

ERGO Insurance SE Lithuanian branch

Personal civil liability insurance rules No. 025



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I. Definitions

1. The following definitions have been used in these insurance rules and the insurance contract:

- 1.1. **Policyholder** (hereinafter – You) means a person who has either applied to the insurer for the conclusion of an insurance contract, or whom the insurer has offered to conclude an insurance contract, or who has concluded an insurance contract with the insurer.
- 1.2. **Insurer** (hereinafter – We/Us) means ERGO Insurance SE Lithuanian branch.
- 1.3. **Beneficiary** means a person entitled to an insurance indemnity.
- 1.4. **Insured** means a person specified in the insurance contract, whose property interests arising from civil liability are insured, co-insuring civil liability of family members of the Insured.
- 1.5. **Suffered third person** means a person whom the Policyholder or the Insured has caused damaged.
- 1.6. **Insurance rules** mean our standard terms and conditions of the insurance contract, which are an integral part of the insurance contract.
- 1.7. **Insurance coverage** means our commitment to pay an insurance indemnity in case of an insured event.
- 1.8. **Insurance contract** means a contract concluded between You and Us. By this insurance contract, We undertake to pay You or the third party, for the benefit of whom the insurance contract has been concluded, an insurance indemnity calculated in accordance with the procedure specified in the insurance contract upon an occurrence of an insured event provided for in the insurance contract for an insurance premium set in the contract. The insurance contract consists of these insurance rules, an insurance policy and other documents, if any (e.g.: Your written application for concluding an insurance contract, supplements or amendments to the insurance policy, etc.).
- 1.9. **Insurance policy** means a printed or an electronic document confirming the conclusion of an insurance contract.
- 1.10. **Insurance contract period** means the period specified in the insurance policy. If the Policyholder duly discharges its obligation to pay the full, first and/or deferred insurance premium, the period of the insurance contract shall be the same as the insurance coverage period, unless the insurance contract establishes otherwise.
- 1.11. **Insurance risk** means a likely threat to the object of insurance.
- 1.12. **Insured event** means an event specified in the insurance contract, upon the occurrence of which an insurance indemnity shall be paid.
- 1.13. **Sum insured** means the amount of money specified in the insurance contract or calculated in accordance with the procedure established in the insurance contract, which an insurance indemnity may not exceed, unless the insurance contract establishes otherwise.
- 1.14. **Deductible** means the sum reducing an insurance indemnity amount in case of an insured event.
- 1.15. **Non-insured event** means an event provided for in the insurance contract, upon the presence or occurrence of which We shall not pay an insurance indemnity.
- 1.16. **Close relatives** mean parents, children, adoptive parents, adopted children, grandparents, grandchildren, and siblings.
- 1.17. **Litigation costs** means a stamp duty, remuneration paid to an attorney-at-law and other costs associated with case hearing in court.
- 1.18. **Civil liability** means an obligation to indemnify for a damage done to a third party as a result of acts (or omissions) prohibited by law or a violation of the general duty to act with care and diligence.
- 1.19. **Insurance territory** means a geographical territory the insured events having happened wherein are subject to insurance coverage.
- 1.20. **Financial damage** means losses incurred by a third party unrelated to the damage or destruction of property, a bodily injury or death.
- 1.21. **Long-term rent** means rent lasting more than 6 (six) months.
- 1.22. **Control** means a directly and/or indirectly acquired or managed stake in the company (shares or other equity) entitling its owners or managers to more than 20% of votes at a meeting of sharers of the legal entity, as well as the right to appoint (elect) or recall the head of administration, more than a half of members of the board or supervisory board (their respective management bodies), to actually control the decisions made by the related person (because of managing a part of shares (shares or other parts of capital) which is larger than that held by other persons, the concluded agreements or other circumstances).
- 1.23. **Hunting** means a type of use of wildlife with the aim to use the resources of wild game by tracking, stalking, persecuting, shooting or capturing animals.

- 1.24. **Real estate object** means an apartment (with its appurtenances, including basement, parking lot, garage, storage) or a residential building (house) together with the buildings on Your land plot, i.e. a fence, a gate, yard paths, wells, outdoor lighting equipment, gazebos, a greenhouse, drainage and irrigation equipment, auxiliary buildings, etc.
- 1.25. **Losses** means a monetary expression of damage.
- 1.26. **Sublimit** means a part of the sum insured equal to the maximum insurance indemnity due to a specific possible event of Your civil liability provided for in the insurance contract. After We have paid an insurance indemnity equal to the sublimit or a part thereof, the sum insured shall decrease accordingly by the amount of the sublimit or its part.
- 1.27. **Family members** means your spouse or a person who lives (without a registered marriage) and shares a household with You (a cohabitant or a partner) and your children (adopted children) up to 20 years of age (inclusive).
- 1.28. **Third party** means any person other than You and /or the Insured, or persons related to You and /or the Insured. Persons who are in employment or civil contractual relations with You and /or the Insured shall not be considered a third party.
- 1.29. **Damage** means damage to, destruction, loss of property of a third party, injury, killing of a third party, and expenses incurred in connection therewith, also loss of income which a third party would have received if the damage was not done. In case of injury or killing of a third party, the concept of damage shall also include non-pecuniary damage.
- 1.30. **Damage to natural environment** means a sudden and unexpected spread of harmful substances that change the natural state of the air, water (including groundwater), land, flora or fauna.
- 1.31. **Increase in insurance risk** means a change in the circumstances specified in your application for conclusion of an insurance contract or another document which you provided to Us, or a change in the circumstances about which We asked for information in writing, which increase or may increase the insurance risk. Renting out real estate objects owned by You and /or Your family members and /or other insured persons to third parties shall be considered an increase in insurance risk, which We also ask You to report to Us immediately, if this has not already been reported at the time of concluding this insurance contract.

II. Personal civil liability insurance terms and conditions

2. Object of insurance

- 2.1. The object of insurance includes property interests related to Your civil liability for damage done to property, health or life of a third party, including non-pecuniary damage, co-insuring civil liability of your family members.

3. Insurance options

- 3.1. Civil liability of Yours and/or Your family members shall be insured by choosing one of the following insurance options.

3.2. **Owner's liability – civil liability for the management of one real estate object**

- 3.2.1. A real estate object may be managed under the right of ownership, joint or partial ownership, rent or another lawful basis, but may not be used in commercial activities.

- 3.2.2. If You are the owner / co-owner of property, Your civil liability and civil liability of persons legally staying at the place of insurance (except Your tenants or their guests) arising out of the management of real estate in the territory of the Republic of Lithuania, the address of which has been indicated in the insurance policy (except real estate objects that have been rented out), and operation of the movable property contained therein shall be insured.

- 3.2.3. If You own a real estate object under the right of joint ownership, civil liability of all co-owners for the real estate object jointly owned with You under the right of joint ownership and indicated in the insurance policy shall be insured, except for the civil liability of managers of common areas and/or courtyard buildings. Once You become liable as a manager of common areas and/or courtyard buildings of a multi-apartment building, damage shall be indemnified in proportion to Your share of common areas and/or courtyard buildings of a multi-apartment building.

- 3.2.4. If Your real estate object has been rented out, the following may be insured upon an additional agreement:

- 3.2.4.1. Your civil liability as the owner of this property arising out of the management of the real estate object specified in the insurance policy when your real estate object has been rented out. Your civil liability for damage done to tenants shall not be insured;
- 3.2.4.2. civil liability of Your long-term tenants for the use and/or management of real estate and movable property in it specified in the insurance policy. Civil liability of tenants for damage done to You shall not be insured.

- 3.2.5. If You are a tenant, the following shall be insured:

- 3.2.5.1. Your civil liability for the management of real estate in the territory of the Republic of Lithuania, the address of which has been indicated in the insurance policy, and for the operation of the movable property therein;

- 3.2.5.2. Civil liability of Yours as a tenant for damage done to the real estate object specified in the insurance policy.

The sublimit of the sum insured in case of damage to rented real estate shall be 50% of the sum insured specified in the insurance policy, but not more than EUR 10 000,00 for the entire validity period of the insurance contract.

Insurance coverage shall not apply for claims for depreciation, wear and overload (e.g. electric voltage); for damage to heating appliances, boilers and hot water preparation equipment or gas and electricity appliances.

Insurance coverage shall not apply for damage done inside the accommodation that You rent and/or movable property outside of it.

- 3.2.6. If You are another lawful user, Your civil liability arising in accordance with applicable legal acts of the Republic of Lithuania for the management of real estate in the territory of the Republic of Lithuania, the address of which has been specified in the insurance policy, and the operation of movable property therein shall be insured.
- 3.2.7. Civil liability of the owner of this real estate object arising as that of the owner of this real estate object shall be co-insured.
- 3.2.8. The sublimit of the sum insured for damage done to third parties by ordinary repairs to the real estate object specified in the insurance policy shall be EUR 3 000,00 during the entire validity period of the insurance contract, but it shall in all cases be limited to the sum insured specified in the insurance policy.
- 3.3. **Owner's liability plus – civil liability for all real estate objects managed under the right of ownership**
 - 3.3.1. Real estate objects may be managed under the right of ownership, joint or partial ownership, but may not be used in commercial activities.
 - 3.3.2. Having chosen this insurance option, Your and/or Your family members' civil liability arising out of the management of real estate objects in the territory of the Republic of Lithuania owned by You and/or Your family members and operation of the movable property contained therein, except for the real estate for conducting commercial activities, shall be insured.
 - 3.3.3. Civil liability of persons lawfully staying in real estate objects owned by You and/or Your family members (except for tenants or their guests) arising out of the management of all real estate objects owned by You and/or Your family members (except for real estate objects that have been rented) and the operation of movable property therein shall be co-insured.
 - 3.3.4. If You and/or Your family members manage real estate objects under the right of joint ownership, civil liability of all co-owners for real estate owned jointly with You and/or Your family member shall be insured, except for civil liability of common areas of a multi-apartment building and/or courtyard buildings. Once You become liable as a manager of common areas and/or courtyard buildings of a multi-apartment building, damage shall be indemnified in proportion to Your share of common areas and/or courtyard buildings of the multi-apartment building.
 - 3.3.5. If your real estate object has been rented, the following may be insured upon an additional agreement:
 - 3.3.5.1. civil liability of Yours and/or Your family members as owners of objects of this real estate arising out of the management of the real estate object indicated in the insurance policy, when Your real estate object has been rented out. Your/ Your family members' civil liability for damage done to tenants shall not be insured;
 - 3.3.5.2. civil liability of Your/ Your family members' long-term tenants for the use and/or management of real estate and movable property therein specified in the insurance policy. Civil liability of tenants for damage done to You/ Your family members shall not be insured.
 - 3.3.6. The sublimit of the sum insured for damage done to third parties by ordinary repairs to the real estate objects owned by You/ Your family members shall be EUR 3 000,00 for the entire validity period of the insurance contract, but it shall in all cases be limited to the sum insured specified in the insurance policy.
- 3.4. **Personal liability – civil liability of a person for daily activities and for all real estate owned by him/ her**
 - 3.4.1. Having chosen this insurance option, Your civil liability arising out of the following shall be insured:
 - 3.4.1.1. daily activities of You and/or Your family members as natural persons (except for damages related to work, professional, official activities or participation in organizations or associations);
 - 3.4.1.2. management of real estate objects in the territory of the Republic of Lithuania owned or otherwise lawfully managed by You and/or Your family members (including a real estate object owned by Your close relatives, which is Your and Your family members' permanent place of residence), regardless of the fact that the insurance policy indicates a different insurance territory, and

- operation of movable property therein, except for real estate intended for conducting commercial activities;
- 3.4.1.3. civil liability of persons staying lawfully in real estate objects owned by You and/or Your family members (except for tenants and their guests) arising out of the management of all real estate owned by You and/or Your family members (except for the management of real estate objects that have been rented out) and the operation of movable property therein shall be co-insured;
- 3.4.1.4. if You and/or Your family members manage real estate objects under the right of joint ownership, civil liability of all co-owners for real estate owned jointly with You shall be co-insured, except for civil liability of managers of common areas of a multi-apartment building and/or courtyard buildings. Once Policyholder becomes liable as a manager of common areas and/or courtyard buildings of a multi-apartment building, the damage shall be indemnified in proportion to the Policyholder's share of the common areas;
- 3.4.1.5. for damage done to rented real estate objects;
The sublimit of the sum insured for damage done to rented real estate shall be 50% of the sum insured indicated in the insurance policy, but no more than EUR 10 000,00 during the entire period of validity of the insurance contract.
Insurance coverage shall not apply for claims for depreciation, wear and overload; damage to heating appliances, boilers and hot water preparation equipment or gas and electricity appliances. Damage to movable property inside and/or outside Your rented accommodation shall not be insured.
- 3.4.1.6. for activities of persons working in the accommodation (except for injury, health disorder and/or death of persons working in household), if You suffered as a result of the work activities;
- 3.4.1.7. for damage to third parties done in the performance of ordinary repair works at real estate objects owned by You and/or Your family members. The sublimit of the sum insured in case of such damage has been indicated in the insurance policy;
- 3.4.1.8. for damage caused by keeping pets, except for reptiles and arthropods and fighting dogs or their crossbreeds (i.e. included in the List of fighting and dangerous dog breeds approved by Order of the Director of the State Food and Veterinary Service of the Republic of Lithuania or defined as combat and/or dangerous dogs by other legislation);
- 3.4.1.9. for damage done when operating or using non-motorized land and water vehicles, also motor water vehicles up to 5 AJ and electric vehicles (e.g. bicycles, scooters, rollerblades) with a maximum possible speed of up to 25 km/h. Technical parameters of these vehicles shall be assessed taking into account their parameters indicated in the manufacturer's specifications;
- 3.4.1.10. for damage to movable property (except for motor vehicles, hardware, electronics, household appliances and means of communication) rented from a legal entity (as well as from a natural person carrying out a commercial activity under a business license or individual activity certificate) and used by You and/or Your family members for no more than 8 hours.
Loss of a movable property rented and used by You and/or Your family members in case of robbery or theft shall be considered loss of such an item. Theft shall mean theft of an item with a burglary from a locked room or car, or theft of an item when the rented item was left attached to stationary objects.
Loss of movable property used by You and/or Your family members shall be reported to the police immediately (within 24 hours).
The limit of the sum insured in case of such damage shall be EUR 3 000,00 during the entire validity period of the insurance contract, but it shall in all cases be limited to the sum insured specified in the insurance policy.
Depreciation of movable property and costs relating to lost merchantability (scratches, dents, cracks, smears, etc.) shall not be indemnified.
- 3.4.1.11. for damage done by operating unmanned aerial vehicles (up to 3 kg) for non-commercial purposes, provided that the legislation governing the use of unmanned aerial vehicles has not been violated;
- 3.4.1.12. for damage done by operating self-propelled machinery and other equipment for the maintenance of the territory of your land plot, including a petrol saw;
- 3.4.1.13. for damage done to animals farmed for own needs (i.e. cattle, swine, sheep, goats, horses, stallions, ponies, chickens, ducks, geese, turkeys and bees);
- 3.4.1.14. for damage to third parties by closing or opening the door of a parked car (this condition shall not cover damage caused by an accident or if a vehicle has not been registered or does not have a valid roadworthiness test). The sublimit of the sum insured in case of such damage shall be

- EUR 3 000,00 for the entire validity period of the insurance contract. A deductible of EUR 300,00 shall apply for each insured event;
- 3.4.1.15. for damage done to the natural environment and third parties caused by pollution of land, air, water or other harmful alteration of the natural environment, including indemnification of damage calculated by environmental officers in accordance with the procedure established by legal acts of the Republic of Lithuania. The sublimit of the sum insured in case of such damage shall be EUR 3 000,00 for the entire validity period of the insurance contract. A deductible of EUR 100,00 shall apply for each insured event.
- 3.4.2. Your civil liability arising from the following may be insured by an additional agreement having specified that in the insurance contract:
- 3.4.2.1. for damage done by a specifically indicated person hunting. Having chosen this extension of insurance coverage, damage done to property, health or life of a third party while hunting shall be indemnified. Insurance coverage shall not be valid when using a firearm or another weapon not licensed or registered with a territorial police station and /or without an issued hunter's ticket. Insurance coverage shall not apply having violated legal acts governing hunting;
- 3.4.2.2. civil liability of Yours and /or Your family members as owners of these real estate objects arising out of the management of the real estate object specified in the insurance policy, when Your and /or Your family members' real estate object has been rented. Civil liability of Yours and /or Your family members for damage to tenants shall not be insured;
- 3.4.2.3. civil liability of Your long-term tenants for the management and /or use of the real estate specified in the insurance policy and the movable property therein. Civil liability of tenants for damage done to You and /or Your family members shall not be insured;
- 3.4.2.4. for damage done during internship. Only the civil liability of a specifically named person for damage to the property of the host institution done by his/her actions (omission) as a student /intern shall be insured. Civil liability shall not be insured for any damage to laboratory, medical equipment, vehicles, other property of the host institution, which the insured person has received on the basis of loan-for-use, custody or other agreements. Civil liability for actions that require appropriate professional qualification and /or professional experience shall not be insured. Indirect losses (loss of income which the host institution would have received if the damage was not done) incurred by the host institution shall not be indemnified.

4. Insured events

- 4.1. Unless insurance contract terms and conditions establish otherwise, a claim against You and /or Your family member for Your and /or Your family members' civil liability insured under the insurance contract shall be considered an insured event in accordance with these rules, if all the following conditions have been met:
- 4.1.1. You reported to us a potential insured event or a claim for damages filed during the insurance coverage period or within 3 years from the date of the event;
- 4.1.2. a claim was filed for damage done during the validity period of the insurance contract;
- 4.1.3. a claim was filed for damage done in the insurance territory;
- 4.1.4. You are liable for any damages incurred in accordance with laws governing your liability;
- 4.1.5. an event is not considered a non-insured in accordance with the terms and conditions of these rules.

5. Non-insured events

5.1. Cases where third parties claim damages for the following shall be considered non-insured events:

- 5.1.1. in accordance with provisions of contracts or agreements under which a third party should be indemnified for losses in excess of those provided for in legal acts governing non-contractual liability;
- 5.1.2. for a default on or improper performance of a contract (contractual liability);
- 5.1.3. for damage related to ionizing radiation, radioactive materials, the use of lasers or mazers, electromagnetic fields (EMF), any kind of electromagnetic radiation (EMR), exposure to EMF / EMR from electrical devices or directly and indirectly related, and/or affected by nuclear reactions, nuclear radiation or radioactive contamination;
- 5.1.4. for long-term or continuous spread of temperature, gas, vapor, smoke, moisture or precipitation (e.g. soot, dust, etc.) or harmful substances and its effects (sudden or continuous); also if damage was done by sedimentation of the land plot, landslides, subsidence of buildings or parts thereof, floods of water bodies or instability of soil during piling or exposure to vibration;
- 5.1.5. for damage which You and/or Your family members did while operating, using or disposing of any type of motorized land, water or air vehicle, including damage to the vehicle itself. This clause shall not apply in the cases specified in clauses 3.4.1.9, 3.4.1.11, 3.4.1.12, 3.4.1.14 hereof, when the insurance option "Personal liability" has been chosen;
- 5.1.6. for damage done to the natural environment, also for other losses to third parties caused by pollution of land, air, water or other harmful alteration of the natural environment, also noise, except for the cases specified in clause 3.4.1.15 of these insurance rules, if the insurance option "Personal liability" has been chosen. A change in the natural state of land, water and air shall be considered damage to the natural environment;
- 5.1.7. for damage which You and/or Your family members caused while participating or preparing to participate in (training for) horse, bicycle, motorcycle or car races, boxing, wrestling or martial arts competitions;
- 5.1.8. for damage done by grazing animals in Your and/or Your family members' possession, except for the cases specified in clause 3.4.1.13 hereof, if the insurance option "Personal liability" has been chosen;
- 5.1.9. for damage to wildlife;
- 5.1.10. for damage to property that You and/or Your family members have rented, borrowed, acquired on the basis of loan-for-use, custody or other contracts or agreements (except for the rented residential premises and the cases specified in clause 3.4.1.10 hereof, if the insurance option "Personal liability" has been chosen, if You or Your family members are tenants), also, when You caused damage to property of third parties by directly using that property in Your activities (e.g. processing, repairing, transporting, inspecting it, etc.);
- 5.1.11. for the loss or theft of a movable item rented from a legal entity (including a natural person carrying out a commercial activity under a business license or individual activity certificate) and used by You and/or Your family members when there are no signs of a burglary or when the item was left unattended or in an unlocked room, in a car, or unattached to a stationary object, or when the theft or robbery of an object has not been reported to the police;
- 5.1.12. for damage to property which You and/or Your family members have managed unlawfully or dishonestly;
- 5.1.13. for damage caused by the management of real estate objects by You and/or Your family members that have not been registered in the State Enterprise Centre of Registers or do not have a valid construction permit, or management of premises installed without the required permit, except when no permits are required for construction or repair of the object;

- 5.1.14. directly and/or indirectly caused by or related to war, crime, aggression, hostile acts of foreign countries (whether or not a war has been declared), martial law, civil war, rebellion, revolution, riots, mass or internal unrest having reached the scope of an uprising, use of military or illegal force, strikes, lock-outs related to your participation in military training, military missions and other acts, also detentions and arrests by authorities and officials of any kind regardless of the fact that the occurrence or extent of the damage may have been affected by other causes and circumstances. Damages related to response, prevention or suppression of the acts referred to in this clause shall not be indemnified under this clause;
- 5.1.15. for damage related to contagious diseases;
- 5.1.16. for asbestos-related damage;
- 5.1.17. for loss of ability to work, when third parties claim reimbursement of salary, pension, medical expenses, provision of other social support, when salary, pension or medical expenses have already been reimbursed to them by social insurance, or when the suffered third parties have been provided with other social support;
- 5.1.18. for damage which You and /or Your family members did under the influence of alcohol, drugs or psychotropic substances, or damage which was done by smoking in bed;
- 5.1.19. for damage related to the construction, overhaul and/or reconstruction works carried out by You, Your family members or other persons acting on Your behalf and /or in Your interests and /or for Your benefit, except for ordinary repairs; also for damage caused by You and /or Your family members who do not have the right to work with the relevant equipment or machinery or the right (permission) to carry out the respective construction, overhaul or reconstruction works;
- 5.1.20. in case of third parties claiming indemnification of financial losses (profit, loss of income, impairment of assets, etc.) and indirect losses when they are not directly related to a damage done to a person or property;
- 5.1.21. for damage done to money, securities and/or other debt or credit and personal documents, jewellery, works of art and antiques, mobile phones, laptops and tablets;
- 5.1.22. for the dissemination of data degrading the honour and dignity of a third party, as well as regarding the disclosure of information about a natural person and his/her private life or about a legal person, or the use of information for selfish purposes;
- 5.1.23. relating to the Internet (use of Internet, intranet, extranet, e-mail, etc.), due to cyber-attacks, loss, corruption or destruction of software, documents, data and related business interruptions, including loss of revenue and lost profits;
- 5.1.24. for the production, processing, storage, transport, use or trade of weapons, ammunition and explosives, liquefied gas, toxic substances, except for the use of fireworks and the cases specified in clause 3.4.2.1 hereof, if additionally agreed thereon and included in the insurance policy;
- 5.1.25. for damage caused while on any internship, except for the cases specified in clause 3.4.2.4 hereof, if additionally agreed thereon and included in the insurance policy;
- 5.1.26. for damage, destruction or loss of values of scientific, historical or cultural significance;
- 5.1.27. caused directly or indirectly, associated with or resulting from hepatitis A, B, C, G and/or its pathogens, human immunodeficiency virus (HIV) or mutated derivatives and/or strains of this virus, as well as any condition in any way related to acquired immunodeficiency syndrome (AIDS) or any other similar symptom. This exemption also covers costs for protection or medical check-ups in the event of a suspicion of infection with any of the above-listed diseases;
- 5.1.28. for impact caused by the use of chemical and biological substances for non-peaceful purposes;

- 5.1.29. for fines, penalties (civil, criminal, administrative or contractual), criminal losses and other similar penalties or sanctions provided for in contracts and/or legal acts;
- 5.2. An insurance indemnity shall not be paid for:
 - 5.2.1. Your and/or Your family members' intent, unless the intentional acts or omissions are socially valuable (necessary defence, performance of civic duty, etc.);
 - 5.2.2. when claims for damages against each other have been filed by persons insured under the same insurance contract;
 - 5.2.3. indemnification of damages to You, Your family members and Your close relatives, also legal entities related to You who directly or indirectly control You or are under Your control, as well as other persons who You share household with;
 - 5.2.4. damage that has occurred due to the fact that you have not eliminated the particularly dangerous circumstances that we have legally required to eliminate during the set period of time;
 - 5.2.5. in other cases provided for by legal acts of the Republic of Lithuania.
- 5.3. Your civil liability for the management of real estate in emergency condition, abandoned real estate or real estate to be destroyed shall not be insured.

6. Insurance territory

- 6.1. The insurance territory shall be specified in the insurance policy.
- 6.2. Depending on Your chosen insurance option, the insurance territory may be:
 - 6.2.1. in case of the Owner's liability – a specific address of the accommodation specified in the insurance policy in Lithuania
 - 6.2.2. in case of the Owner's liability plus – in all accommodations that You and Your family members own throughout Lithuania;
 - 6.2.3. In case of the Personal liability insurance option:
 - 6.2.3.1. insurance coverage for Your liability as an accommodation owner and user shall be valid in all accommodations owned by You and Your family members throughout Lithuania and in accommodations owned by Your close relatives which are a permanent residence of Yours and Your family members;
 - 6.2.3.2. insurance coverage for Your and Your family members' daily activities shall be valid depending on Your choice: throughout Lithuania, the geographical Europe, or in another insurance territory specified in the insurance policy.

7. Sum insured and deductible

- 7.1. The sum insured shall be set by an agreement between You and Us and specified in the insurance policy.
- 7.2. In case of non-pecuniary damage, an insurance indemnity shall be limited to 20% of the sum insured specified in the insurance policy, unless otherwise agreed in the insurance contract.
- 7.3. Having paid an insurance indemnity for losses equal to a part of the sum insured, Our obligation shall remain valid for the remaining part of the sum insured until the expiry of the insurance contract. After We pay an insurance indemnity (indemnities) for losses equal to the sum insured, Our obligations under such insurance contract shall terminate.

8. Rights and duties of the Parties

- 8.1. Your duties in case of an event which may be declared an insured event:
 - 8.1.1. upon the occurrence of an event which may subject You to civil liability, report it to us immediately (within 24 hours) verbally and provide Us with all known information on circumstances of the event, additionally notifying us thereof in detail in writing within 3 calendar days;
 - 8.1.2. notify us of a received claim within 3 calendar days;
 - 8.1.3. if third parties apply to court for damage caused by You, You shall immediately notify us thereof in writing, even if the insured event itself has already been reported;
 - 8.1.4. report to the police immediately (within 24 hours) the loss of movable property rented from a legal entity (including a natural person carrying out a commercial activity under a business license or individual activity certificate) and used by You and/or Your family members.
- 8.2. Your other duties in case of an insured event which may subject You to civil liability have been listed in clause 14.3.2 of the General Part.
- 8.3. Other rights and duties of Yours and Ours have been listed in clause 14 of the General Part of these Rules.

9. Procedure for calculating the amount of insurance premiums

- 9.1. We shall set the amount of insurance premiums taking into account the information provided for assessing the insurance risk and the requested insurance contract conditions.
- 9.2. The insurance premium is calculated using an automated decision-making method.
- 9.3. You shall pay insurance premiums within the premium payment deadlines specified in the insurance policy.
- 9.4. You can choose the method of payment, paying the annual insurance premium in a lump sum or in instalments. Having chosen to pay the insurance premium in instalments, all subsequent premiums after the first insurance premium shall be considered ordinary insurance premiums, and their payment shall be deferred until the due date specified in the contract.

10. Procedure for determining damage

- 10.1. Having received initial information, We shall conduct an investigation of an event which may be declared an insured event, possibly inspecting the site of the event, collecting documentation necessary to determine the circumstances of the event, sending inquiries to respective law enforcement, law and order, personal health care, social security, medical examination institutions, also other institutions which may have information on the fact, circumstances and consequences of the event. In capturing circumstances of the event, We shall have the right to take photos and make video (audio) recordings.
- 10.2. Both You and We shall have the right, in our sole discretion and without regard to preferences of the other party, to hire experts, expert services, organizations of different profiles, specialists or researchers in the field to determine the extent of the loss or circumstances of the event. The party having hired such experts shall cover the costs incurred for hiring them.

11. Procedure for calculating and paying insurance premiums, payment deadlines

- 11.1. An insurance indemnity in each specific insured event shall be calculated on the basis of the actual amount of damage caused on the day of the event (taking depreciation into account), considering the legal norms regulating indemnity and the case law, but without exceeding the sum insured.
- 11.2. Value added tax (hereinafter – VAT) shall not be reimbursed if the recipient of the insurance indemnity has the right to recover VAT from the state budget.
- 11.3. When You are liable for the damage done together with third parties, an insurance indemnity shall be calculated in proportion to Your fault.
- 11.4. We shall have the right to choose a representative to represent You in a lawsuit where third parties demand indemnification of damages from You in case of an insured event or an event that may be declared an insured event. At the same time, We commit to cover costs of legal aid of the representative chosen for You. If You do not agree to give powers to Our specified person to represent You, legal aid expenses shall not be reimbursed. Litigation costs are defined as they are understood in accordance with the Code of Civil Procedure of the Republic of Lithuania. Litigation costs shall be added to the insurance indemnity and deducted from the sum insured.
- 11.5. If in case of an insured event the amount of third party claims for damages together with litigation costs exceeds the sum insured, We shall cover litigation costs in proportion to the ratio between the sum insured and third party claims, so that the total sum insured and the sum of litigation costs do not exceed the sum insured set in the insurance policy. Having upheld claims of third parties and covered our share of legal costs, We shall have fully discharged our obligations under the personal liability insurance contract in case of a specific insured event.
- 11.6. If You do not agree that we declare claims of third parties justified, settle amicably with third parties or uphold their claims, We shall not cover any additional costs incurred (including interest).
- 11.7. The deadlines and procedure of payment of an insurance indemnity are specified in clause 19 of the General Part.

12. Terms and conditions of long-term and automatically extended insurance contracts

- 12.1. If an insurance contract is valid for more than one calendar year, the parties to the insurance contract may agree on different insurance conditions at the end of the ordinary insurance year or upon a change of circumstances. We shall be entitled to reassess the risk, i. e. loss of an effective insurance contract, cases of increased risk, and to recalculate an insurance premium or a deductible on these grounds, or to offer other terms and conditions of the insurance contract. If We do not inform You in writing about changes in the insurance conditions one month before the end of the current insurance year, the insurance contract shall remain valid in the following year of insurance under the same conditions as last year, while an insurance premium shall be paid in observance of the same deadlines.
- 12.2. Before concluding an insurance contract for one year, You and We may individually agree on automatic extension of the insurance contract for another year.

III. General part

13. Conclusion of the insurance contract

- 13.1. The Insurance contract shall be concluded when You apply for concluding the insurance contract and other information requested by us. You may apply for concluding the insurance contract orally or, when we so require, in writing written. You are responsible for the correctness of the data specified in the application for concluding the insurance contract.
- 13.2. The insurance contract shall be concluded when we submit to You the Insurance Regulations and sign with You the insurance policy, and /or when You pay the total or the first amount of the insurance premium within the time limit fixed in the insurance policy.
- 13.3. The insurance contract shall be concluded according to the standard Insurance Regulations. However, individual terms and conditions of the insurance contract may be agreed with You, which prevail over standard Insurance Regulations. Individual terms and conditions of shall be set out in the insurance policy or its annexes.

14. Rights and obligations of the parties

14.1. Your and our rights and obligations prior to the conclusion of the contract

14.1.1. You shall have the right:

- 14.1.1.1. to get familiarised with the Insurance Regulations and obtain their copy;
- 14.1.1.2. to submit to us the application for concluding the insurance contract.

14.1.2. Your obligation:

- 14.1.2.1. to provide us with all requested information and allow carry out all requested actions necessary to assess the insurance risk;
- 14.1.2.2. to provide us with all available information about the circumstances known to You which may have a material impact on the likelihood of insured event and /or the amount of losses;
- 14.1.2.3. to inform us of all insurance contracts concluded with other insurers for the same risks and the same object, indicating such other insurer, the insurance contract expiration dates, sum insured, insured objects and insured events;
- 14.1.2.4. prior to the conclusion of the insurance contract for the benefit of a third party, to inform the insured persons about such a contract, concurrently notifying them that the insurer will process their personal data for the purpose of conclusion and performance of the contract.

14.1.3. We shall have the right:

- 14.1.3.1. to request from You the information necessary for the assessment of the insurance risk and the conclusion of the insurance contract;
- 14.1.3.2. to refuse submitting an insurance proposal and concluding an insurance contract without giving reasons.

14.1.4. We must Provide You with access to these Insurance Regulations.

14.2. **Your and our rights and obligations during validity of the insurance contract**

14.2.1. You may request a change or termination of the insurance contract.

14.2.2. You shall be obliged:

- 14.2.2.1. to pay the insurance premium and /or its parts within the time limits provided for in the insurance contract;

- 14.2.2.2. to take all possible measures, either on Your own initiative or at our request, to prevent or reduce potential damage and to comply with our instructions, if any;
- 14.2.2.3. to inform the insured person about the conclusion of the insurance contract, to familiarise the insured person with all insurance conditions;
- 14.2.2.4. to notify us without undue delay, not later than within 7 calendar days, as soon as You become aware of a specific case of increase of the insurance risk. The cases of increase of the insurance risk are defined in the terms and conditions of the type of insurance, additional terms and conditions as well as other documents constituting the insurance contract;
- 14.2.2.5. to inform us of any changes in Your contact details.

14.2.3. We shall have the right:

- 14.2.3.1. to claim the disbursed amounts of insurance benefits from the person liable for the damage (subrogation), provided that this does not contradict the imperative rules of laws;
- 14.2.3.2. upon increase in the insurance risk, to request to amend the terms and conditions of the insurance contract conditions and/or to recalculate the insurance premium.

14.2.4. At Your request, we shall issue copies of the insurance contract.

14.3. **Your and our rights and obligations in the case of an incident**

14.3.1. You shall have the right to be informed about the progress of the investigation into the incident, in accordance with the procedure laid down by law.

14.3.2. Your obligation:

- 14.3.2.1. to take reasonable measures to prevent or reduce potential damage and to comply with our related requirements, if any;
- 14.3.2.2. to notify us of the incident and/or the claim for damages received via the Internet by www.ergo.lt/zalos or calling at 1887 (from abroad +370 5 26832 22) and provide us with all known information about the circumstances of the incident;
- 14.3.2.3. to provide us with all documents requested by us necessary for the investigation of the circumstances of the incident and ascertaining the amount of damage and insurance benefit, and to fulfil other requirements related to the investigation of the incident;
- 14.3.2.4. to provide us with the information on the insurance contracts concluded in respect of the same object of insurance;
- 14.3.2.5. without our written consent, not to recognise and/or fulfil third parties' claims for damage and not to undertake any other actions related to the recognition or indemnification of the damage;
- 14.3.2.6. at our request, authorize us in writing to make, on Your behalf, any statements which we consider expedient in relation to the satisfaction or rejection of claims of third parties;
- 14.3.2.7. to communicate to us all information and documents necessary for us to be able to properly exercise the right transferred to us to claim the disbursed amounts of insurance amounts of insurance benefits from the persons liable for the inflicted damage;
- 14.3.2.8. if third parties bring an action for indemnification of damage in court, to authorise, on our request, the lawyer appointed by us and to submit all explanations and documents that are necessary in our opinion or in the opinion of the appointed lawyer.

14.3.3. Upon occurrence of the insured event we have the obligation to disburse insurance benefits within the time limits specified in the Insurance Regulations.

14.3.4. The beneficiary, insured person or injured third party shall have the right:

- 14.3.4.1. to receive information about the progress of the investigation of the incident;
- 14.3.4.2. to demand the disbursement of the insurance benefit in accordance with the procedure laid down by legal acts and the insurance contract.

14.3.5. The beneficiary, insured person and the injured third party must provide us with all the documents and information we request regarding the circumstances and consequences of the incident.

- 14.4. If, following the conclusion of the insurance contract, it is established that You have provided us with incorrect information on circumstances likely to have a material impact on the assessment of the insurance risk, we shall have the right, in accordance with the conditions laid down by legal acts, to require the insurance contract to be declared invalid, to propose to amend the insurance contract or to have it terminated as well as to reduce or refuse to pay the insurance benefit.
- 14.5. Our and Your additional rights and obligations are laid down in the applicable legal acts.

15. Validity of insurance contract. Application of insurance cover

- 15.1. In all cases, the entry into force of the insurance contract shall be linked to the payment of the total or the first insurance premium, i.e. the insurance contract shall enter into force only after You have paid the total or the first insurance premium, irrespective of whether the insurance contract specifies that the total or the first insurance premium must be paid on the date of conclusion of the contract or provides for a later time limit for payment of the total or the first insurance premium:
- 15.1.1. if the insurance contract specifies that the total or the first insurance premium must be paid on the date of conclusion of the contract and You paid it in due time, the insurance contract shall take effect from the date and hour of the beginning of the insurance period specified in the contract and the insurance cover shall apply only to the insured events occurring after the entry into force of the insurance contract;
- 15.1.2. if the insurance contract provides that the total or the first insurance premium must be paid after the date of conclusion of the insurance contract and You paid it in due time, the insurance contract shall take effect from the moment of payment of the insurance premium and the insurance cover shall also apply to the insured events of which the parties to the insurance contract were not aware when concluding the insurance contract and which occurred between the starting date and hour of the insurance contract period and the moment of entry into force of the contract (i.e. retrospective application of the insurance cover);
- 15.1.3. if You pay the total or the first insurance premium having missed the payment term provided for in the insurance contract, regardless of whether the insurance premium was due on the date of conclusion of the contract or whether the contract provides for a later payment term of the insurance premium, the insurance contract shall take effect only from 00:00 on the next day following the payment of the insurance premium, and the insurance cover shall apply only to the insured events occurring after the entry into force of the insurance contract;
- 15.1.4. In all cases provided for in paragraph 3.1 and subparagraphs 3.1.1–3.1.3 of this Chapter, the insurance cover shall be applied not earlier than the date of the beginning of the insurance contract period specified in the insurance contract.
- 15.2. If the insurance premium is paid in instalments, all other insurance premiums after the first insurance premium shall be treated as deferred insurance premiums and their payment shall be deferred until the payment term provided for in the contract.
- 15.3. If You fail to pay, or pay only partly, the deferred insurance premium instalment within the time limit set by the insurance contract, we shall notify You in writing that within 15 calendar days after sending to You of the notification about the outstanding insurance premium, the insurance cover for You will be suspended and within 30 calendar days after sending of this notice, the insurance contract will terminate without a separate notice.
- 15.4. If You pay the premium insurance during the period between the suspension of the insurance cover and its termination as referred to in paragraph 3.3 of this Chapter, the insurance cover shall enter into force at 00:00 on the 3 (third) calendar day following payment of the premium.
- 15.5. The basis for payment of the insurance premium shall be the insurance policy issued by us or the invoice of insurance premiums or an equivalent document.
- 15.6. The insurance contract shall be concluded for the period specified in the insurance policy.

16. Conditions of double insurance, supplementary insurance and underinsurance

- 16.1. If it is established that the insurance contract has been concluded with other insurance companies regarding the same insurance risks and the same insurance object, we shall disburse the insurance benefit together with other insurance companies pro rata to the sums insured so that the total disbursed insurance benefit does not exceed the total amount of the claim (double insurance).
- 16.2. If only part of the value of the property or insurance risk is covered, You may additionally insure the property or insurance risk by concluding an additional insurance contract with us or with insurer (supplementary insurance). In that case, the total sum insured under all insurance contracts may not exceed the insurance value.
- 16.3. If the sum insured specified in the insurance contract is smaller than the insurance value, upon occurrence of the insured event, we shall indemnify the part of incurred losses pro rata to the ratio of the sum insured and the insurance value.

17. Conditions of amendment, supplement and termination of insurance contract

- 17.1. The insurance contract may be amended on our written agreement with You. If when making amendments to the contract the date of their entry into force is not specified, the amendments shall take effect from the date of making them.
- 17.2. The insurance contract may be terminated by agreement between us and You or unilaterally on the grounds set out in this Chapter of the Insurance Regulations. The party to the Insurance contract must inform the other party to the insurance contract of the termination of the contract in writing no later than 30 (thirty) days in advance, unless the insurance contract provides for another time limit for notification. The termination of the insurance contract shall not release from the discharge of liabilities arising before the date of termination. If the insurance contract is concluded for the benefit of the beneficiary, at our request, You must submit the beneficiary's written consent to the termination of the insurance contract.
- 17.3. You may terminate the insurance contract if, following the entry into force of the contract, the possibility of occurrence of the insured event has disappeared or the insured risk has ceased due to circumstances unrelated to the insured event (e.g., perishing of the insurance object for reasons unrelated to the insured event, etc.). In this case, we shall be entitled to that part of the insurance premium which is proportionate to the period of validity of the insurance contract.
- 17.4. If the insurance contract is terminated on Your initiative not on the grounds set out in paragraph 5.3 of the General Part of the Regulations, the insurance premium paid shall not be refunded. We shall have the right to refund to You the part of the insurance premium pro rata to the remaining unused period of validity of the insurance contract, after deducting the costs of the conclusion and performance of the insurance contract and the insurance benefits paid under that contract. Insurance contract conclusion and performance costs make up 10% of the unused insurance premium but not less than EUR 10,00.
- 17.5. If you, as a natural person, conclude an insurance contract using remoted communication method (Internet, telephone, e-mail, etc.) for purposes unrelated to your business, trade, craft or profession, you have the right to withdraw such insurance contract within 14 days of concluding it, except:
 - 17.5.1. insurance contracts with a term of less than 30 days;
 - 17.5.2. insurance contracts under which notification of the insured event has been received.
- 17.6. To cancel the insurance contract, you must provide us with a completed sample contract withdrawal form (available at www.ergo.lt, or, upon your request, by e-mail or at any ERGO customer service department) or a clear statement of your decision to withdraw the insurance contract. The completed withdrawal form or application must be submitted by e-mail info@ergo.lt or to any ERGO customer service branch.

Withdrawal of the insurance contract shall be executed in accordance with the valid legal acts of the Republic of Lithuania.

- 17.7. We may terminate the insurance contract if You commit material breach of the terms and conditions of the insurance contract. In that case, we shall be entitled to a part of the insurance premium pro rata to the period until the insurance contract termination date. Material breach of the insurance contract shall be the failure to notify us of an increase in risk (a change in the data specified in the application for concluding the insurance contract and in the insurance policy).
- 17.8. When we receive a notification of the increase in the insurance risk, we acquire the right to request to change the terms and conditions of the insurance contract or to increase the insurance premium. If You do not agree to the changes of the terms and conditions of insurance, we shall have the right to demand the termination of the insurance contract and to compensate for damages to the extent that they are not covered by the received insurance premiums, unless You have reported an increase in insurance risk within 7 calendar days.
- 17.9. Notwithstanding other provisions of the insurance contract, the insurance cover shall be valid only as long as this is consistent with any trade and economic sanctions, prohibitions or restrictions under the United Nations resolutions, any laws or regulations of the European Union, the United Kingdom or the United States of America. If the above sanctions, prohibitions or restrictions directly or indirectly impede our provision of services under this contract, we shall have the right to terminate it unilaterally by notifying You in writing.

18. Insurance contract currency

- 18.1. Insurance premiums and insurance benefits may be paid in the national and/or foreign currency, provided this is in compliance with the laws of the Republic of Lithuania.
- 18.2. If the insurance premium is paid in a currency other than that indicated in the insurance policy, the amount of paid insurance premium shall be determined on the basis of the official exchange rate applicable on the date of the conclusion of the insurance contract.

19. Procedure and time limits for disbursement of insurance benefits

- 19.1. The insurance benefit shall be disbursed without exceeding the sum insured.
- 19.2. We shall reduce the calculated amount of the insurance benefit by the amount of the deductible specified in the insurance policy (if applicable). The insurance benefit for the same insured event shall be paid applying one deductible which is the largest.
- 19.3. We shall reimburse Your reasonable and necessary expenses incurred in order to minimise the size of damage in accordance with our instructions, if any.
- 19.4. We shall have the right to deduct from the insurance benefit the outstanding insurance premiums that have become due on the date of disbursement of the insurance benefit.
- 19.5. If after disbursement of the insurance benefit the insurance contract expires (the full sum insured is paid), the insurance benefit shall be reduced by all insurance premiums outstanding under the insurance contract.
- 19.6. We shall have the right to postpone the disbursement of the insurance benefit if a civil, administrative or criminal case is heard in court in which the circumstances relevant to the decision on the insurance of the event and/or its consequences are being ascertained. In that case, the disbursement of the insurance benefit may be deferred until enforcement of the court judgment.
- 19.7. We must disburse the insurance benefit or, where damages are indemnified in instalments, the first instalment thereof, no later than 30 calendar days from the date on which we receive all the information necessary to determine the fact, circumstances, consequences of the insured event and the amount of the insurance benefit.

- 19.8. If the insurance benefit has not been disbursed, every 30 calendar days from the date of reporting on the insured event, we must inform You (the beneficiary or the injured third party) in writing of the progress of the investigation into the insured event, unless there is a lack of documentation or information only from You (the beneficiary or the injured third party) and You (the beneficiary or the injured third party) have already been notified of the documents or information You must provide to the insured event investigation.
- 19.9. If the incident is recognised to be the insured event, but You and/or the injured third party and we disagree on the amount of the insurance benefit, and the precise ascertainment of the damage lasts for more than 3 months, we must, upon Your written request, disburse the amount equal to the insurance benefit undisputed by the parties.
- 19.10. By refusing to disburse or reducing the insurance benefit, we shall provide in writing the reasons for such decision to You and to the persons entitled to the insurance benefit.
- 19.11. The insurance benefit shall not be disbursed if:
- 19.11.1. the incident is recognised to be a non-insured event;
 - 19.11.2. You or the injured third party attempted to mislead us by falsifying facts that influence the determination of the causes of the insured event and provided incorrect data;
 - 19.11.3. insured event occurred as a result of Your, the insured person's or the beneficiary's intent, except for the cases when intentional acts or omissions are of social value (necessary defence, performance of civic duties, etc.);
 - 19.11.4. the disbursement of the insurance benefit would result in any violation of trade and economic sanctions, prohibitions or restrictions under United Nations resolutions, laws and/or regulations of the European Union, the United Kingdom or the United States of America;
 - 19.11.5. in other cases provided for in the insurance contract and/or legal acts.
- 19.12. We shall have the right to reduce or refuse to disburse the insurance benefit:
- 19.12.1. if You have failed to properly fulfil the obligations imposed by the insurance contract, which has led to the insured event, or because of this we could not ascertain whether there has been an insured event, the amount of damage caused and/or to exercise the right of subrogation claim to the person liable for the damage. If the insurance benefit was disbursed, but Your actions referred to in this paragraph have made it impossible for us to exercise our subrogation right to the person liable for causing the damage, we shall have the right to require You to repay the received insurance benefit or a respective part thereof;
 - 19.12.2. if the damage was caused by the fact that You have deliberately failed to take available reasonable measures to prevent or reduce the damage and/or failed to comply with the instructions we have given to prevent or reduce damage;
 - 19.12.3. if You have acknowledged the validity of the claim submitted to You without our consent, have assumed financial obligations for indemnification of losses or compensated for the loss Yourself, unless the amount of the loss does not exceed the amount of the deductible;
 - 19.12.4. in other cases provided for in the insurance contract and/or legal acts.
- 19.13. The insurance benefit shall be disbursed in the national currency. If the sums insured, deductibles, insurance premiums or other amounts in the insurance contract are specified not in the national currency payments under the insurance contract shall be made in the national currency according to the official exchange rate established by the Bank of Lithuania applicable on the payment date.

20. Personal data processing information

- 20.1. We process personal data received from You, persons covered by the insurance contract, members of Your family, other persons counted as You under the insurance contract or other participants in the insurance contract with a view to providing insurance services and carrying out related actions.
- 20.2. In order to assess insurance risk, submit an insurance proposal or conclude an insurance contract, assess the circumstances of the occurring insured events and determine the amount of the insurance benefit, we may provide and collect personal data from public registers, banks, law enforcement agencies, fire services, emergency services, multi-apartment buildings' administrators, associations of multi-apartment buildings, independent experts, health care institutions, other natural and legal persons.
- 20.3. Personal data may be disclosed to third parties (law enforcement and other institutions, reinsurers, enterprises providing us with customer service and other services, other natural or legal persons) if this is necessary for the conclusion or performance of the insurance contract or on other legitimate grounds.
- 20.4. You or any other person whose personal data we process shall have the right to contact our Data Protection Officer (by email: asmensduomenys@ergo.lt or phone number 1887) on all matters relating to the processing of personal data and exercise of Your (his/her) rights.
- 20.5. If in Your or any other person's, whose data we process, opinion, Your or such person's rights regarding the processing and protection of personal data have been violated, You or such person shall have the right to file a complaint with the State Data Protection Inspectorate.
- 20.6. For more information on personal data processing carried out by us, please refer to the ERGO Privacy Policy on our website at www.ergo.lt.

21. Procedure of transferring rights and obligations of the insurer under insurance contract to another insurer

- 21.1. We shall have the right to transfer our rights and obligations under the insurance contract to another insurer in accordance with the procedure laid down by legal acts of the Republic of Lithuania.
- 21.2. If You disagree with the change of the insurer, You may terminate the insurance contract and be refunded the unused portion of the insurance premium proportionate to the remaining period of validity of the insurance contract.

22. Dispute settlement procedure

- 22.1. All disagreements concerning the conclusion, execution or termination of insurance contract shall be settled by mutual negotiations, and in the event of failure to reach an agreement, the dispute may be settled out of court or in court in accordance with the procedure laid down by laws of the Republic of Lithuania.
- 22.2. For the out-of-court settlement of the dispute, You may apply to the authority supervising financial market participants – the Bank of Lithuania (address: Totorių g. 4, LT-01121 Vilnius). Information on the procedure of settlement of disputes between consumers and financial market participants can be accessed here: http://www.lb.lt/gincu_nagrinejimas.
- 22.3. The insurance contract shall be governed by law of the Republic of Lithuania.

What to do in the case of insured event?

In the case of insured event:

- please inform us immediately (within 24 hours) orally, and additionally in detail within 5 (five) working days in writing about the event on the Internet at **www.ergo.lt/zalos** or by short phone 1887 (from abroad +370 5 2683222);
- immediately inform us in writing to **zalos@ergo.lt** about the fact that third parties are suing you for the damage caused by you and/or your family members;
- take the reasonable measures to avoid or minimize potential damage and follow our instructions, if such instructions have been given.