

ERGO Life Insurance SE

# Universal Life Insurance Rules No 028



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These rules are translated into English from the original version in Lithuanian.  
In the event of any discrepancy between the rules, the rules in Lithuanian shall prevail.

Valid from 18 11 2019

## Universal Life Insurance Rules No 028

### 1. General definitions

- 1.1. **Insurer** shall mean ERGO Life Insurance SE.
- 1.2. **Policyholder** shall mean an adult natural or legal person, who has either applied to the Insurer for concluding an insurance agreement, or whom the Insurer has offered to conclude an insurance agreement, or who concluded an insurance agreement with the Insurer.
- 1.3. **Insured** shall mean the natural or legal person indicated in the insurance agreement, who is a part of the group of persons referred to in the insurance agreement, upon an occurrence of an insured event in the life of whom the Insurer shall pay an insurance benefit.
- 1.4. **Beneficiary** shall mean the person indicated in the insurance agreement entitled to receive an insurance benefit.
- 1.5. **Insurance Agreement** shall mean an agreement concluded between the Insurer and the Policyholder. By an Insurance Agreement, the Insurer undertakes to pay to the Policyholder or a third party, for the benefit of whom the Insurance Agreement was concluded, an insurance benefit calculated in accordance with the procedure established in the Agreement upon the occurrence of an insured event specified in the Insurance Agreement for the insurance premium indicated in the Insurance Agreement. The Insurance Agreement shall comprise these insurance rules, special insurance conditions, insurance certificate and other documents, if presented or issued.
- 1.6. **Insurance Rules** shall mean these standard insurance agreement conditions prepared by the Insurer, which are an integral part thereof.
- 1.7. **Insurance Certificate** shall mean a printed or electronic document (at the Policyholder's choice) issued by the Insurer, which confirms the conclusion of the Insurance Agreement.
- 1.8. **Insurance Premium** shall mean the amount of money specified in the Insurance Agreement, which the Policyholder shall pay to the Insurer for insurance coverage in accordance with the conditions laid down in the Insurance Agreement.
- 1.9. **Insurance Coverage** shall mean the Insurer's obligation to pay an insurance benefit in case of an insured event.
- 1.10. **Insurance Agreement Period** shall mean the period specified in the Insurance Certificate. When the Policyholder duly discharges its obligation to pay an Insurance Premium, the Insurance Agreement Period shall be the same as the Insurance Coverage period, unless otherwise agreed in the Insurance Agreement.
- 1.11. **Insurance Year** shall mean an insurance period, which starts on the date of commencement of the Insurance Coverage and lasts 12 months, but not longer than the expiry of Insurance Coverage.
- 1.12. **Application for Concluding an Insurance Agreement** shall mean a document of the form established by the Insurer completed by the Policyholder or information provided by the Policyholder (who is a legal person) to the Insurer about the Insured in another form, also facts and circumstances necessary to assess the insurance risk of the Insured.
- 1.13. **Sum Insured** shall mean the amount of money specified in the Insurance Agreement or calculated in accordance with the procedure established in the Insurance Agreement, which an insurance benefit may not exceed, unless otherwise agreed in the Insurance Agreement.
- 1.14. **Insured Event** shall mean an event specified in the Insurance Agreement, upon the occurrence of which the Insurer shall pay an insurance benefit.
- 1.15. **Insurance Benefit** shall mean the amount of money which the Insurer shall pay to the Policyholder or another person in case of an Insured Event.
- 1.16. **Insurance Risk** shall mean a likely danger threatening the object of insurance.
- 1.17. **Non-Insured Event** shall mean an event provided for in the Insurance Agreement upon the presence or the occurrence of which the Insurer shall not pay an Insurance Benefit.
- 1.18. **Special Insurance Conditions** shall mean conditions of the Insurance Agreement specially applicable to each product of the Insurer.
- 1.19. **Pricelist of Additional Insurance Agreement Administration Services** shall mean agreement administration (amendment, issue of a duplicate and other services) fees set by the Insurer available on the website [www.ergo.lt](http://www.ergo.lt). The Insurer shall notify of any amendments to the Pricelist in accordance with the procedure established by laws.

- 1.20. **Sports Activities** shall mean individual exercise of the Insured in sports clubs, regular amateur practicing of any type of individual or team sports, including participation in training and competitions between amateur teams.
- 1.21. **Professional Sports** shall mean the Insured's training and participation in national or international competitions held by the federation or union of the respective sport, also individual or team sports, where athletes receive any remuneration (under an employment or civil law contract), sponsorship or scholarship for participation.
- 1.22. **Extreme Sport/Leisure** shall mean activities associated with a risk higher than in other sports, which require special physical and mental abilities, special equipment and clothing. Extreme sports shall be activities listed below or those similar to them by nature and equipment used:
  - a) car, motorcycle and motor vehicle sports, BMX, HD, FR and specialized mountain biking, skateboarding and skateboarding on ramps, paragliding, skydiving (including BASE jumping), bungee jumping, gliding and flying a non-motorized aircraft, light and ultralight aircraft, horseback riding, equestrian sports, and shooting. Exceptions shall include parachuting in a dome-shaped and rectangular parachute jumping, tandem parachute jumps with instructor; licensed hunting, shooting and/or horse riding under the supervision of an instructor; road, cross-country, track cycling; charter recreational aircraft flights, if these activities are carried out under the supervision of companies who hold a respective license and are a way of spending free time of the Insured, without engaging in these activities periodically in pursuit of sports results or qualification for standards;
  - b) kayaking and canoeing, surfing in sparkling waters, long-distance swimming in ice water, mountain river swimming, swimming in rapids and waves, sailing at sea, diving > 40 meters deep, diving at great depths without any diving equipment, rock jumping into the water, waterboarding, windsurfing and surfing, jet skiing, power kiting. Exceptions shall include leisure diving (up to 40 meters deep), sailing and motorless rowing/swimming in stagnant water and plain rivers, where these activities are a way of spending free time of the Insured without pursuing sports results or qualification for standards;
  - c) snow kite skiing, ski jumping or snowboard jumping, off-piste skiing, helicopter or paragliding skiing. Exceptions shall include leisure cross-country skiing, in specially adapted downhill and other designated trails;
  - d) mountaineering, rock climbing, caving and canyoning, climbing frozen waterfalls, rocks, boulders, mountain ultramarathons, parkouring, expeditions and hiking in extreme climatic conditions, such as the polar zone, jungle, desert, open sea, etc. Exceptions shall include leisure jogging, except for trainings held in extreme conditions and areas;
  - e) martial arts and contact sports such as boxing, wrestling, karate, judo, fencing, etc. Exceptions shall include children under the age of 14, who practice these sports activities.

## 2. Concluding an Insurance Agreement

- 2.1. In order to conclude an Insurance Agreement, the Policyholder shall submit to the Insurer an Application for Concluding an Insurance Agreement. The persons insured shall complete questionnaires in the form set by the Insurer, if the Insurer so requests.
- 2.2. Submission of an Application for Concluding an Insurance Agreement and the payment of an Insurance Premium shall not oblige the Insurer to conclude an Insurance Agreement. An Application for Concluding an Insurance Agreement shall expire if the Insurer does not issue an Insurance Certificate certifying the conclusion of an Insurance Agreement within 3 months from its submission.
- 2.3. An Insurance Agreement may be concluded in a direct meeting or by means of distance communication.
- 2.4. An Insurance Certificate issued by the Insurer shall confirm the conclusion of an Insurance Agreement. The date indicated in the Insurance Certificate shall be considered to be the date of conclusion of the Insurance Agreement. The Insurance Certificate shall list conditions of the Insurance Agreement, including the insurance period, the object of insurance and insurance coverages, sums insured of the Insured and other important information.
- 2.5. The Insurance Agreement shall consist of the following documents:
  - 2.5.1. an Application for Concluding an Insurance Agreement;
  - 2.5.2. questionnaires of the Insured;
  - 2.5.3. an Insurance Certificate and annexes thereto;

- 2.5.4. the Universal Life Insurance Rules and the Special Insurance Conditions;
  - 2.5.5. other documents provided by the Policyholder that affect the conclusion, amendments and execution of the Insurance Agreement.
- 2.6. Automatic extension of the Insurance Agreement:
- 2.6.1. before concluding an Insurance Agreement for one year, the Insurer and the Policyholder may agree on an automatic extension of the Insurance Agreement for the following year, with the parties individually agreeing in writing on the terms of the extension, which shall become an integral part of the Agreement;
  - 2.6.2. the Insurer and the Policyholder shall have the right to refuse automatic extension of the Insurance Agreement for the following insurance year by notifying the other party thereof in writing not later than one month before the expiry of the Insurance Agreement;
  - 2.6.3. if the Policyholder does not accept the conditions of the automatically extended Insurance Agreement, the new automatically extended Insurance Agreement shall be subject to the conditions laid down in clause 3.2 hereof, if an Insurance Premium was not been and the Insurer was not informed about refusing to extend the Insurance Agreement for the following year.

### **3. Entry into force of the Insurance Agreement and procedure of payment of Insurance Premiums**

- 3.1. Insurance Premium amounts and the method of payment (lump sum or periodic instalments) shall be indicated in the Insurance Certificate. The Policyholder shall pay Insurance Premiums in the agreed manner, at the time specified in the Insurance Agreement, by indicating in the payment order the number of the Insurance Certificate for which the payment is made. The date of crediting an Insurance Premium to the Insurer's bank account shall be considered the date of payment of the Insurance Premium. Other persons may also pay an Insurance Premium for the Policyholder, without acquiring any rights to the Insurance Agreement and the Premiums paid.
- 3.2. In all cases the entry into force of the Insurance Agreement shall be associated with the payment of the full or a partial Insurance Premium amount, i.e. the Insurance Agreement shall enter into force only after the full or the first Insurance Premium was paid, regardless of whether the Insurance Agreement stipulates that the full or the first Insurance Premium must be paid on the day of concluding the Insurance Agreement, or the Agreement provides for a later deadline for paying the full or the first Insurance Premium:
  - 3.2.1. if the Insurance Agreement establishes that the full or the first Insurance Premium shall be paid on the day of concluding the Insurance Agreement, and the Policyholder pays it on time, the Insurance Agreement shall take effect on the day and time of the start of the Insurance Agreement Period specified in the Agreement, and the Insurance Coverage shall only apply to Insured Events having occurred after the entry into force of the Insurance Agreement;
  - 3.2.2. if the Insurance Agreement establishes that the full or the first Insurance Premium shall be paid after the day of conclusion of the Insurance Agreement, and the Policyholder pays it on time, the Insurance Agreement shall take effect from the moment of payment of the Insurance Premium, while the Insurance Coverage shall also apply for Insured Events which the Parties to the Insurance Agreement were not aware of when concluding the Insurance Agreement, which occurred during the period of time from the day and time of the start of the Insurance Agreement Period specified in the Agreement till the moment of entry into force of the Agreement (i.e. the Insurance Coverage shall apply retroactively);
  - 3.2.3. if the Policyholder pays the full or the first Insurance Premium having missed the deadline for paying the Premium provided for in the Insurance Agreement, the Insurance Agreement shall take effect on 00:00 of the day following the payment of the Insurance Premium, and the Insurance Coverage shall apply only to Insured Events that occurred after the entry into force of the Insurance Agreement regardless of whether the Insurance Premium had to be paid on the Agreement conclusion day, or the Agreement provided for a later deadline for its payment.

- 3.3. In all the cases provided for in clauses 3.2, 3.2.1 to 3.2.3 hereof, the application of Insurance Coverage shall commence not earlier than the start date of the Insurance Agreement Period specified in the Insurance Agreement.
- 3.4. If the Policyholder fails to pay a periodic Insurance Premium or its part at the time specified in the Insurance Agreement, the Insurer shall notify the Policyholder thereof in writing. Having failed to pay an Insurance Premium within 30 days from the day of sending a notice to the Policyholder, the Insurer shall have the right to suspend Insurance Coverage under the Insurance Agreement until the Policyholder covers the Insurance Premium arrears. If the suspension of Insurance Coverage lasts for more than 6 months, the Insurer shall have the right to terminate the Insurance Agreement unilaterally.

## **4. Rights and duties of the parties to the Insurance Agreement and their liability for non-compliance with Insurance Agreement conditions**

- 4.1. The Insurer shall undertake:
  - 4.1.1. to provide the Policyholder with the Insurance Rules, Special Insurance Conditions, Insurance Premium amounts and other Insurance Agreement-related information, which the Insurer is obliged to provide according to legal acts of the Republic of Lithuania;
  - 4.1.2. having concluded an Insurance Agreement - to issue an Insurance Certificate, Insurance Rules, Special Insurance Conditions;
  - 4.1.3. to pay all Insurance Benefits due according to the Insurance Agreement, if there is a basis for paying an Insurance Benefit;
  - 4.1.4. to duly discharge other obligations specified in the Insurance Agreement and legal acts.
- 4.2. The Insurer shall have the right:
  - 4.2.1. to terminate the Insurance Agreement, to reduce an Insurance Benefit or to refuse to pay it altogether, if after concluding the Insurance Agreement it determined that when concluding the Insurance Agreement or during its validity period, the Policyholder or the Insured defaulted on their duty to disclose information and intentionally or negligently provided the Insurer with incomplete, false information about the Policyholder, the Insured or about circumstances that may have a material impact on the assessment of the Insurance Risk, the likelihood of occurrence an Insured Event, the determining of the amounts of deductibles under the Insurance Agreement or other circumstances important for the Insurance Agreement, except in cases when the circumstances which the Policyholder and/or the Insured concealed disappeared before an Insured Event or did not affect the Insured Event;
  - 4.2.2. to assess the Insurance Risk of the Policyholder and the Insured and, to this end:
    - 4.2.2.1. to require the Policyholder or the Insured to have a medical check-up before concluding the Insurance Agreement. The Insurer shall bear medical check-up costs;
    - 4.2.2.2. taking into account the information provided in the health questionnaire of the Policyholder or the Insured, to ask the Insured additional questions about his health condition and/or circumstances related to the assessment of the Insurance Risk;
    - 4.2.2.3. to offer to conclude an Insurance Agreement on conditions other than those specified in the Application for Concluding an Insurance Agreement, if the conditions specified in the Application cannot be fulfilled due to the insured person's risk, but the offered Agreement must be concluded in the best interests of the Policyholder/the Insured and in pursuit of it meeting the actual interests and expectations of the customer;
    - 4.2.2.4. to refuse to conclude an Insurance Agreement without indicating any reason for such a refusal;
    - 4.2.2.5. to determine the minimum and maximum Sum Insured of the Insured, the minimum or maximum age of the Insured, and the minimum or maximum duration of the Insurance Agreement.

- 4.2.3. to amend the Pricelist of Additional Insurance Agreement Administration Services available online at [www.ergo.lt](http://www.ergo.lt), notifying of the amendments thereto in accordance with the procedure prescribed by laws;
  - 4.2.4. other rights provided for in legislation of the Republic of Lithuania.
- 4.3. The Policyholder shall undertake:
- 4.3.1. to notify the Insured and/or the Beneficiary about the concluded Insurance Agreement and amendments thereto, to familiarize the Insured and/or the Beneficiary with their rights and obligations set out in the Insurance Agreement;
  - 4.3.2. to pay Insurance Premiums in a timely manner. Other persons and/or the Insured may also pay Premiums for the Policyholder without acquiring any rights to the Insurance Agreement;
  - 4.3.3. to notify of any changes in contact data or the list of the persons insured no later than within 30 days from the change (unless the Agreement establishes otherwise).
- 4.4. The Policyholder shall have the right:
- 4.4.1. to receive an Insurance Certificate, the Insurance Rules and the Special Insurance Conditions;
  - 4.4.2. to receive a copy of the Insurance Agreement and the additional Insurance Agreement administration services having paid the fee set by the Insurer according to the Pricelist of Additional Insurance Agreement Services;
  - 4.4.3. to receive all information related to the Insurance Agreement during the validity period of the Insurance Agreement;
  - 4.4.4. to refer to the Insurer for amending conditions of the Insurance Agreement by completing an application in the form set by the Insurer and questionnaires necessary to assess the Insurance Risk. When amending conditions of the Insurance Agreement, the Insurer shall respectively change the Insurance Premium amount.
- 4.5. The Policyholder and/or the Insured shall undertake:
- 4.5.1. to provide the Insurer with detailed and correct information about the Policyholder and the Insured when concluding and amending the Insurance Agreement, completing an application in the form set by the Insurer and questionnaires necessary to assess the Insurance Risk;
  - 4.5.2. to immediately notify of any change in the data indicated in the Application for Concluding an Insurance Agreement and questionnaires during the period from the application completion date till the conclusion of the Insurance Agreement;
  - 4.5.3. to report an increase in the Insurance Risk:
    - 4.5.3.1. when the occupation/nature of work or the field of activity of the Policyholder or the Insured changed;
    - 4.5.3.2. when the Insured engages in/changes the type of Extreme and/or Professional Sport, where this coverage is provided according to the conditions of the concluded Insurance Agreement, and the changed risk requires amending the Insurance Agreement;
  - 4.5.4. to duly perform other duties specified in the Insurance Agreement and legal acts.
- 4.6. The Policyholder and/or the Insured shall have the right:
- 4.6.1. the Policyholder shall have the right to change the Beneficiary before an Insured Event having notified the Insurer thereof in writing. The Policyholder and the Insurer may additionally include in the Insurance Agreement the cases when the Insured shall also have the right to change the Beneficiary by filing with

the Insurer an application in the form set by the Insurer and in observance of the requirements of Article 119 of the Law on Insurance;

- 4.6.2. to ask to amend conditions of the Insurance Agreement due to a decrease in the Insurance Risk, if the circumstances laid down in the Insurance Agreement, which lead or may lead to a reduction in the Insurance Risk, change in essence during the validity period of the Insurance Agreement.
- 4.7. The Beneficiary, the Insured and the Policyholder shall undertake:
  - 4.7.1. to report Insured Events to the Insurer by completing a report in the form set by the Insurer within 30 days from the Event date and without any delay, as soon as he becomes aware thereof;
  - 4.7.2. to provide the Insurer with complete and correct information about the Insured Event and to cooperate in obtaining information from third parties necessary for the investigation of the Insured Event.
- 4.8. The Beneficiary shall have the right:
  - 4.8.1. to receive information on the course of the investigation of the Insured Event;
  - 4.8.2. to demand the payment of an Insurance Benefit in accordance with the conditions and procedure established in the Insurance Agreement.
- 4.9. The Policyholder, the Beneficiary and the Insured shall also have other rights and duties established by legal acts.
- 4.10. The parties shall comply with the conditions of the concluded Insurance Agreement. The parties shall be liable for non-compliance with the conditions of the Insurance Agreement in accordance with the procedure established by the Insurance Agreement and legal acts of the Republic of Lithuania.

## **5. Procedure of payment of Insurance Benefits**

- 5.1. The Insurer shall pay Insurance Benefits within 30 days from the date of receipt of all information relevant to determining the fact, circumstances, consequences of the Insured Event and the Insurance Benefit amount (including additional information from law enforcement agencies, health care institutions, etc.). If an Insurance Benefit has not been paid within 30 days from the date the Insured Event was reported, the Insurer shall inform the Policyholder (the Insured, the Beneficiary) on the course of the investigation of the Insured Event in detail in writing.
- 5.2. Insurance Benefits shall be paid to the Beneficiaries specified in the Insurance Agreement. If the Beneficiary is not specified in the Insurance Agreement, Insurance Benefits in case of death of the Insured shall be paid to successors of the Insured.
- 5.3. If having increased the Sum Insured, the Insurance Premium due calculated by the Insurer was not paid at the agreed time, in case of an Insured Event, the Sum Insured valid before its increase shall be paid.
- 5.4. The Premium or a part thereof overdue under the Insurance Agreement may be deducted from the Insurance Benefit amount payable in case of an Insured Event.

## **6. Provision of notices, applications and information**

- 6.1. The Policyholder shall send all notices, statements, claims and/or requests related to the Insurance Agreement and obligations arising from them to the Insurer's address or by electronic means using the Insurer's customer self-service portal accessible on the Insurer's website [www.ergo.lt](http://www.ergo.lt), or by e-mail indicated by the Insurer.
- 6.2. The Policyholder or the Insured shall serve to the Insurer all notices, statements, claims and requests relating to the Insurance Agreement and obligations arising therefrom in such a form and manner that the Insurer is able to clearly identify that the person having submitted the document is the Policyholder or the Insured.



- 6.3. The Insurer may send notices, information and claim-related notifications to the mailing address specified by the Policyholder and/or the Insured in the Insurance Agreement. The Insurer shall have the right to send the required information to the Policyholder and/or the Insured to the specified e-mail address, if the Policyholder and/or the Insured indicated that he agrees to receiving information related to the Insurance Agreement by this e-mail.
- 6.4. The Insurer may inform the Policyholder about any changes to the Insurer's contact details, the Insurance Rules and the requirements applicable to the Insurance Agreement, publishing the changes on the Insurer's website [www.ergo.lt](http://www.ergo.lt) and/or by sending information on the said changes to the last known address or e-mail of the Policyholder.

## **7. Amendment, termination and expiry of the Insurance Agreement**

- 7.1. The Policyholder and the Insurer may agree in writing on amending conditions of the Insurance Agreement.
- 7.2. The Insurance Agreement Period shall be indicated in the Insurance Certificate. The Insurance Agreement may be terminated at the initiative of the Policyholder by mutual agreement between the Policyholder and the Insurer or on other grounds established in the Insurance Rules, the Special Insurance Conditions and legal acts of the Republic of Lithuania.
- 7.3. The Policyholder shall file with the Insurer a request to terminate the Insurance Agreement in the set form. The Insurance Agreement shall be terminated on the next business day following the day of submission of such a request to terminate the Insurance Agreement to the Insurer.
- 7.4. The Policyholder shall have the right to unilaterally terminate the Insurance Agreement in the following cases:
  - 7.4.1. the Policyholder, who is a natural person, - on preferential terms, by the Policyholder notifying the Insurer in writing within 30 calendar days from the moment when he was presented with an Insurance Certificate. The Insurer shall refund to the Policyholder the total Insurance Premium paid. The Policyholder shall be considered to have been issued an Insurance Certificate within 5 (five) business days from the day of conclusion of the Insurance Agreement.
  - 7.4.2. The Policyholder shall pay the last Insurance Premium or a part thereof calculated for the period from the beginning of the last month of insurance till the date of termination of the Insurance Agreement. If the Policyholder has paid Insurance Premiums for the upcoming months, the Policyholder shall be refunded the paid Insurance Premiums for the unused period of validity of the Insurance Coverage within 10 days from the date of submission of a request to terminate the Insurance Agreement.
  - 7.4.3. The Policyholder may indicate in his request the date as from which the Insurance Agreement is to be terminated. If the date has not been indicated, it shall be considered that the Policyholder wishes to terminate the Insurance Agreement from the date following the date of submission of his request to the Insurer.
  - 7.4.4. If the Insurer violates essential conditions of the Insurance Agreement (having determined its fault), the Insurance Premiums paid shall be refunded to the Policyholder.
- 7.5. The Insurer shall have the right to unilaterally terminate the Insurance Agreement in the following cases:
  - 7.5.1. in the cases provided for in clause 3 of Article 6.1010 of the Civil Code of the Republic of Lithuania (when circumstances that determined the Insurance Risk changed, and the Policyholder failed to notify the Insurer thereof) and clause 1 of Article 6.1009 (upon the disappearance of the object or risk). Having terminated the Insurance Agreement on these grounds, the Insurer shall refund to the Policyholder a part of the Insurance Premium for the unused Insurance Coverage Period;
  - 7.5.2. on other grounds provided for in laws of the Republic of Lithuania;
  - 7.5.3. when the suspension of Insurance Coverage under the Insurance Agreement lasts longer than 6 months.

- 7.6. The Insurance Agreement shall terminate:
- 7.6.1. when the Insured dies, and there are no other insured persons indicated in the Insurance Agreement;
  - 7.6.2. when all Sums Insured have been paid;
  - 7.6.3. if the Policyholder, who is a natural person dies, and the remaining insured persons do not express a wish to take over the rights of the Policyholder, or the Policyholder, who is a legal person, is liquidated, and there are no successors to its rights and duties;
  - 7.6.4. having terminated the Insurance Agreement;
  - 7.6.5. upon the expiry of the Insurance Agreement.
- 7.7. Notwithstanding other provisions of the Insurance Agreement, Insurance Coverage shall only be valid for as long as this does not conflict with any trade and economic sanctions, prohibitions or restrictions imposed by United Nations resolutions, any laws or regulations of the European Union, United Kingdom or United States of America. If the said sanctions, prohibitions or restrictions directly or indirectly interfere with our provision of services under the Insurance Agreement, we shall have the right to terminate the Agreement unilaterally by notifying the Policyholder thereof in writing.

## **8. Confidentiality of information and personal data processing**

- 8.1. The Insurer shall ensure the confidentiality of information of the Policyholder, the Insured, their family members and the Beneficiary in accordance with the Insurance Agreement and the requirements of applicable regulatory legislation, except for cases when the Insurer has an obligation to disclose this information to third parties in accordance with applicable legal acts.
- 8.2. The Insurer shall process personal data received from the Insured, persons insured under the Insurance Agreement, family members or other participants in the Insurance Agreement in order to provide insurance services and to perform related actions.
- 8.3. In order to assess the Insurance Risk, to make an offer to conclude an Insurance Agreement or to conclude an Insurance Agreement, to assess circumstances of Insured Events and to determine the Insurance Benefit amount, the Insurer may provide personal data to and collect it in personal health care institutions, law enforcement authorities, the State Health Insurance Fund, the Disability and Working Capacity Assessment Office and the State Social Insurance Fund.
- 8.4. Personal data may be disclosed to third parties (law enforcement and other authorities, reinsurers, companies providing us with customer service and other services, other natural or legal persons), if this is necessary for concluding or executing the Insurance Agreement, or in presence of other legal grounds.
- 8.5. The Policyholder or another person whose personal data are processed shall have the right to refer to the Insurer's Data Protection Officer (by e-mail [asmensduomenys@ergo.lt](mailto:asmensduomenys@ergo.lt) or by calling 1887) on all matters relating to the processing of personal data and the exercise of his rights.
- 8.6. The Policyholder or another person whose personal data are processed shall have the right to ask the Insurer to access his personal data, to have them rectified or erased, to restrict the processing of the data, also the right to object to the processing of his personal data, and the right to data portability. When personal data are processed on the basis of a consent, the Policyholder or another person whose data are processed shall have the right to revoke the given consent at any time.
- 8.7. If the Policyholder or another person whose personal data are processed believes that his rights regarding the processing and protection of personal data have been violated, he shall have the right to file a complaint with the State Data Protection Inspectorate.
- 8.8. More detailed information about the processing of personal data by the Insurer is presented in ERGO's Privacy Policy available on the Insurer's website [www.ergo.lt](http://www.ergo.lt).

## 9. Dispute settlement procedure

- 9.1. All disagreements regarding the conclusion, performance or termination of the Insurance Agreement shall be settled by mutual negotiation, and in case of a failure to reach an agreement, disputes may be settled in an out-of-court or judicial procedure in accordance with the procedure established by laws of the Republic of Lithuania.
- 9.2. The Policyholder shall have the right to refer to the supervisory authority of financial market participants the Bank of Lithuania for out-of-court settlement of disputes. Information on the procedure for settling disputes between consumers and financial market participants is available online at: [http://www.lb.lt/gincu\\_nagrinejimas](http://www.lb.lt/gincu_nagrinejimas).

## 10. Procedure for Assigning Rights and Duties of the Insurer

- 10.1. The Insurer shall have the right to assign its rights and duties under the Insurance Agreement to another insurer in accordance with the procedure established by legal acts of the Republic of Lithuania.
- 10.2. The Insurer shall notify the Policyholder of its plans to assign its rights and duties two months before the planned assignment of rights and duties.
- 10.3. If the Policyholder does not agree with the assignment of rights and duties under the Insurance Agreement, he shall have the right to terminate the Insurance Agreement and shall be entitled to the unused part of the Insurance Premium proportionate to the remaining period of validity of the Insurance Agreement.

## 11. Procedure of application of conditions of insurance agreements

- 11.1. These Insurance Rules and Special Insurance Conditions shall form an integral part of the Insurance Agreement. In case of any contradictions between these Insurance Rules and the Special Insurance Conditions, Special Insurance Conditions shall apply. The Insurance Certificate shall indicate which general and special insurance conditions shall apply to the Insurance Agreement.
- 11.2. The Insurance Agreement shall be subject to law of the Republic of Lithuania.

General Manager  
Bogdan Benczak

