



**Balcia**  
INSURANCE

# PURCHASE INSURANCE TERMS AND CONDITIONS

No. LT-022.01

Valid from 05.05.2023

We offer You comprehensive Purchase Insurance to provide You with security and support in case of unexpected events when Your Purchase becomes damaged or lost.

If you have any questions, please contact Us:

 19001  (+370) 5 2119 119 *When calling from abroad*

 [info@balcia.lt](mailto:info@balcia.lt)

 [www.balcia.lt](http://www.balcia.lt)

We will pay everything due from Us,  
all You need is to submit documents certifying expenses:

 [CITADELE mobile application](#)  [zalos@balcia.lt](mailto:zalos@balcia.lt)

 [www.balcia.lt](http://www.balcia.lt)

*Stay safe!*  
Your Balcia

## DEFINITIONS

**Insurer or We** – Balcia Insurance SE, operating through Balcia Insurance SE Lithuania branch.

**Insured or You or Customer** – at least 18 years old natural person, who has an Account and who is specified in the insurance contract by the Bank, having an insurable interest and who purchase insurance coverage via Citadele mobile application.

**Policyholder or Bank** – insurance intermediary AS Citadele banka Lithuania branch, reg.no 304940934, Upės str. 21-1, LT-08128 Vilnius – who has concluded an insurance contract in Your favour.

**Sum Insured** – the amount of money specified in Annex 1 of these Terms and Conditions which cannot be exceeded by the sum of the insurance indemnity (incl. the total amount of several insurance indemnities).

**Account** – Your existing account in Bank.

**Purchase** – movable property belonging to You which has been acquired during the period of insurance cover anywhere in the world using the Account, excluding current assets, cash, animals, plants, travellers' cheques, airline tickets, second-hand items, vehicles which are subject to compulsory registration.

**Deductible** – the amount specified in the Annex 1 of these Terms and Conditions as a fixed sum or as a percentage of the amount of the loss calculated in accordance with these Terms and Conditions to be deducted from the insurance indemnity payable.

**Citadele mobile application** – a software on mobile device maintained by the Bank through which You can purchase and manage Your insurance coverage.

**Third person** – a person other than Bank or You.

## PURCHASE INSURANCE

### 1. What is insured

We will pay an insurance indemnity to You for damage to or loss of a Purchase caused by:

**Theft** – theft, whether secret or open, if committed unlawfully by Third persons:

- by entering enclosed spaces with obvious signs of intrusion - by breaking or mechanically damaging obstacles or damaging locks installed to restrict unauthorized access to the premises;
- breaking, mechanically damaging or disabling security locks securing the Purchase to an immovable object, the ground or a building.

**Robbery** – the taking of movable property if it involves violence or a threat of violence against You.

**Destruction** – damage to the Purchase as a result of a sudden and unforeseen external event.

Insurance coverage for each Purchase starts from the moment You receive the Purchase and continues for the next 180 days (if period of insurance cover is valid). If it is not possible to determine the specific moment of receipt of the Purchase, the Purchase is deemed to be insured for 180 days from the moment of payment for the Purchase. If the Purchase is paid for in instalments, the insurance will commence from the time of the first payment from the Account and the indemnity will be paid in proportion to the part of the Purchase paid for.

We will also pay the insurance indemnity for the following risk:

**Price protection** – if, within 30 days after the purchase of the Purchase, the price of the same product is reduced at the same seller and the price difference is equal to or exceeds 20 EUR, We will compensate the price difference.

The following cannot be used to establish a price difference:

- Gift cards, vouchers, savings program cards or vouchers, vendor bonus programs;
- Prices that are bundled with a service contract, special financing or additional benefit (transportation, installation, etc.);
- Prices set where the seller is insolvent, in liquidation or has gone into liquidation, the sale is linked to the reconstruction of the shop or the price is set for cash payment;
- Special campaign's (like Black Friday, Season closing, etc.), discount promo;
- Prices fixed for specific categories of customers (members of clubs or associations, etc.).

## INSURANCE CONTRACT

### 2. Conclusion of the contract

We shall enter into the insurance contract after determining Your needs and assessing the insurance risk; therefore, upon entering into the insurance contract, You and the Bank are obliged to provide Us with complete and truthful information and submit a written request, if We require the Bank to do so.

You are entitled to become insured under the insurance contract by submitting a request via Citadele mobile application, therefore, the insurance coverage for You shall enter into force on the day indicated in the Citadele mobile application.

We may supplement or amend the insurance contract by written agreement with the Bank.

During the term of the insurance contract, You or the Bank shall inform Us immediately of any changes in the information provided to Us. In the case of an insured event, if We are not aware of a change in the risk, We will have the right to propose a change in the terms of insurance, or to refrain from paying the indemnity or to reduce the indemnity.

Approaching the expiration date of the insurance, Bank shall have the right to prepare and send to You a new insurance offer.

We will be honoured if You also want to continue the started cooperation. Therefore, for Your convenience We have created an opportunity to extend the insurance coverage by paying the sent offer in the specified order.

### 3. Termination of insurance

The Bank has the right to terminate the insurance contract at any time by notifying Us in advance. The insurance contract shall be terminated on the final day of the insurance coverage validation period for all Insureds under the insurance contract. After the receipt of the mentioned notification, no insurance coverages under these Terms and Conditions shall be issued, unless the new insurance contract is concluded.

Through the Citadele mobile application, You have the right to submit a request for termination of insurance coverage. Insurance coverage will be terminated on the next insurance premium payment date specified in the Citadele mobile application.

You can terminate the insurance coverage within 14 days after it comes into effect, by announcing it in through the Citadele mobile application. Insurance coverage will be terminated from its starting date.

Upon termination of the insurance coverage, We will refund You the unused part of the insurance premium in proportion to the remaining insurance period.

The insurance coverage is valid for one year and shall be automatically prolonged for each subsequent insurance year, except in cases when:

- You have not chosen automatic prolongation when applying for insurance,
- You have refused to that;
- Bank has notified You within 30 days prior to the prolongation of the insurance that the insurance is not prolonged,
- Bank has notified You of the termination of the Insurance Contract with Us.

#### 4. Bank's, Your and Beneficiary's Rights and Obligations

Each of you can obtain information about the insurance contract and the progress of the insured event.

Bank must inform You and (if applicable) the Beneficiary about the insurance contract concluded for their benefit and the rights and obligations arising for them.

Bank may object to the assignment of Our rights and obligations under the insurance contract to another insurance company, in this case Bank must notify Us within one (1) month and We will terminate the insurance contract and refund any unused portion of the premium.

You or the Bank must provide with all documents and information known to You about the circumstances and consequences of the insured event.

If the Beneficiary agrees in writing, the Bank is entitled to receive the insurance indemnity.

#### 5. Our Rights and Obligations

Pursuant to the procedure established by the legislation, We may transfer Our rights and obligations arising from the insurance contract to another insurance company by giving 2 (two) months' notice in at least two national newspapers.

We have the right to assess Your and Bank's insurance risk.

In the case of an insured event We are obliged to pay the insurance Indemnity in accordance with the procedure and within the time limits set out in the legislation and in these Terms and Conditions.

#### 6. Insurance premium

You are required to pay an insurance premium for Your insurance coverage provided by Us, at the times specified in the insurance certificate and the contract concluded between You and the Bank. The premium must be paid in full or in a full instalment.

The premium can be changed if the insurance risk changes.

If You fail to pay the insurance premium within 30 (thirty) days from the date of sending Our demand/reminder, We will terminate the insurance coverage. You shall compensate costs for the debt collection.

### INSURANCE INDEMNITY

#### 7. If an insured event occurs

Immediately report the accident to the competent authorities (the police in case of theft, robbery or traffic accident; the fire and rescue service in case of fire; the emergency services in case of explosion, etc.), take measures to prevent and minimize damage, ensure that the circumstances of the accident and the damaged objects are photographed or filmed, and contact Us as soon as possible.

We will advise You on how to proceed and agree on the next steps.

By purchasing the insurance coverage, You authorize Us to establish the circumstances of the insured event by requesting and obtaining all necessary documents and information from authorities and Third persons.

In the event of damage or loss of the Purchase, You must provide Us with Purchase receipt and bank confirmation of payment from Account and other information and documentation related with the insured event.

- ⚠ For Price Protection insurance, You must provide Us with proof of the price change: the trader's notice in print (brochure, magazine, newspaper, etc.), a printout from the trader's website, etc. Prices are compared for identical goods (manufacturers, models, years of manufacture, dimensions, color, etc. details that may affect the price of the goods must be the same).

## 8. Calculation of insurance indemnity

We will determine the cost of buying the same type and similar quality of Purchase or the cost of restoring the Purchase to the same quality as it was immediately before the occurrence of the insured event.

In the event of damage to Your Purchase, We will pay You the insurance indemnity or the repair costs, after applying the Deduction.

You can choose any repair service provider, subject to prior agreement with Us.

If the repair of Your damaged Purchase is economically justified, We will indemnify the cost of its repair. If the Purchase cannot be restored, or You do not wish to restore it, We will determine the indemnity amount according to its market value.

If only part of the Purchase price has been paid from Account, the insurance indemnity is determined in proportion to the part paid from Account.

After payment of the insurance indemnity, the salvageable remains of the damaged Purchase shall be transferred to Our possession or to Our repair partner, subject to prior agreement with Us.

## 9. Reduction of the insurance indemnity

We have the right to reduce the amount of the insurance indemnity payable if:

- You or the Beneficiary have received full or partial compensation from the person responsible for the damage or have been reimbursed by another person, including another insurance company;
- You or the Beneficiary are entitled to an indemnity for the same insured risk under other insurance contracts - We are entitled to pay the insurance indemnity in proportion to the ratio of the Sum insured or limit specified in the Annex 1 of these Terms and Conditions to the sum insured under the other contracts;
- The insurance indemnity for one or more risks that have occurred during the insurance period has reached the Sum Insured specified for specific risk.

## 10. Exceptions

We have the right to refuse to pay the insurance indemnity if:

- the damage or loss of the Purchase did not occur during the period of insurance cover or did not result from the occurrence of the insured risks;
- the Purchase was not acquired during the period of insurance coverage;
- the accident has occurred due to force majeure as provided for in the laws and regulations of the Republic of Lithuania;
- damage to the Purchase occurred due to repairs;
- damage to the Purchase occurred due to its regular maintenance, cleaning, routine or emergency maintenance, including replacement of worn parts;
- damage to the Purchase occurred due to mechanical deterioration or breakage without the influence of external forces;
- damage to the Purchase occurred due to scratches on the surface of the object, such that the glass does not break completely, or if the scratches do not impede the use of the Purchase;
- damage to the Purchase has been caused by violation of the requirements for use set out in the manufacturer's instructions or in the laws and regulations of the Republic of Lithuania;
- the Purchase was transferred for use to a Third person;
- the damage to the Purchase is the result of defects, spare parts or work covered by the manufacturer's recall;
- the damage to the Purchase due to the corruption or loss of computer files or software, as well as data stored on the device (images, documents, contact list, programs, etc.);
- damage to the Purchase due to unauthorized modification of the Purchase, such as installation of non-certified spare parts;

- the Purchase has been left unattended;
- the insured event occurred as a result of Your malicious intent or gross negligence;
- You are under the influence of alcohol, narcotic, psychotoxic or other intoxicating substances and it is causally related to the insured event, unless the alcohol concentration in the body does not exceed the prescribed norm, and the alcohol concentration is clearly indicated in the documents certifying the performed tests;
- You did not report an insured event on time and therefore We cannot determine the exact amount of expenses or damages incurred;
- You deliberately provided Us with false information or documents which materially affect the assessment of the insured risk or potential loss or having unlawfully increased the amount of loss;
- You deliberately failed to comply with the obligations set out in these Terms and Conditions.

## 11. Decision

A decision on the payment of the insurance indemnity will be taken and sent to You no later than 5 (five) days from the date of receipt of all documents relevant for determining the causes, circumstances and consequences of the insured event and for calculating the amount of the insurance indemnity.

## DISPUTE AND COMPLAINTS HANDLING PROCEDURE

All disputes, which arise or might arise between Us and You or the Bank, or the Beneficiary shall be settled through negotiation. If it is not possible to solve a dispute through negotiation, You are entitled, for the purpose of protecting Your interests, to take Your dispute to Our supervisory authority, the Bank of Lithuania ([www.lb.lt](http://www.lb.lt)) or before a court in accordance with the statutory regulations in force in the Republic of Lithuania. Information about the complaints' procedure is publicly available on Our website [www.balcia.lt](http://www.balcia.lt) and on the Bank website [www.citadele.lt](http://www.citadele.lt).

## OTHER TERMS

- Information about Our processing of personal data is contained in the Privacy Policy, which is publicly available on Our website [www.balcia.lt](http://www.balcia.lt).
- We are bound by national and international sanctions, so if We receive information that any of the sanctions have been applied directly or indirectly to You or the Bank, We have the right to terminate the insurance contract unilaterally and immediately. If any payment may breach the sanctions, such payment may not be made while such sanctions are in force.
- Bank receives remuneration for the distribution of insurance. Based on the information provided by You, Balcia and Bank identifies and evaluates Your needs and makes an accordingly prepared insurance offer, however, this offer should not be construed as an individual recommendation for insurance products.
- The laws and regulations of the Republic of Lithuania shall apply to rights and obligations not provided for in these Terms and Conditions or in the Insurance Contract and to the regulation of legal relations arising out of these Terms and Conditions and out of the Insurance Contract;
- If there is a conflict between the terms and conditions of the type of insurance and the terms and conditions of the policy, the terms and conditions of the policy shall apply to the insurance contract.
- Supervision of the insurance market in the Republic of Lithuania is carried out by the Bank of Lithuania (website: [www.lb.lt](http://www.lb.lt)).

## ANNEX 1

### Insurance coverage variants

#### PURCHASE INSURANCE

#### Sum Insured, EUR

Damage or loss of Purchase

Price protection risk

	<b>Standarts</b>	<b>Premium</b>
Damage or loss of Purchase	1 000	5 000
Price protection risk	300	500

#### Deductible:

50 EUR deductible for the risk of damage, theft, robbery;

100 EUR deductible for electrical goods.