

"MTPL INDEMNITY FROM YOUR INSURER"

Insurance Terms and Conditions No 19TZR.01

Effective as of 01.09.2023.

In accordance with these Terms and Conditions, BTA Baltic Insurance Company AAS (hereinafter – BTA) shall conclude Compulsory Civil Liability Insurance of Owners of Motor Vehicles insurance contracts (hereinafter - MTPL Contracts) with its Customers that include additional insurance cover "MTPL indemnity from your insurer".

"MTPL indemnity from your insurer" is offered only together with BTA MTPL contract.

Insurance protection "MTPL indemnity from your insurer" shall be effective for the time period when the MTPL contract is effective, i.e., insurance protection shall expire automatically if the MTPL contract is terminated or becomes invalid in accordance with the procedure defined in the Compulsory Civil Liability Insurance of Owners of Motor Vehicles Law (hereinafter – MTPL law).

1. INSURANCE PROTECTION "MTPL INDEMNITY FROM YOUR INSURER"

1.1. In accordance with these Terms and Conditions, BTA, under the procedure specified in the MTPL law, shall indemnify the owner, holder, authorized user or passenger (hereinafter - Insured) of the land motor vehicle specified in the MTPL contract for losses specified in the MTPL law that are related to damage to the land motor vehicle specified in the MTPL contract or damage to property located therein, owned by the Insured, as a result of a traffic accident (hereinafter - TA) upon condition that:

1.1.1. TA occurred in Latvia;

1.1.2. the third-party liability of the vehicle owner who caused the losses is insured at the moment of TA, i.e., there is an effective compulsory motor vehicle owners' third-party liability insurance contract;

1.1.3. none of the exceptional cases mentioned in Article 3.1 or 3.2 occurred.

2. INSURANCE INDEMNITY UNDER "MTPL INDEMNITY FROM YOUR INSURER" AND DISBURSEMENT PROCEDURE THEREOF

2.1. BTA shall disburse the insurance indemnity and indemnify for losses that are subject to indemnification under MTPL law and the amount of which is calculated following MTPL law, i.e., taking into account the degree of responsibility of persons involved in TA:

2.1.1. occurred in regard to damage to the land motor vehicle specified in the MTPL contract;

2.1.2. occurred in regard to destruction of the land motor vehicle specified in the MTPL contract;

2.1.3. occurred in regard to evacuation of the land motor vehicle specified in the MTPL contract or its remains from the TA site, except for occasions, when a land motor vehicle is evacuated following any other effective land motor vehicle insurance contract with BTA;

2.1.4. occurred in regard to damage to or destruction of property owned by the Insured and located in the land motor vehicle specified in MTPL contract at the moment of TA.

2.2. Obligations of the Insured upon occurrence of TA:

2.2.1. immediately as soon as possible to report the TA to BTA by calling BTA Customer Support Service 24/7 telephone (+371) 26121212;

2.2.2. to ensure that all possible measures are taken so that the records on the circumstances of a TA are kept in accordance with the effective regulatory enactments, as well as to avert or to reduce any further losses.

2.2.3. to ensure preservation of the land motor vehicle specified in the MTPL contract and presenting it to BTA in such a condition as it was after the TA until BTA will have recorded the damages caused to the vehicle pursuant to the procedure envisaged by the MTPL law or refused to perform inspection of the vehicle;

2.2.4. to inform BTA about other concluded insurance contracts in regard to the land motor vehicle specified in the MTPL contract;

2.2.5. to defend the rights of BTA, incl. by helping to establish the names, addresses of possible liable parties (responsible for causing a TA) and other information about these persons.

2.3. Documents that are required for decision-making in insurance indemnity disbursement:

2.3.1. insurance claim application and explanatory note by the Insured about the actual circumstances of the TA and the consequences caused thereby;

2.3.2. statement and reports by competent authorities that provide records on the circumstances of a TA or an agreed accident statement, if such a statement was completed;

2.3.3. other documents requested by BTA, which are related to the rights of the Insured to receive the insurance indemnity or to clarify the circumstances of a TA.

- 2.4.** BTA shall make a decision on insurance indemnity disbursement or rejection to disburse the indemnity in the course of 5 business days after having received all the required documents on a possible insured event.

3. EXCEPTIONS

- 3.1.** Insurance protection "MTPL indemnity from your insurer" shall not apply to:
- 3.1.1.** losses in regard to damage to a vehicle or a trailer coupled to or otherwise attached to the land motor vehicle specified in the MTPL contract;
 - 3.1.2.** losses in regard to damage to third party property damage, which is carried as commercial carriage of goods by means of the land motor vehicle specified in the MTPL contract;
 - 3.1.3.** Losses, which occurred resulting from a TA, wherein vehicles unregistered in a country of the European Economic Area are involved.
- 3.2.** BTA shall not indemnify for losses, if indemnification for such kind of losses is not envisaged by the MTPL law.

4. PERSONAL DATA PROCESSING

- 4.1.** BTA as controller of personal data processing shall process personal data of natural persons upon observance of 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) and requirements to personal data processing provided for in other regulatory enactments.
- 4.2.** Principles of personal data processing performed by BTA are published on BTA website www.bta.lv.

5. OTHER PROVISIONS

- 5.1.** Procedure, according to which BTA shall settle complaints on dissatisfaction with the insurance contract or insurance service, submitted by the insurance application author, person that concluded the insurance contract (hereinafter - Policyholder), person that receives the insurance indemnity and other person that is entitled to insurance indemnity, are published and available on BTA website www.bta.lv.
- 5.2.** 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.
- 5.3.** 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, for instance, e-mail submitted by the Policyholder or the Insured.
- 5.4.** 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.
- 5.5.** BTA is not entitled to provide insurance and BTA is not obliged to pay the 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:
- 5.5.1.** subjects 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 United Kingdom, 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);
 - 5.5.2.** subjects a reinsurance company, the whom the insurance contract is submitted for reinsurance, to sanctions, restrictions or limitations, established in accordance with the regulatory enactments of the reinsurance company's state of registration.