



General Personal Insurance Terms and Conditions

No TGPER-LT-20241

In force as of 15-07-2024





Table of contents

1. Application of Terms and Conditions.....	3	8. General Exclusions.....	5
2. Definitions.....	3	9. Restrictions Associated with International or National Sanctions.....	6
3. Obligations When Concluding the Insurance Contract and Throughout Its Validity.....	3	10. Payment of Insurance Indemnity.....	6
4. Conclusion, Validity, and Amendments of the Insurance Contract.....	4	11. Personal Data Processing.....	7
5. Payment of Insurance Premium.....	4	12. Governing Law, Dispute Resolution, and Market Supervision.....	7
6. Notifications.....	4	13. Final Provisions.....	7
7. Insurance Contract Termination Before Term.....	5		

If P&C Insurance AS filialas. Address: T. Narbuto g. 5, LT-08105 Vilnius, company reg. No. 302279548, VAT reg. No. LT100005135013, phone [+370 5 210 8800](tel:+37052108800), e-mail info@if.lt, website www.if.lt. Data is accumulated and stored in the Register of Legal Entities, State company „Registrų centras“. Founder of the affiliate: If P&C Insurance AS, reg. No. 10100168, VAT reg. No. EE100305320, address: Lõõtsa 8A, 11415 Tallinn, Republic of Estonia. Data is accumulated and stored in the Registry Division of Tartu County Court.

Below, you will find If's general insurance regulations. These include the overview of terms used in personal insurance contracts as well as the general principles of insurance. Be sure to read the insurance regulations thoroughly.

Should anything remain unclear, please call If Insurance by telephone or send us an email and we will gladly answer your questions.

1. Application of Regulations

1.1. An insurance agreement comprises insurance policy, insurance product terms and conditions specified in the insurance policy, the present general insurance terms and conditions, and other documents, if any, referred to in the insurance policy. Insurance product information document is of informative nature only and shall not be deemed to be part of insurance agreement.

1.2. All documents comprising the insurance agreement shall be construed in entirety. All rights and responsibilities described in any of the documents that is a part of the insurance agreement shall be applied only in conjunction with the rights and responsibilities described in other documents comprising the insurance agreement.

1.3. In case of the contradictions between the terms and conditions and the clauses stated on the policy, the aforementioned clauses shall prevail.

1.4. The insurance agreement shall be drawn up in the Lithuanian language, which shall also be used for communicating with the policyholder, insured person, and beneficiary. In case where another language besides Lithuanian is used in the insurance agreement, the foreign language shall be used for information purposes only, whereas in the case of inconsistencies, the text of the insurance agreement in the Lithuanian language shall prevail.

2. Definitions

2.1. **Insurer** – If P&C Insurance AS, registered in the Commercial Register of the Republic of Estonia under registration No 10100168, acting through its branch If P&C Insurance AS filialas, legal entity ID 302279548 (data of the branch are accumulated and stored at the State Enterprise Centre of Registers in the Republic of Lithuania).

2.2. **Policyholder** – a person who applied to the insurer concerning the conclusion of an insurance agreement, whom

the insurer offered to conclude an insurance agreement or who concluded an insurance agreement with the insurer in accordance with the procedure established by these insurance terms and conditions.

2.3. **Insurance period** – period for which insurance premium shall be paid under the insurance agreement and for which insurance coverage shall be valid.

3. Obligations when Concluding the Insurance Agreement and Throughout Its Validity

3.1. When concluding the insurance agreement and during its validity period, the policyholder and insured person shall be obligated to:

3.1.1. provide to the insurer correct information necessary for the conclusion and/or performance of the insurance agreement;

3.1.2. pay the insurance premium or its instalments on time;

3.1.3. comply with the insurer's recommendations concerning safety measures, if any;

3.1.4. without any delay but not later than within 5 working days, inform the insurer about the circumstances that they are aware of and that could significantly increase the likelihood of an event that might be recognised as insured event or the amount of potential damages;

3.1.5. familiarise the insured person(s) and beneficiary with the insurance terms and conditions, inform them about the suspension of insurance coverage and termination of insurance agreement;

3.1.6. upon occurrence of an event that might be recognised as insured event, report it to the insurer in accordance with the procedure laid down in the insurance product terms and conditions or insurance policy;

3.1.7. retain and submit to the insurer all correctly filled documents pertaining to the insured event and other documents required under the insurance agreement;

3.1.8. enable the insurer or their authorised representative to investigate the causes, consequences, and circumstances of an event that might be recognised as insured event;

3.1.9. notify the insurer about the conclusion of another insurance agreement with respect to the insured object for the same insurance period entirely or partially;

3.1.10. comply with other obligations prescribed in insurance terms and conditions of the appropriate insurance product and legal acts.

3.2. Obligations of the insurer shall be laid down in the insurance agreement and laws, including the following:

3.2.1. upon occurrence of an insured event, to pay the insurance indemnity in accordance with the procedure established by the laws and terms and conditions laid down in the insurance agreement;

3.2.2. at the request of the policyholder, to issue a copy of the insurance policy or other documents corroborating the conclusion of the insurance agreement and/or regulations applicable to the insurance agreement. The insurer shall have



the right to issue an insurance agreement certificate to the policyholder / beneficiary.

3.3. Rights of the insurer shall be stipulated in the insurance agreement and laws, including the following:

3.3.1. upon increase of insurance risk, to change the terms and conditions of the insurance agreement or increase the insurance premium, as provided for in the legal acts;

3.3.2. to send representatives or experts to investigate the circumstances and consequences of the event.

4. Conclusion, Validity, and Amendments of the Insurance Agreement

4.1. Insurance agreement shall be concluded based on the information provided by the policyholder and insured person to the insurer. The policyholder and insured person shall be responsible for the truthfulness of the information provided. Should the information change, the policyholder shall be obligated to inform the insurer immediately.

4.2. When concluding the insurance agreement for the next insurance period, the insurer shall have the right to assume that the information provided when concluding the initial insurance agreement has not changed.

4.3. The insurer shall have the right to refuse to conclude the insurance agreement.

4.4. The policyholder shall express their consent to conclude the insurance agreement by paying the insurance premium specified in the insurance policy within the period set therein or by signing the insurance agreement.

4.5. Insurance coverage shall come into force on the insurance period beginning date and time specified in the insurance policy, provided that the insurance premium or the first instalment thereof (where the insurance premium is paid in parts) specified in the insurance policy has been paid within the terms stipulated in the insurance policy, unless otherwise provided for in the terms and conditions of the insurance agreement.

4.6. Where the contract is concluded via the website of the insurer intended for concluding and administering the insurance agreement (hereinafter – Self-Service Portal), information about the insurance agreement (offer) shall be provided to the policyholder in the Self-Service Portal. The offer presented in the Self-Service Portal shall be valid for the duration of the same procurement session, unless otherwise stipulated at the time of the contract conclusion in the Self-Service Portal. In order to conclude an insurance agreement via the Self-Service Portal, the first instalment of the premium specified in the payment schedule must be paid at the time of the procurement. Insurance policy of the insurance agreement concluded via the Self-Service Portal shall be available on the Self-Service Portal throughout the entire insurance coverage validity period.

4.7. Irrespective of the way of insurance agreement conclusion, the policyholder shall be entitled to apply to the insurer and to receive hard copies of the insurance documents.

4.8. Insurance agreement may be amended pursuant to a written agreement of the insurer and policyholder.

5. Payment of Insurance Premium

5.1. Insurance premium or its instalments shall be paid not later than by the dates specified in the insurance policy irrespective of whether a separate payment notification has been received.

5.2. Notification to pay the insurance premium shall be issued together with the insurance policy, sent separately or posted in the Self-Service Portal 'Mano If' at the website of the insurer on www.if.lt.

5.3. Where the insurance premium is paid by payment order, the payment moment shall be the moment when the appropriate amount is transferred to the current account of the insurer or their insurance intermediary authorised to collect the insurance premiums on behalf of the insurer.

6. Notifications

6.1. Where the insurance agreement or legal acts provide for the duty of the policyholder or insured person to notify, such notification including the insurance claim application shall be made via Self-Service Portal 'Mano If' at the website of the insurer on www.if.lt or via the mobile application 'If Mobile Baltics', or sent signed by a secure electronic signature by

email to info@if.lt, or by post to the head office address of the insurer.

6.2. The insurer shall send their notifications to the policyholder or beneficiary by post, email or short text messages. To send correspondence, the insurer shall use

the post or email address, or telephone number given in the insurance policy or obtained from other legitimate sources.

6.3. The insurer shall rely that any email sent from a specific email address has been sent by the holder of that address, irrespective of whether the email address was specified in the insurance documents, personal website, or other sources that had been known to the insurer.

6.4. Where the insurer changes their legal status, name, contact telephone number, contact address, data of contact persons, and other similar information necessary for the performance of contractual obligations of the policyholder (insured person) during the insurance agreement validity period, the insurer shall notify the policyholder thereof without any delay by publishing such information in their website or in media.

7. Insurance Agreement Termination before Term

7.1. The policyholder may unilaterally terminate the insurance agreement before the expiry of its term specified in the insurance policy by submitting a request to the insurer before 3 working days, provided that the insurance agreement period is at least one month.

7.2. The insurer may unilaterally terminate the insurance agreement before the expiry of its term specified in the insurance policy in the cases provided for in the laws and insurance agreement.

7.3. If the policyholder who is a consumer concluded the insurance agreement by means of remote communications and the insurance agreement term is at least one month, the policyholder may use the right to withdraw the agreement, i.e. withdraw the concluded insurance agreement within 14 days as of the moment of its conclusion.

7.4. The policyholder shall submit the request to terminate the insurance agreement or, in the case specified under paragraph 7.3, to waive the insurance agreement by filling a request form on the Self-Service Portal 'Mano If' at the website www.if.lt or by sending the request signed by a

secure electronic signature and specifying the name and surname and personal number of the policyholder, insurance object, and insurance contract (policy) number to the email address draudimas@if.lt. The insurer shall, not later than within 30 days from the receipt of the notification about the contract termination, refund to the policyholder (i.e. to the current account from which the insurance premium was paid) the portion of the insurance premium paid for the unused insurance period, less the insurance indemnities, if any have been or will be paid with respect to the reported insured event.

7.5. The insurer shall be entitled to terminate the insurance agreement due to a breach of material terms and conditions of the insurance agreement by the policyholder or material change in the insurance risk circumstances and other cases established by the laws of the Republic of Lithuania. The insurance agreement shall be terminated 30 days after the notification sending date. In this case, the insurance premiums paid for the remaining validity period of the insurance agreement shall not be refunded to the policyholder.

8. General Exclusions

8.1. Irrespective of other causes or events that occurred simultaneously or in any other order of sequence, and irrespective of the risk insured, the following events shall not be deemed to be insured events and the insurer shall not pay the insurance indemnity, provided that any of the criteria below are met:

8.1.1. the event occurred due to a nuclear explosion, nuclear energy or radioactivity, ionizing radiation, or radioactive contamination;

8.1.2. the event occurred due to war or warlike situation (whether declared by war or not), invasion, mutiny or mass upheaval, civil unrest, uprising, riot, strike, lockout, resistance movement, revolution, coup d'état (military or other), curfew or siege, or other events followed by sieges or curfew;

8.1.3. the event occurred due to the intent of the policyholder, insured person or beneficiary;

8.1.4. in case of the event, the policyholder, insured person or beneficiary was liable for committing, participation in or attempting at committing an act having all the indications of an intentional crime, or concealed such an act;

8.1.5. the policyholder, beneficiary or person for whom the policyholder is responsible provided untruthful information to the insurer in the course of damage assessment process;

8.1.6. damages arose as a result of normative acts or decisions adopted by state or municipalities.

8.2. Terrorism

8.2.1. Terrorism – activities of any individual or group(s) of individuals encompassing, inter alia, the use of force or violence or threat to resort to them when acting individually or in connection with any organisation(s) or government(s) or in the name of such organisation(s) or government(s) pursued for political, religious, ideological or similar purposes including the intent to influence any government and intimidate the public or any part thereof.

8.2.2. The insurer shall not compensate the losses sustained due to terrorism, use of terrorism prevention measures (including the stopping of traffic, additional check-ups, restrictions concerning carrying of items etc.), and use of measures for elimination of the consequences of terrorist acts, unless otherwise prescribed in the insurance certificate.

9. Restrictions Associated with International or National Sanctions

9.1. Insurance coverage of all insured risks, all insured objects, insured persons and/or beneficiaries, who are subject to the restrictions, prohibitions, trade embargoes or sanctions of the United Nations, European Union or any of its member states, or United Kingdom of Great Britain and Northern Ireland, or United States of America or when it becomes incompatible with the aforementioned restrictions or contravenes them, shall become invalid on the date when the application of the mentioned restrictions, prohibitions, embargoes or sanctions begins with respect to the insurance agreement.

9.2. In cases where the applicable restrictions, prohibitions, trade embargoes or sanctions imposed by the United Nations, European Union or any of its member states, or United Kingdom of Great Britain and Northern Ireland, or United States of America directly or indirectly hinder from providing the insurance services under the appropriate insurance agreement, the insurer shall have the right to terminate the insurance agreement by giving the policyholder a notice in writing.

10. Payment of Insurance Indemnity

10.1. Upon receipt of all document and data necessary to examine the request to pay the insurance indemnity (i.e. request to pay the insurance indemnity, confirmation of the appropriate state authorities, amount of loss, documents corroborating the circumstances of the event, powers of attorney etc.), the insurer shall, within 30 days unless otherwise stipulated in the insurance regulations of the appropriate insurance product, adopt the decision whether the event is insured as well as decide on payment of the insurance indemnity in full or in part or refusal to pay the insurance indemnity.

10.2. In the event where the insurer adopts the decision that the event is insured and decides to pay the insurance indemnity, it shall be paid within the period specified in the insurance terms and conditions of the appropriate insurance product.

10.3. Verification, examination, expert assessment or other claims administration activities carried out by the insurer shall not be construed as the confirmation of the insurer's decision to pay the insurance indemnity.

10.4. Where a third person compensates, in full or in part, the damages sustained by the policyholder, insured person or beneficiary due to the event, this must be reported to the insurer.

10.5. The insurer shall not pay the insurance indemnity, if the damages (losses) have been compensated in full. Where the damages (losses) have been compensated in part, the insurer shall, in accordance with the terms and conditions of the insurance agreement, pay the difference between the calculated amount of insurance indemnity and the amount of money already paid by the third person, or value of item. This paragraph shall be applied when the insurance indemnity is determined according to the loss insurance principle.

10.6. Where after the payment of the insurance indemnity the policyholder, insured person or beneficiary recover the insured object for which the insurance indemnity has been paid or a third person compensated the damage (loss) sustained due to the event, the policyholder, insured person or beneficiary shall immediately notify the insurer thereof. The policyholder, insured person or beneficiary shall be obligated to return to the insurer the entire insurance indemnity received or a part thereof (where not

all the losses sustained due to the insured event had been compensated by the recovery of the insured item or receipt of the compensation from the third person) within 30 days from the day when the insured object had been returned or compensation had been paid.

10.7. Where the performance of the insurer's obligations or scope of such obligations depend on circumstances established in a judicial procedure in civil, criminal or administrative proceedings, the insurer shall be entitled to postpone the decision concerning the payment of the indemnity until the court decision has come into force or the appropriate proceedings have been dismissed.

10.8. The policyholder, insured person, and beneficiary shall be obligated to assist the insurer in establishing and assessing the amount of loss and damage and the circumstances of their appearance as well as provide to the insurer all the documents in their possession that indicate the circumstances of the event and the loss and damage associated with the event, including the documents containing personal health data and trade secrets. The policyholder, insured person, and beneficiary shall be also obligated to provide other information requested by the insurer and pertaining to the event that is in the possession of the policyholder, insured person, and beneficiary or that they are entitled to obtain in accordance with the procedure established by the laws as well as perform other obligations stipulated in the insurance agreement.

10.9. The policyholder, insured person, and beneficiary shall be liable for the accuracy of information provided to the insurer by each of them and neither of them shall have the right to rely on the fact that others provided incomplete, false or misleading information.

10.10. The policyholder and insurer shall be entitled to claim late payment interest from each other for the delayed performance of monetary obligations in accordance with the laws of the Republic of Lithuania.

10.11. The insurer shall have the right to deduct the premium specified in the insurance agreement from the insurance indemnity where the premium or a part thereof has not been paid, even if the payment has not fallen due until the insurance indemnity payment moment. Where the insurance agreement has been terminated and the policyholder has

been refunded a part of the insurance premium for the unused period before reporting about the insured event, the insurer shall have the right to deduct the part of the insurance premium refunded from the insurance indemnity.

10.12. The insurer shall be entitled to refuse to pay the insurance indemnity if the policyholder withheld or provided false information or data that might have affected the decision of the insurer to conclude the insurance agreement or to establish its terms and conditions.

10.13. The insurer shall have the right to refuse to pay the insurance indemnity or reduce it, if the policyholder, insured person or beneficiary breached the insurance agreement and the breach influenced the establishment of the causes, circumstances or consequences of the event.

10.14. The insurer shall have the right to recover (in part or in full) the insurance indemnity paid in the cases where any fact of the breach of the insurance agreement comes to the light only after the payment of the insurance indemnity.

11. Personal Data Processing

11.1. The insurer shall process personal data following the laws of the Republic of Lithuania and other applicable legal

acts of the European Union as well as the [Privacy Notice](#) that is available on www.if.lt.

12. Governing Law, Dispute Resolution, and Market Supervision

12.1. The insurance agreement shall be governed by the law of the Republic of Lithuania: Civil Code of the Republic of Lithuania, Law on Insurance of the Republic of Lithuania, and other legal acts.

12.2. All disputes associated with the insurance agreement shall be solved in accordance with the procedure prescribed by the laws of the Republic of Lithuania.

12.3. Notes or comments concerning services provided by the insurer may be submitted by filling a feedback form on the website of the insurer at www.if.lt/atsiliepimai, sending an email to atsiliepimai@if.lt or a regular letter to the address: T. Narbuto g. 5, 08106 Vilnius. The policyholder, insured person or beneficiary who are considered to be consumers have the right to apply to the Bank of Lithuania. Contact information of the Bank of Lithuania: tel. +370 800 50 500, email info@lb.lt, address: Gedimino pr. 6, 01103 Vilnius; www.lb.lt.

13. Final Provisions

13.1. The transfer of rights and obligations of the insurer under the insurance agreement to another insurer (other insurers) shall be permitted only in accordance with the procedure established by the laws. In the event where the policyholder objects to the intention of the insurer to

transfer the rights and obligations under the insurance agreement to another insurer (other insurers), the insurance agreement shall be terminated before the term at the request of the policyholder or by the insurer sending the appropriate notification to the policyholder.