

Insurer: Balcia Insurance SE
Product: Motor Third Party Liability Insurance

Balcia Insurance SE, operating
through Balcia Insurance SE
Lithuanian Branch

CONTRACT OF COMPULSORY INSURANCE AGAINST CIVIL LIABILITY IN RESPECT OF USE OF MOTOR VEHICLES

This information document contains information about the insurance product – the contract of compulsory insurance against civil liability in respect of use of motor vehicles (hereinafter – the insurance contract), the conclusion of which is supported by insurance policies issued under the insurance contract. This document does not reflect terms and conditions of a particular insurance contract. All details relating to the terms and conditions of the insurance contract are provided in other documents (e.g., terms and conditions of insurance, written communication documents of the parties, insurance contract, insurance policies).

The insurance contract regarding this insurance product shall be concluded in observance of the Republic of Lithuania Law on Compulsory Insurance in Respect of Use of Motor Vehicles (hereinafter – the Law) and the Standard Terms and Conditions of Compulsory Insurance against Civil Liability in respect of the Use of Motor Vehicles approved by the Bank of Lithuania.

What type of insurance is this?

The compulsory insurance against civil liability in respect of use of motor vehicles is a type of non-life insurance. The benefit under this insurance shall be disbursed to third parties who suffer in road accidents when persons responsible for damage caused when operating or using the motor vehicle are subject to civil liability.



What is covered?

- ✓ Insurance object – civil liability of motor vehicle users for damage caused to third parties.
- ✓ Insured event – a road accident upon occurrence of which the insurance benefit is due to the affected third parties.
- ✓ Sum insured (maximum liability of the insurer) in respect of one road accident in the territory of the Republic of Lithuania irrespective of the number of injured third parties shall be:
 - EUR 5 210 000 for damage to a person, and
 - EUR 1 050 000 for damage to property.

Damage caused in other countries of the green card system shall be indemnified according to sums insured provided for in their legal acts. If damage is caused in a road accident occurring in the territory of other country of the European Economic Area or the Swiss Confederation, payment shall be made according to sums insured provided for in the Law, if the latter are larger.



What is not covered?

- ✘ Road accidents caused when using a motor vehicle in airports, other closed-type areas restricted for public road traffic, or motor vehicles in autodromes during sports competitions, trainings, exhibitions or driving lessons;
- ✘ The person who caused damage, the motor vehicle operated by him and property inside the motor vehicle, as well as other property of the policyholder or owner of that motor vehicle.



Is the insurance cover subject to any restrictions?

The insurance benefit shall not be disbursed for:

- ! Damage caused by acts of war, terrorist attacks, exposure to nuclear energy or in a state of emergency;
- ! Damage caused to goods or luggage carried for payment in the liable party's motor vehicle;
- ! Damage caused by loss of cash, bijouterie, jewellery and works of art, securities, documents, philatelic, numismatic or similar collections or items;
- ! Injured third parties who were voluntarily present in the motor vehicle which had caused damage and knew that the motor vehicle was stolen.

There are circumstances in which we are entitled to recover from the injured party all or part of the amounts disbursed as compensation for damage (e.g., when the injured party was intoxicated when driving, fled the scene of the accident, caused damage intentionally, was driving without the right to drive the motor vehicle of the respective category, failed to comply with the obligation to report the road accident to the insurer in good time, and when the essential terms and conditions of the contract were violated).



What is the geographical coverage of my insurance?

- ✓ The insurance cover under both the ordinary and border compulsory insurance contract shall be valid for all countries of the EEA States and the Swiss Confederation;
- ✓ At the request of the policyholder, insurance cover may be provided in other foreign countries belonging to the green card system by issuing a green card under the already concluded or being concluded ordinary insurance contract. The green card shall be valid and provide insurance cover in the countries specified on the green card.



What are my duties?

- Provide full and correct information requested by us and documents necessary for conclusion of the insurance contract;
- Pay the insurance premium within the time limits fixed in the insurance policy;
- Upon occurrence of a road accident, take available and reasonable actions to reduce potential damage, take all necessary measures to provide medical assistance to injured parties and protect the property of the injured parties as far as possible;
- Immediately report to the police a road accident in the cases specified in the Road Traffic Regulations;
- Within 3 (three) business days after the accident day, report the accident to us by short number 19001, (from abroad) +370 52 119 119 or by completing an electronic report form: <https://www.balcia.lt/e-claims/>
- Within 5 (five) business days notify us of any received claim for damage or action brought before a court for indemnification of damage;
- Immediately notify of changes in the insurance risk.



When are insurance premiums paid?

The insurance premium shall be due before the date of entry into force of the insurance contract. The insurance premium shall be deemed to have been paid when the payment order amount is credited to our bank account or to the bank account of our authorised distributor from whom you purchase the insurance.



When does the insurance cover enter into force and expire?

The insurance contract shall enter into force from the date specified in the contract. The ordinary insurance contract shall be concluded for 12 months and the border insurance contract – for periods of 15 to 90 days.

Where several insurance contracts have been concluded for the same motor vehicle, when a new contract enters into force the previously concluded contract shall expire.

The insurance contract shall terminate if the motor vehicle covered under the ordinary insurance contract is registered in other country and is issued with a national number plate of such other country.

Insurance contracts shall also expire on the grounds laid down in the Civil Code and the Law on Insurance.

The insurance contract may be terminated on the initiative of the insurer if the policyholder fails to perform or defectively performs the contract and this constitutes material breach of the insurance contract.



How can the contract be terminated?

You have the right to terminate the insurance contract by giving notice to us in writing at least 15 days prior to the planned termination of the insurance contract. In such case, you shall be reimbursed the insurance premium paid for the remaining period of validity of the insurance contract after deduction of administrative costs for the conclusion and performance of the contract.

In order to terminate or amend the terms and conditions of the contract, please contact the insurance agent who services you your or by e-mail draudimas@balcia.lt. The contract shall be terminated only upon receipt of the completed and signed termination application.