

## AB ŠIAULIŲ BANKAS SAFETY PROGRAM INSURANCE TERMS AND CONDITIONS

Under Insurance Contract No B1511180024KT concluded by and between AB Šiaulių bankas and Atrium at Lloyd's from 1<sup>st</sup> of January, 2019 the Insured are covered by the following insurance covers: Vehicle Keys Cover (SECTION I), Ticket Cancellation Cover (SECTION II), Personal Liability Cover (SECTION III).

The Claims Handling Procedure (SECTION IV) and Complaints Handling Procedure (SECTION V) shall apply to all the Sections (SECTION I to III) of Safety Program Terms and Conditions.

### SECTION I. VEHICLE KEYS COVER

#### 1. Definitions

- 1.1. Vehicle - a mechanism designed for the transport of persons and/ or goods, including tractors and other self-propelled machinery and aircraft.
- 1.2. Insured means Vehicle Key holder who is lawful owner or possessor of the Vehicle.
- 1.3. Insured object is vehicle keys.
- 1.4. Insurance period – 12 months from the beginning of the insurance contract.
- 1.5. Insured amount means in the insurance policy specified a specific amount of money equal to the maximum insurance benefit payable by the Insurer in the event of an insured event. The insurance amount per event and for the entire insurance period is € 300.
- 1.6. Theft means unlawful actions by a person in order to steal, rob, take into possession property.

#### 2. Insured event

- 2.1. Event during the period of insurance when an insured key is lost, damaged or stolen (during theft or robbery).
  - 2.1.1. Vehicle key is considered lost when there is a prove of burglary, robbery or theft.
  - 2.1.2. Vehicle key is considered damaged when key is broken, damaged by water, fire, or other destructive forces and there is no fault of the Insured.
  - 2.1.3. Vehicle key is considered stolen when Insured immediately (not later than in 24 hours) reports theft to the Police and receives official report confirming theft/robbery.

#### 3. Covered losses

- 3.1. Losses of the Insured in case of the Insured event are:
  - 3.1.1. replacement key charges.
  - 3.1.2. locksmith charges for the replacement or repair of the lock when Insured is locked out of vehicle.

#### 4. Non-Insured event

- 4.1. Insurance indemnity is not paid in the following cases:
  - 4.1.1 The insured, the Insured's family members and/ or the beneficiary with gross negligence. High negligence is considered to be a person's behavior that manifests itself in actions that a person would not have done in accordance with minimum caution and attentiveness requirements (for example, a person's youthfulness, intoxication with narcotic, toxic substances, potently acting medicines, and other circumstances which indicate a high degree of personal negligence).
  - 4.1.2 the disappearance of the keys of the insured vehicle without the signs of burglary of the premises, certified safes or a designated territory.
  - 4.1.3 fraud, deception or other actions aimed at unjustifiably and illegally obtaining insurance indemnity.
  - 4.1.4 Insured doesn't have Police report, in case of theft.

#### 5. Duties of the Insured

- 5.1. In case of the Insurance event or when such an Insurance event is imminent, the Insured shall, insofar as is possible, attempt to prevent the damage from occurring or limit it.
- 5.2. Immediately inform Police or other competent authority of the event.
- 5.3. Immediately, but not later than in 15 calendar days inform Insurer about the event which could be declared as Insured event.
- 5.4. Submit to the Insurer all documents and information necessary to determine the fact of the Insured event, circumstances and calculate the amount of the insurance benefit.

#### 6. Insurance indemnity

- 12.1. The insurance indemnity shall be paid to the Insured Person within 30 days from the day of receipt of all required information for the purpose of verifying the fact and circumstances of the event and the amount to be paid out. The

insurance indemnity shall be calculated based on the financial documents confirming and substantiating the expenses and losses incurred by the Insured Person as a result of the insured event.

## SECTION II. TICKET CANCELLATION COVER

### 7. Definitions

- 7.1. Ticket shall mean the ticket issued to the Ticket Holder (Insured Person) and covered by the event ticket insurance.
- 7.2. Insured Person (Ticket Holder) shall mean a natural person that owns the Ticket purchased using AB Šiaulių bankas internet bank or debit/ credit card issued by AB Šiaulių bankas.
- 7.3. Coverage shall mean the amount of financial loss incurred by the Ticket Holder (Insured Person) as a result of failure to attend an event to which the tickets were purchased due to Illness, provided that the duration of the event does not exceed 72 hours.
- 7.4. Illness shall mean sudden, unexpected deterioration of health.
- 7.5. Insurance period – 12 months from the beginning of the insurance contract.
- 7.6. Insured amount means in the insurance policy specified a specific amount of money equal to the maximum insurance benefit payable by the Insurer in the event of an insured event. The insurance amount per event and for the entire insurance period is 200 €.

### 8. Insured event

- 8.1. Personal health problems – Illness resulting in the Insured Person’s hospitalization or out-patient treatment lasting through the day of the event and/or if the Insured Person has a medical certificate covering the illness and valid for no less than 7 calendar days, and preventing Insured from attending the event.
- 8.2. Event tickets must be purchased not less than 10 days before the event.

### 9. Event ticket insurance shall not cover the following events

- 9.1. Death or trauma of the Insured Person or a close relative.
- 9.2. Insured Person’s or a close relative’s pregnancy resulted in childbirth or related complications.
- 9.3. Fire or explosion at the Insured Person’s or family members home.
- 9.4. If the event was cancelled or the Insured Person could not attend it due to a reason other than the ones specified in Article 8 hereof. The Insurer is not liable for cancelled events and shall not refund the ticket price or any applicable fees. All refunds for cancelled events shall be issued by the event organizer.
- 9.5. If the event gets cancelled due to strikes, upheaval, natural disasters or terrorist acts, provided that the respective information was available before the event and the Insured Person had a possibility to return the Ticket.

### 10. The insurance shall cover the following losses

- 10.1. Full price of the Ticket and all additional fees applied when purchasing the Ticket in case of inability to attend the event due to a reason specified in Article 8 hereof. Maximum insurance indemnity is 200 € annual amount of cover.

### 11. Duties of the Insured

- 11.1. The Insured Person shall fill out the application form within 15 calendar days from the event he/she could not attend and shall attach copies of the ticket, medical certificate and other documents that are necessary to investigate the case and confirm the fact of the event.
- 11.2. The investigation of the case starts after all required documents are submitted by the Insured Person but only after the end of the event.

### 12. Insurance indemnity

- 12.1. The insurance indemnity shall be paid to the Insured Person within 30 days from the day of receipt of all required information for the purpose of verifying the fact and circumstances of the event and the amount to be paid out. The insurance indemnity shall be calculated based on the financial documents confirming and substantiating the expenses and losses incurred by the Insured Person as a result of the insured event.
- 12.2. The insurance coverage is limited to one ticket per person, regardless of the number of tickets purchased, up to 200 € annually.

## SECTION III. PERSONAL LIABILITY COVER

### 13. Definitions

- 13.1. Insured – AB Šiaulių bankas private client who has chosen Safety program insurance cover.

- 13.2. Damage – destruction of and/or Damage to tangible property of a third party or bodily injury of a third party (including death), also immaterial Damage incurred due to bodily injury and related costs, and lost income, which would have been received by the person had no injury have been incurred due to Insured's fault.
- 13.3. Damages – the Damage expressed in monetary terms plus reasonable expenses for the determination of civil liability and amount of the Damage as well as for the recovery of losses on out-of-court basis, up to 1 000 € Insured sum limit.
- 13.4. Beneficiary – affected third party.
- 13.5. Vehicle - a mechanism designed for the transport of persons and/ or goods, including tractors and other self-propelled machinery and aircraft.

#### **14. Object of insurance**

- 14.1. Object of insurance – property interests of the Insured related to civil liability arising from ordinary actions of the Insured as a natural person, whereby the Damage has been inflicted on third parties.

#### **15. Insured event**

- 15.1. Events insured include
- 15.1.1 third party claim against the Insured for indemnification for the Damage inflicted during the term and validity of the insurance cover.
- 15.1.2 unlawful negligent actions by the Insured, causing damage to third party, as a result of which the Insured incurs indispensable and reasonable legal expenses.

#### **16. Duties of the Insured**

- 16.1. Take all reasonable and affordable measures available to minimize potential damage;
- 16.2. Report the event immediately to the police or other competent authority (in the case of fire - fire department, in case of health disturbance - ambulance, etc.);
- 16.3. To notify the Insurer immediately, but not later than within 15 calendar days, of an event that may be recognized as insured;
- 16.4. Upon receiving third-party claims, inform the Insurer in writing within 5 working days, regardless of the fact that the insurer has been informed of the event beforehand;
- 16.5. To provide the Insurer with all the documents and information he requires to determine the fact of the event, circumstances and calculate the amount of the insurance benefit;
- 16.6. If third parties apply to the court for the damage caused by the Insured, Insured must immediately, but not later than within 5 working days, inform the Insurer in writing, even if the same event has already been notified;
- 16.7. If third parties bring actions in court, comply with all instructions of the Insurer in the court proceedings, as well as provide all requests, explanations and evidence available;
- 16.8. Upon request of the Insurer, authorize the Insurer to perform on behalf of the Insured all in the Insurer's opinion the targeted statements concerning the satisfaction or rejection of claims by third parties;
- 16.9. Without written consent of the Insurer not to recognize the validity of the claim submitted to the Insured or to satisfy (in no way) third party claims for damages;
- 16.10. In all cases, do not act against the Insurer's interests.

#### **17. Insurance Indemnity**

- 17.1. Losses incurred by a third party shall be indemnified for within the limits of 1 000 €. Losses shall be indemnified for by paying to the third party the insurance indemnity, the amount of which shall be determined according to legal acts governing civil liability.
- 17.2. The Insurer shall also indemnify, within the limits of the Sum Insured, for expenses related to the consideration of and replies to the claim; however, the amount of claim shall be paid in the first instance.
- 17.3. The Insurer shall undertake to pay the indispensable and reasonable legal expenses related to negligent actions by the Insured.
- 17.4. If the Insured has indemnified the affected third party for the Damage, the Insurer shall pay the insurance indemnity to the Insured.
- 17.5. If the Sum Insured is smaller than the total amount of the Damage done to all affected third parties, the insurance indemnity shall be allocated to such third parties in proportion to the Damage done to each of them.
- 17.6. Where the Insured is guilty for the Damage jointly with other persons, the Insurer shall pay only the share attributable to the Insured, irrespective of whether or not the Insured has indemnified the claimant, in full or in part, for the Damage done jointly with other persons.
- 17.7. When approaching the Insurer in respect of an event, the Insured shall submit a notice stating:
- 17.1.1. when, where and under what circumstances the event, which has resulted (or may result) in the filing of a claim, took place;

- 17.1.2. surnames, legal names, and addresses of persons who/which have filed (or may file) a claim against the Insured;
- 17.1.3. expected, estimated amount of Damages (claim).
- 17.8. If the Insured does not agree with the Insurer's recognition of third party claims as justified claims, reaching of an amicable agreement with third parties, or satisfaction of third party claims, the Insurer shall not pay for any additional expenses arising from such disagreement (including interest if any);
- 17.9. Extended reporting period for claims notification to Insurer is 6 months after policy expiration date.

## **18. Not-Insured event**

- 18.1. Civil liability for the Damage shall not be covered if the Damage:
- 18.2.1 was done to the Insured or his/hers family member (Family member means the spouse of the Cardholder or life partner (without marriage registration) and related with him/her by a common household not less than 1 year as well as Cardholder's and/or spouse's/life partner's children (or adopted children, or children in foster care) under 19 years of age of the Insured and/or of the spouse/ partner of the Insured or under 24 years of age if in full-time education).
- 18.2.2 arose from actions of the Insured as a professional participating in a competition and was inflicted upon other participant in such competition.
- 18.2.3 arose during hunting or target-shooting.
- 18.2.4 arose due to improper execution or non-execution of a contract (contractual liability). Where the liability for the Damage under the contract is higher than that under the law without a contract, the insurance cover shall be valid to the extent of the liability arising under the law without a contract.
- 18.2.5 is related to the control, use, loading and unloading of vehicles except for the liability related to the control and use of such land vehicles as bicycles, motorbikes and four-wheel motorcycles as well as such water vehicles as water motorcycles and such non-self-propelled vessels as yachts up to 80 gross register tonnage, sailboats, kayaks, canoes, rubber boats up to 130 kg carrying capacity, tourist floaters, floating cottages, water bicycles.
- 18.2.6 related to full or partial loss, destruction, Damage, losing or loss of opportunity to use property of third party who is a natural person, which was leased, as of the moment of arising of the Damage, by the Insured from such natural person.
- 18.2.7 done to money, securities, bars, schlichs, nuggets, semi-finished pieces of industrial or laboratory purpose, and articles of precious metals (gold, platinum, silver), diamonds, jewellery and other household articles of gold, silver, platinum and metals of platinum group, gemstones, pearls as well as scrap thereof, works of art, antiques, articles having numismatic, sphragistic, heraldic or philatelic value, orders or medals or collections or sets thereof or other formations thereof having artistic, historical or another cultural value.
- 18.2.8 the Insured was wilfully intoxicated with alcohol, narcotic, toxic or other psychotropic substances or took medicines of strong action without a medical doctor's prescription, and this has a causal relationship with the causing of the Damage to third party.
- 18.2.9 arising directly or indirectly from or due to Employers liability, contractual liability.
- 18.2.10 arising directly or indirectly from or due to Animals belonging to or in the care, custody or control of an Insured Person.
- 18.2.11 arising directly or indirectly from or due to pollution or contamination.
- 18.2.12 arising directly or indirectly from or due to passing on an infectious disease.
- 18.3. Insurer is exempted from the obligation to pay insurance indemnity, if the Insured or other person related, which caused the insured event:
- 18.3.1. does not take measures to prevent the occurrence of damage or to reduce its size.
- 18.3.2. does not take any measures that would allow the Insurer exercise the right to subrogation, or refused its own claim for damages.

## **19. Legal expenses not Subject to Indemnification**

- 19.1. expenses to which the Insurer has not given its prior consent.
- 19.2. fines, penalties (civil, penal, administrative, and contractual) and other sanctions of similar nature.
- 19.3. legal expenses related to the actions of the Insured taken prior to the coming into effect of the insurance cover.

## **20. Subrogation right**

- 20.1. after payment of Insurance indemnity to third parties Insurer obtains a right to submit a claim for the sum of paid indemnity to a person, responsible for the damage.
- 20.2. Insured or the Beneficiary must transfer to the Insurer all the information which is necessary and fully cooperate with the Insurer to implement the right of subrogation.

## SECTION IV. CLAIMS HANDLING PROCEDURE

### 21. Claims handling procedure

- 21.1. The insured shall as soon as possible after the Insurance event contact Baltic Underwriting Agency, AB (hereinafter - BUNDA) customer service.
- 21.2. The Insured must retain and, if requested by BUNDA to do so, necessary documents to BUNDA in order for the notification of loss to be processed.
- 21.3. The notification of loss must include at least the following appendices:
- 21.3.1 Receipt confirming acquisition of a new key or replacement of locks (in case of Vehicle Key Loss);
- 21.3.2 Medical reports confirming illness and incapacity or out-patient treatment (in case of Ticket Cancellation);
- 21.3.3 Third party written claim and claim supporting documents (in case of Personal Liability);
- 21.3.4 In case of Accidental damage, receipts for the repair costs incurred, or an estimation of the repair costs written by an authorized repair shop or seller of the product;
- 21.3.5 In case of theft, burglary or robbery, a certificate of the law enforcement institution confirming the accident of theft, burglary or robbery;
- 21.3.6 Other BUNDA requested documents which are necessary for claims handling process.

The notification of loss with attachments must be submitted to:

Baltic Underwriting Agency, AB  
Kestucio g. 59, 08124  
Vilnius, Lithuania  
Tel + 370 52 667799  
E-mail claims@bunda.eu

- 21.4. BUNDA is not obligated to pay the compensation until BUNDA has received all the necessary documentation.
- 21.5. BUNDA shall pay the compensation due to the Insurance event or notify the Insured that no compensation is paid, without delay and no later than within 30 days from BUNDA receipt of the documents and information necessary for the clarification of BUNDA liability. If the amount of the compensation is not undisputed, BUNDA will in any event pay the undisputed part of the compensation within the aforementioned period of time. The compensation will be paid in euro regardless whether the Insured item is purchased from another country. The compensation will be paid out as a bank transfer or to the bank credit account in AB Šiaulių bankas according to the decision of BUNDA.

## SECTION V. COMPLAINTS HANDLING PROCEDURE

### 22. Complaints Handling Procedure

- 22.1. Any complaint should be addressed in the first instance to the Insurer's Coverholder in Lithuania:
- Kristina Penkaitienė, CEO  
Baltic Underwriting Agency, AB  
Kestucio str. 59, Vilnius 08124, Lithuania  
info@bunda.eu
- 22.2. The Lloyd's managing agent, Atrium Underwriters Limited, or the party named above that it has appointed to adjudicate on your complaint on its behalf, will aim to provide you with its decision on your complaint, in writing, within 15 calendar days of receipt of the complaint.
- 22.3. If you remain dissatisfied with the decision on your complaint or you have not received a decision within 15 calendar days you may, if you wish, refer your complaint to the Lloyd's General Representative for Lithuania who will investigate and assess this complaint and aim to provide you with a final response within 30 calendar days of the complaint being made to the party named above. The contact details are as follows:
- Mr. Tomas Kontautas, Lloyd's General Representative for Lithuania  
c/o Sorainen  
Jogailos str. 4, Vilnius 01116, Lithuania  
T +370 52 649376  
tomas.kontautas@lloyds.com
- 22.4. Should you remain dissatisfied with the final response from Lloyd's General Representative for Lithuania or if you have not received a final response within 30 calendar days of the complaint being made, you may refer your complaint to the following organisation. The contact details are as follows:
- Bank of Lithuania, Supervision Service  
Zirmunu str. 151, Vilnius 09128, Lithuania
- 22.5. The complaints handling arrangements above are without prejudice to your rights in law.