

Compulsory civil liability insurance for railway companies (carriers) and companies that use public railway infrastructure

Insurance product information document

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

Product: Compulsory civil liability insurance for railway companies (carriers) and companies that use public railway infrastructure

Detailed pre-contractual and contract-related information about the product is provided in the Regulations of the Compulsory civil liability insurance for railway companies (carriers) and companies that use public railway infrastructure approved by Resolution No. 1052 of the Government of the Republic of Lithuania of 13 November 2013, 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?

Compulsory civil liability insurance for railway companies (carriers) and companies that use public railway infrastructure. Insurance coverage applies to the Insured's property interests related to the Insured's civil liability to a third party for damage caused by the Insured's carriage of passengers, luggage, and/or cargo on domestic and/or international routes in the territory of the European Union and/or the use of rolling stock in the public railway infrastructure, provided that the event is 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?

✓ An insured event is the occurrence of civil liability of a railway company (carrier) or companies that perform shunting and/or drive to and from the place of construction, repair, and/or maintenance works of railway infrastructure objects and wish to use or use the public railway infrastructure due to consequences of carriage of passengers, baggage and/or cargo on local and/or international routes by the railway company (carrier) or companies that carry out shunting and/or drive to and from the place of construction, repair and/or maintenance of railway infrastructure objects and wish to use or use the public railway infrastructure in the territory of the European Union or the use of rolling stock in the public railway infrastructure during the validity period of the insurance contract, even if these consequences arose after the expiration of the insurance contract, if the claim made against the policyholder or insurer meets all of the following conditions: submitted as a written claim or an action; submitted during the validity period of the insurance contract and during the period determined by the parties to the insurance contract, no less than one year after the end of the insurance contract; submitted due to damage caused by the activity of passenger and luggage carriage on domestic and/or international routes carried out by the railway company (carrier) in the territory of the European Union and/or cargo transportation carried out by the railway company (carrier) on domestic and/or international routes in the territory of the European Union, or the use of rolling stock in the public railway infrastructure carried out by companies that



What is not covered by insurance?

The insurer is exempted from payment of benefits if:

- ✗ the damage was caused by the activity of another railway company (carrier) or companies that carry out shunting and/or travel to and from the place of construction, repair, and/or maintenance of railway infrastructure facilities and wish to use or use the public railway infrastructure, and such activity was not related to the carriage of passengers, luggage, and/or cargo on local and/or international routes or the use of railway rolling stock;
- ✗ the damage was caused by the intentional act of a railway company (carrier) or companies that perform shunting and/or drive to and from the place of construction, repair, and/or maintenance of railway infrastructure objects and wish to use or use the public railway infrastructure, except socially valuable intentional actions (self-defense, performance of civic duty, etc.);
- ✗ the damage is incurred by an employee of a railway company (carrier) or companies that carry out shunting and/or drive to and from the place of construction, repair, and/or maintenance of railway infrastructure objects and wants to use or uses the public railway infrastructure, due to accidents at work or suffering from an occupational disease;
- ✗ the damage occurred due to the transportation of goods by the railway company (carrier) using a railway rolling stock not intended for such transportation, or by the railway company (carrier) or a railway company (carrier) or companies that carry out shunting and/or drive

carry out shunting and/or driving to and from the place of construction, repair, and/or maintenance works of railway infrastructure objects and wish to use or use the public railway infrastructure.



Are there any restrictions on insurance coverage?

- ! There is no deduction for the insurance benefit.
- ! 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 minimum amount of compulsory civil liability insurance of a railway company (carrier) must be EUR 290,000 per insured event and EUR 725,000 for all insured events per year. The minimum amount of compulsory civil liability insurance for companies that carry out shunting and/or drive to and from the place of construction, repair, and/or maintenance of railway infrastructure objects and wish to use or use the public railway infrastructure must be EUR 58,000 per insured event and EUR 145,000 for all insured events per year.
- ! Yes, the insurance cover does not apply to terrorist acts, war, invasion, hostile acts of a foreign state, military or similar operations, the effects and contamination from nuclear energy or radioactive substances, circumstances which are considered force majeure according to the legislation of the Republic of Lithuania, intentional acts of the Insured, Insurant or the Beneficiary.

to and from the place of construction, repair, and/or maintenance works of railway infrastructure objects and wish to use or use the public railway infrastructure in case of breakdowns or defects of rolling stock, if these breakdowns/defects were identified in the relevant documents before the event that caused the damage and if the railway company (carrier) or companies that carry out shunting and/or drive to and from the place of construction, repair, and/or maintenance of railway infrastructure facilities and wish to use or use the public railway infrastructure or its representatives knew about these breakdowns or defects;

- ✗ the damage occurred as a result of the railway company (carrier) or companies that carry out shunting and/or drive to and from the place of construction, repair, and/or maintenance works of railway infrastructure facilities and wish to use or use public railway infrastructure engaging in an activity on railway tracks, in which rail transport traffic is prohibited;
- ✗ the damage was caused by the loss, disappearance, or destruction of cargo transported by the specified companies. Other non insured events are listed in the Regulations of the Compulsory civil liability insurance for railway companies (carriers) and companies that use public railway infrastructure approved by Resolution No. 1052 of the Government of the Republic of Lithuania of 13 November 2013.



Where do I get insurance coverage?

- ✓ Unless otherwise agreed, insurance coverage is valid in Europe.



What are my obligations?

- You must pay insurance premiums on time and 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 specified date (but no earlier than the payment of the premium) until the last day, both of these dates being specified in the insurance certificate (policy).



How can I terminate the agreement?

You can terminate the insurance contract by informing your insurance representative in writing or by e-mail at bta@bta.lt no later than 15 days before the desired date of termination of the contract.