



# HOME ASSISTANCE

Terms and conditions No. 0801.PAL2

Effective from 02.12.2024

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Pursuant to the Terms and Conditions BTA Baltic Insurance Company AAS, hereinafter - BTA, shall conclude Insurance Contracts with Policyholders to provide Policyholders with assistance services.

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## EXPLANATION OF TERMS

**Policyholder** – person concluding an insurance contract for the benefit of oneself or another person.

**Insured** person – person, for the benefit of whom the Insurance Contract is concluded.

**Insurance indemnity** – services to be provided or money to be paid upon occurrence of an insured event.

**Insurance contract** – an agreement between the BTA and the Policyholder, which consists of parts of the Insurance Contract – these terms, insurance policy – a document confirming the conclusion of the insurance contract, its annexes and amendments. The insurance contract shall specify:

Policyholder's obligations:	BTA obligations:
<ul style="list-style-type: none"> <li>✓ to pay the insurance policy payment or insurance premium according to the manner, term and amount specified in the Insurance Contract;</li> <li>✓ to fulfil other obligations specified in the Insurance Contract.</li> </ul>	<ul style="list-style-type: none"> <li>✓ upon occurrence of an insured event, to disburse the insurance indemnity (to ensure services or to pay in monetary terms);</li> <li>✓ to fulfil other obligations specified in the insurance contract.</li> </ul>

**Insurance period** – timeframe wherein the insurance is effective.

**Contract operating location** – address specified in the insurance contract, where the insurance is effective.

**Loss indemnification limit** – maximum Insurance indemnity, which can be disbursed pursuant to Insurance Contract within a 12-months' insurance period. Upon disbursement of Insurance Indemnity loss indemnification limit shall be reduced by the disbursed Insurance Indemnity sum.

**Home** – residential building, parts of a residential building, apartment.

**BTA cooperation partner** – a service provider that provides home assistance services.

**Rightful user** – a person who uses real estate with the permission of the owner (for example, family member, tenant).

## 1. WHAT SERVICES WE WILL PROVIDE

BTA ensures the following emergency services, to limit or to avert unforeseen damage caused by an accident to the Home, which is located in the Contract operating location:

### 1.1. Telephone consultations

The service <b>includes</b> :	The service <b>does not include</b> :
<ul style="list-style-type: none"> <li>✓ BTA consultation on the action to be taken in the event of an accident:                             <ul style="list-style-type: none"> <li>→ how to avert or limit damage caused by accident;</li> <li>→ how to reduce the following losses;</li> <li>→ which state or municipal service providers, emergency services and other competent authorities should be notified about the accident.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>✗ consultations regarding accidents which have not occurred in the Contract operating location.</li> </ul>

### 1.2. Key service

The service <b>includes</b> :	The service <b>does not include</b> :
<ul style="list-style-type: none"> <li>✓ opening, replacing or repairing the locks of the house front doors in case of:                             <ul style="list-style-type: none"> <li>→ lost keys;</li> <li>→ damage to locking mechanism or keys;</li> <li>→ if entering and exiting a home has become impossible;</li> </ul> </li> <li>✓ opening interior doors at home, if the person trapped inside is unable to open the doors through its own efforts.</li> </ul>	<ul style="list-style-type: none"> <li>✗ opening, replacing or repairing the locks, if the service provider cannot verify the service receiver's identity and the rights to receive the service;</li> <li>✗ replacement of damaged front door lock, if these are not the only locks of the Home.</li> </ul>

### 1.3. Plumbing services

The service <b>includes</b> :	The service <b>does not include</b> :
<ul style="list-style-type: none"> <li>✓ aversion of leakage of liquids or steam occurred resulting from disruption, rupture or obstruction of utilities;</li> <li>✓ installation of a temporary solution to ensure functioning of the damaged utilities.</li> </ul>	<ul style="list-style-type: none"> <li>✗ utility upkeep, maintenance, foreseeable repair;</li> <li>✗ replacement, connection or disconnection of equipment (for instance, water heater, plumbing equipment) to and from utilities.</li> </ul>

### 1.4. Liquid collection services

The service <b>includes</b> :	The service <b>does not include</b> :
<ul style="list-style-type: none"> <li>✓ collection of leaked liquid resulting from tear, rupture or obstruction of utilities.</li> </ul>	<ul style="list-style-type: none"> <li>✗ collection of liquids if the leakage is unrelated to tear, rupture or obstruction of utilities.</li> </ul>

### 1.5. Electrician's services

The service <b>includes</b> :	The service <b>does not include</b> :
<ul style="list-style-type: none"> <li>✓ electrician's labour and materials to avert damage to electrical installations or to install a temporary solution to avert the damage.</li> </ul>	<ul style="list-style-type: none"> <li>✗ inspection, maintenance and regular repair of electrical installations;</li> <li>✗ repair, replacement, connection or disconnection of electrical devices.</li> </ul>

## 1.6. Arborist`s services

The service <b>includes</b> :	The service <b>does not include</b> :
✓ disposal of fallen and dangerous trees after damage caused by wind and snow within the Contract operating territory.	✗ tree care and cutting down branches or trees, if this is not due to wind or snow damage.

## 1.7. Security services

The service <b>includes</b> :	The service <b>does not include</b> :
✓ Home security after unforeseen accident (for example, broken doors), if the Insured cannot ensure that third parties do not enter the Home.	✗ Home security if it is not related to unforeseen accident.

## 1.8. Carpenter`s services

The service <b>includes</b> :	The service <b>does not include</b> :
✓ carpenter`s labour and materials to provide temporary solutions, if resulting from unforeseen accident the Home is damaged (for example, broken glass, roofing damaged by wind).	✗ repairs to fix the damage, regular Home renovations; ✗ provision of temporary solutions, if damage did not occur resulting from unforeseen accident.

## 2. IN WHICH CASES WE WILL NOT PROVIDE THE SERVICE

- 2.1.** BTA does not ensure and does not cover for the services specified in article 1 of the terms and conditions if:
- losses occurred repeatedly after ensuring previous temporary solution and appropriate repair was not performed to avert recurrence of the accident;
  - rendering services is dangerous or endangers human life and health, or third-party property rights might be infringed without consent thereof;
  - services were not provided by BTA or BTA cooperation partner, except if BTA cooperation partner informed that it cannot provide the service;
  - an accident was caused by warfare or an operation tantamount to war (with or without declaration of war);
  - an accident was caused by the Insured or Rightful user with malicious intent or gross negligence;
  - for averting the damage to joint property or third-party property, averting the damage to utilities and electrical installations which are jointly owned or are owned by third parties.
- 2.2.** BTA is not entitled to provide insurance, and BTA is not obliged to pay Insurance Indemnity or provide benefits in accordance with the Insurance Contract, as long as provision of such insurance, Insurance Indemnity disbursement or provision of benefits:
- subject BTA to sanctions, restrictions or limitations, established by the resolutions of the United Nations or trade or economic sanctions, regulatory enactments of the European Union, the Republic of Latvia or the United States of America (upon condition that it does not violate any regulations or regulatory enactments, applicable to BTA);
  - would subject the reinsurance company, whom the insurance contract is submitted to for reinsurance, to sanctions, restrictions or limitations, determined according to regulatory enactments of the state of registration of the reinsurance company.

### 3. WHAT ARE THE OBLIGATIONS OF THE INSURED OR ELIGIBLE USER

- 3.1.** The Insured or the Rightful user must:
- a)** immediately report the accident by calling BTA by phone (+371) 26121212;
  - b)** follow the instructions of the BTA and the BTA cooperation partner;
  - c)** present an identity document, if it is requested by BTA`s cooperation partner;

### 4. HOW WE WILL PROVIDE SERVICES

- 4.1.** Services are provided by BTA's cooperation partner. BTA shall pay a fee for the services directly to BTA cooperation partner.
- 4.2.** BTA shall pay the expenses of the Insured or Rightful User for the services provided by another service provider if:
- a)** BTA's cooperation partner cannot provide the service;
  - b)** The BTA has confirmed receipt of services from another provider before receiving them.
- 4.3.** BTA cooperation partner or another service provider, which provided the service, is responsible for the price of service, quality of service and compliance thereof to the effective regulatory enactments of the Republic of Latvia.

### 5. HOW TO CONCLUDE AN INSURANCE CONTRACT REMOTELY

- 5.1.** Insurance Contract may be concluded by means of remote communication, i.e. by internet, e-mail, telephone or upon the use of information exchange options.
- 5.2.** If the Policyholder is a consumer, the Remote contract regulations shall be applicable to the Insurance Contract, available at BTA website [www.bta.lv](http://www.bta.lv).
- 5.3.** Remote contract regulations include:
- a)** the procedure for exercising the right to withdraw from the concluded contract;
  - b)** an application form that can be used to exercise the right of withdrawal.

### 6. HOW TO TERMINATE AN INSURANCE CONTRACT

- 6.1.** Policyholder has the right to unilaterally terminate the Insurance Contract at any time by submitting an application to BTA 15 days in advance.
- 6.2.** In case of early termination of Insurance Contract BTA:
- a)** shall refund the Policyholder the paid share of Insurance premium ( insurance policy payment) per each remaining day of Insurance Contract term;
  - b)** shall deduct expenses related to conclusion of the Insurance, if the service mentioned in paragraph 1 of the Terms and Conditions is not provided during Insurance Contract term;
  - c)** shall not refund the share of insurance premium, If during Insurance Contract term the service mentioned in paragraph 1 of the Terms and Conditions is provided.
- 6.3.** If a subsequently scheduled part of the Insurance Premium is not paid in full within the time limit specified in the Insurance Contract, BTA shall have the right to terminate the Insurance Contract by giving prior notice.
- 6.4.** Both Policyholder and BTA shall have the right to terminate the Insurance Contract after payment of the Insurance Indemnity.
- 6.5.** The Insurance Contract can be terminated prematurely in other cases provided for by the Insurance Contract Law ([Insurance Contract Law](#)).

## 7. HOW WE WILL PROCESS PERSONAL DATA

- 7.1.** BTA as controller of personal data processing shall process personal data of natural persons upon observance of:
- a)** the regulation 2016/679 of 27 April 2016 by the European Parliament and the Council on protection of natural persons in regard to processing personal data and free movement of such data, thus invalidating directive 95/46/EK ([General Data Protection Regulation](#));
  - b)** requirements to personal data processing provided for in other regulatory enactments.
- 7.2.** Principles of personal data processing performed by BTA are published on [www.bta.lv](http://www.bta.lv).

## 8. WHAT ELSE IS IMPORTANT TO KNOW

- 8.1.** Information on complaints handling procedures is published and available on [www.bta.lv](http://www.bta.lv).
- 8.2.** All disputes arising between the participants of the Insurance Contract shall be settled by means of negotiations. In case no mutual agreement is reached, the dispute shall be finally resolved by the court of the Republic of Latvia upon application of the regulatory enactments effective in the Republic of Latvia.
- 8.3.** Notifications, requests and information related to Insurance Contract BTA, as well as the Policyholder and the Insured shall provide in writing or upon the use of durable medium or means of remote communication, upon the use of which the parties have agreed in the Insurance Contract.
- 8.4.** Upon request by the Policyholder, the Insured or another person, entitled to claim the Insurance Indemnity, BTA shall provide the claimant with its notifications, requests and the information, provided upon the use of website, durable medium or any other means of remote communication, in writing and free of charge.
- 8.5.** These terms and conditions are published and available on [www.bta.lv](http://www.bta.lv).