

## AB ŠIAULIŲ BANKAS PURCHASE PROTECTION INSURANCE TERMS AND CONDITIONS

Under Insurance Contract B1511200024KT concluded by and between AB Šiaulių bankas and Lloyd's Insurance Company S.A. A Belgium limited liability company (société anonyme/ naamloze vennootschap) with its registered office at 14th Floor, Bastion Tower, Place du Champ de Mars 5, 1050 Brussels, Belgium and registered with Banque-Carrefour des Entreprises/ Kruispuntbank van Ondernemingen under number 682.594.839 RLE (Brussels). It is an insurance company subject to the supervision of the National Bank of Belgium. Its Firm Reference Number(s) and other details can be found on [www.nbb.be](http://www.nbb.be) from 1<sup>st</sup> of January, 2020 the Insured (Mastercard Gold card holders) are covered by the following Purchase protection insurance cover.

### Definitions

- **Purchase** is the Insured's purchase for which the Insured paid 100% of price with Mastercard Gold credit card issued in Insured's name.
- **Accidental damage** means damage to the Insured item as a result of which it can no longer perform the function for which it was intended, due to broken parts or material or structural failures resulting from an accident
- **Burglary** means the unlawful taking of the Insured object by a person or persons who illegally entered your primary residence using force or violence with visible signs of forced entry
- **Deductible** means an amount of money to be deducted from the compensation in the case of each Insurance event.
- **Insured** means a cardholder of Mastercard Gold Card
- **Insurer** means Lloyd's Insurance Company S.A. acting through Baltic Underwriting Agency, AB.
- **Vehicle** means land vehicles with a maximum permissible mass not exceeding 3 500 kg
- **Policyholder** means AB Šiaulių bankas
- **Robbery** means the unlawful taking of the Insured object by a person or person(s) using violence or the threat of violence and who has/have caused or threatened physical harm to the Insured, his/her spouse, civil partner and/or children under age 24
- **Act of terrorism** means an act including, but not limited to, the use of violence, or threat thereof, by any person or group of persons acting independently, as part of an organization or a political group, which is undertaken with political, religious, ideological or ethnological aims or causes, and having the intention of harming any government, society or part thereof, including, but not limited to attacks on mass transportation systems, vehicles, facilities, or passengers; harboring or concealing persons who have committed or are about to commit an act of terrorism; expansion of the prohibition against providing material support or resources to terrorists; and possessing a biological agent or toxin of a type or in a quantity that is not reasonably justified for specifically defined purposes.

### 1. Insured event

- 1.1. The loss, damage or destruction of the Purchase, of items bought anywhere in the world with a valid Mastercard credit card, provided that the purchase is 100% paid with a valid Mastercard credit card, for any sudden and unexpected event, which has not been described as a Non-insured event,
- 1.2. A Purchase shall be subject to the Insurance coverage for 120 (one hundred twenty) calendar days from the moment of acquisition of the Purchase, provided that the Purchase has been acquired during the validity period of the insurance agreement.
- 1.3. The Purchase insurance shall be valid all over the world, including Lithuania.

### 2. The Sum insured

- 2.1. The Sums insured is 3 000 € annually and 1 500 € per event, during the insurance period for one Cardholder.
- 2.2. Unconditional deductible is 25 € per event.

### 3. Insurance benefit amount

- 3.1. The Insurer shall pay an insurance benefit for the loss (damage, destruction or loss) of a Purchase considering the amount of the incurred loss and documents substantiating the actual restoration (repair) costs, if the Purchase can be restored (repaired) (purchase documents, invoices for repair (restoration) works, etc.).
- 3.2. A Purchase shall be insured at its replacement value, which means that the sum necessary to acquire a Purchase of the same purpose, kind, type, quality, power or similar technical parameters like the previous Purchase (including a value added tax in the replacement value) or costs of repair (restoration) of the Purchase shall be indemnified.
- 3.3. The Insurer shall pay an insurance benefit pursuant to the principle of compensation, which means that an insurance benefit shall not be greater than the damage actually incurred as a result of an insured event. The loss amount shall not include expenses for the improvement, enrichment of the Purchase, if any, compared to the condition of the

Purchase before the insured event, repair of defects existent before the insured event, and expenses which would have been incurred had the Insured event not happened.

#### 4. Duties of the Insured

- 4.1. To inform the Insurer about the event within 3 (three) calendar days.
- 4.2. In case of the loss or damage of the Purchase due to malicious acts of third persons or a theft, to immediately (in presence of the first objective possibility) inform thereof the police and provide it with the list of lost or damaged Purchases, and request it to issue a document substantiating the facts listed in this paragraph.
- 4.3. To take all objectively possible security (protection) measures to preserve the Purchase, follow recommendations of the Insured, and instruction and recommendations of the use and/or operation for the Purchase set by the Purchase manufacturers.
- 4.4. To present Purchase restoration expenses and documents substantiating the fact of the acquisition of the Purchase using a Payment card.
- 4.5. To repay to the Insurer an insurance benefit in cases where the Insured recovered the Purchase after an insurance benefit has already been paid therefor.

#### 5. Non-insured events

##### 5.1. Non-insured events shall include the following:

- 5.1.1 inexplicable cases of disappearance of a Purchase, in the absence of any signs of a theft with a break-in from locked premises, safes, unfenced areas, vandalism after a break-in to locked premises and robbery of the Insured or his family members;
  - 5.1.2 cases of a theft from a vehicle, except for the cases when the Purchase was kept in the trunk of a properly locked vehicle or in a special hiding place, and there are clear signs of an attempt to break in to the vehicle. The vehicle shall have an installed and activated alarm system;
  - 5.1.3 unavoidable natural processes, such as rust, rot, mold, atmospheric moisture, snow melt or thaw water, natural wear and tear, or long-term accumulation of water or condensation of vapour;
  - 5.1.4 a flood, which was anticipated in the place of insurance. A flood, which statistically happens more than once in 10 years in the place of insurance according to the official data of the Hydrometeorological Service, shall be considered anticipated flood;
  - 5.1.5 cases of damage or destruction of a Purchase kept outside or in open outbuildings resulting from rain, snow, storm, heavy rain or precipitation effects (except for cases when it has been adapted for using and storing outside);
  - 5.1.6 cases of damage or destruction caused by animals, birds, fungi, odours, plants, rats, insects or other pests;
  - 5.1.7 cases of damage or destruction for fire, heat effects on the insured Purchase in the production process (when melting, welding, drying, ironing, smoking, baking it, etc.), except for cases when the fire spread and destroyed or damaged other insured property;
  - 5.1.8 cases of damage or destruction for computer, computer system and computer software viruses;
  - 5.1.9 cases of damage of aesthetic appearance of the Purchase (abrasions, scratches, scrapes, dents, smears, etc.) that do not have any impact on functionality of the Purchase;
  - 5.1.10 cases of errors, deficiencies and defects for which the producer, contractor, supplier, carrier or the company or organization performing guarantee and technical service are liable according to the Purchase guarantee and in accordance with the procedure established by laws;
  - 5.1.11 cases of breakage of binoculars and other optical glasses, chandelier glasses, glasses of hand mirrors and watches, dishes and items, which were broken or cracked at the time of conclusion of an insurance agreement;
  - 5.1.12 the use of broken, inappropriate parts, materials or equipment and incorrect operation of the Purchase, its mounting errors, except for cases when third persons are liable for errors;
  - 5.1.13 cases of damage or destruction, when the Purchase is used not for its intended purpose;
  - 5.1.14 damage done to the Purchase as a result of the faults that are specified as reimbursable under the manufacturer's guarantee and/or if the Purchase was damaged due to manufacturing defects, wear and tear, or was operated in breach of manufacturer's requirements.
- 5.2. The Insurer shall be released the Insured person is engaged in criminal activity from liability to pay the insurance indemnity when:
- 5.2.1. the Insured Event occurred as a result of any willful act of the Insured except for cases when the willful act or omission is of social significance (necessary defence, performance of a civic duty etc.);
  - 5.2.2. the Insured Event occurred as a result of military actions, mass disturbances (strikes, riots, etc.) or impact of radioactive radiation. In case of traveling abroad this exclusion shall not apply during the first 14 (fourteen) days from the start of military actions (except for large-scale wars), provided that the Insured had started his/her journey prior to the start of the actions and that he/she has not taken part in such actions;

- 5.2.3. an Insured person is actively involved in the activities of war, invasion, foreign enemy action, military action (whether declared war or not), civil war, insurrection, revolution, rebellion, civil unrest, riot or terrorist acts;
- 5.2.4. the Damage arose due to the Insured's failure to take reasonable measures available to him/her in order to reduce or avoid the Damage;
- 5.2.5. the Insured event is caused by any use, launch or threat of a nuclear, radioactive, chemical or biological weapon or instrument (bomb).

**5.2. Insurance coverage shall not be granted to the following Purchases (they shall not be an object of insurance):**

- 5.2.1. cash, financial and other documents (tickets, gift certificates, payment cards, etc.), books, jewellery, watches, all items made of precious metals (gold, platinum, silver, etc.), precious stones, pearls, postage stamps, coins, metals, weapons and their collections, furs and fur and leather products, handmade carpets and tapestries, works of art (paintings, drawings, graphic works, sculptures, etc.), antiques (items older than 50 years of age);
- 5.2.2. used items (that are not new);
- 5.2.3. land and real estate or parts of real estate, irrigation systems and equipment, movable assets related to real estate (including flooring, ceramic tiles, construction materials, heating and ventilation equipment, showers, bathrooms, etc.);
- 5.2.4. motor vehicles of all types (including un-registered ones, such as four-wheelers, etc.) and trailers, their components and parts (bicycles, baby strollers and wheelchairs, lawn mowers and other equipment for maintenance of the environment shall not be attributed to these assets and shall be insured);
- 5.2.5. water vehicles, except for canoes, rowing and inflatable boats together with their engines, sailboards and kites;
- 5.2.6. radioactive materials, nuclear fuel and explosives;
- 5.2.7. alcoholic beverages, drugs, medicines, food products, tobacco products, cosmetics and perfumery, household chemicals, all kinds of fuel;
- 5.2.8. animal feeds, agricultural supplies, seeds, pesticides, fertilizers, plants and animals of all kinds;
- 5.2.9. software, media, accumulators and information in data media;
- 5.2.10. assets kept in buildings built arbitrarily in breach of legislative and construction norms of the Republic of Lithuania, also in emergency buildings, abandoned, non-operated structures and construction works in progress;
- 5.2.11. auxiliary and work materials and tools of machinery and electronic equipment (for example, developers, reagents, electrostatic powder, coolants), also parts and tools that are replaced multiple times in the course of operation, such as fuses, sources of light, elements, filters and their liners, etc.
- 5.2.12. The entire loss (or a part thereof), which was compensated by governmental authorities or other persons, also loss for the services provided by state services shall not be reimbursed.
- 5.2.13. No compensation is paid for any damage, loss or expense incurred or directly or indirectly caused by war, aggression, hostile foreign forces (whether declared war or not), civil war, rebellion, revolution, insurrection, internal disturbances, the extent of the use of the uprising, the use of military or illegal force, all kinds of terrorist acts.
- 5.2.14. The Insurer shall have the right not to pay an insurance benefit, if the Insured received the entire or a part of compensation of damage from a third person guilty for the damage done to the insured Purchase, also in cases when the Insured has refused his right of claim, or implementing it has become impossible at the fault of the Insured.

**6. Claims handling procedure**

- 6.1. The insured shall as soon as possible after the Insurance event contact Baltic Underwriting Agency, AB (hereinafter - BUNDA) customer service.
- 6.2. The Insured must retain and, if requested by BUNDA to do so, send the purchase voucher and other necessary documents to BUNDA in order for the notification of loss to be processed.
- 6.3. The notification of loss must include at least the following appendices:
  - 6.3.1 Receipt original or a copy of the voucher, showing purchase date and price of the Insured object and manufacturer's make and model if the Insured object does not bear a serial number, and
  - 6.3.2 Purchase documents or credit card bill, which confirms that the Insured purchased the Insured object;
  - 6.3.3 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;
  - 6.3.4 In case of Burglary or Robbery, a certificate of the law enforcement institution confirming the accident of Burglary or Robbery;
  - 6.3.5 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 str. 59, 08124 Vilnius, Lithuania  
+ 370 52 667799  
claims@bunda.eu

6.4. BUNDA is not obligated to pay the compensation until BUNDA has received all the necessary documentation.

6.5. 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.

## 7. Complaints Handling Procedure

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

Your complaint will be acknowledged, in writing, within 5 (five) business days of the complaint being received. A decision on your complaint will be provided to you, in writing, within 15 (fifteen) working days of the complaint being received.

Should you remain dissatisfied with the final response or if you have not received a final response within 15 (fifteen) working days (as applicable) of the complaint being received, you may be eligible to refer your complaint to the Bank of Lithuania. The contact details are as follows:

Bank of Lithuania  
Supervision Service  
Zirmunu str. 151, LT-09128 Vilnius, Lithuania

Tel: +370 5 268 0029

Fax: +370 5 268 0038

E-mail: info@lb.lt

Website: [www.lb.lt/consumer\\_protection](http://www.lb.lt/consumer_protection)

The complaints handling arrangements above are without prejudice to your right to commence a legal action or an alternative dispute resolution proceeding in accordance with your contractual rights.