithuania, the Civil Code of the Republic of Lithuania, and other legislation regulating insurance contracts.

What is the type of this insurance?

Carrier third party liability insurance (CMR). Insured liability of the Insured: provided for in the "Convention on the Contract for the International Carriage of Goods by Road (CMR)" of 1956 as well as in accordance with other national law, to the extent that the person entitled to insurance benefits can rely on it, but without exceeding the provisions of the CMR Convention, provided that the event is an insured. The parties may agree on the waiver of additional risks or part of the risks by specifying this in the policy.



What is covered by insurance?

- ✓ The amount of the insurance is the maximum insurance benefit that BTA will pay out. It can be set for the entire period, as well as for one event.
- ✓ The liability of the carrier for damage to or loss of the cargo (part thereof).
- ✓ Additional financial losses incurred by the carrier; monetary damage caused to third parties by the transported cargo.
- ✓ Costs that may arise in order to avoid imminent damage and in to mitigate its losses.



What is not covered by insurance?

- ✗ When cargo is transported illegally;
- ✗ when losses occur as a result of the fault or actions of the Insured or his employees, if the losses according to Article 29 of the CMR Convention are equated with intentional actions, except in cases where intentional actions or omissions are socially valuable (self-defense, performance of civic duty, etc.);
- ✗ when the cause of losses is the delivery of the cargo to the wrong consignee or to an unauthorized consignee;
- ✗ when the cargo is transported by a vehicle that is unfit for operation and/or technically unsound and not adapted or improperly prepared for such transportation.



Are there any restrictions on insurance coverage?

- ! The event occurred due to force majeure.
- ! The event is non-insurable.
- ! A conditional or unconditional deductible can also be applied, expressed as a specific amount of money or as a percentage, if this is specified in the policy.



Where do I get insurance coverage?

- ✓ Insurance coverage is valid within the territory specified in the insurance certificate. In the event that the cargo loading/unloading location is outside this territory, the insurance coverage is not valid for the entire carriage, unless otherwise stipulated in the insurance contract.



What are my obligations?

- You must pay insurance premiums on time.
- Notify BTA of an increase in risk, especially if it is related to a change in the object of insurance or the way it is used.
- After the occurrence of the event, you must notify BTA within 3 days, immediately inform the competent services, enable BTA to inspect the scene of the event, comply with the instructions of BTA and submit the requested documents.



When and how do I pay?

You pay the premium for the insurance contract by the date specified in it in one of the following ways: by payment transfer to the BTA bank account; at all checkouts of Maxima stores, all Perlas terminals, and divisions of "Virtual services operator", by presenting a payment invoice; paying by card at any BTA representative office equipped with an DCR card reader, or in cash.



When does insurance cover take effect and expire?

The insurance contract comes into force from the date specified in the insurance policy (but no earlier than the payment of the premium) and is valid until the last day of the insurance period.



How can I terminate the agreement?

You can terminate the insurance contract by informing us in writing or by e-mail no later than 15 days before the desired date of termination of the contract.