REGULATIONS FOR REGULAR PAYMENTS



Effective as of 25th July 2022

1. TERMS AND ABBREVIATIONS USED IN THE REGULATIONS

BTA – BTA Baltic Insurance Company AAS.

Bank – a credit institution, which ensures the Service rendering.

Payment card – a credit card or a debit card.

Portal – BTA website on the internet <u>www.bta.lv</u>, where it is possible to receive Services and use other opportunities offered by the Portal.

Regulations – Regulations for regular payments.

Services – regular payment service, which includes the preparation of a corresponding request for payment and withholding the payment from the Payment card specified by the Service user or upon the use of another procedure for settlement of accounts that was agreed beforehand.

Service user – any natural person or legal entity that uses the Services following the Regulations.

2. GENERAL PROVISIONS

- **2.1.** Regulations are mandatory to all Service users.
- **2.2.** BTA is entitled to unilaterally amend the Regulations at any time and the amendments shall come to effect as of the moment, when the amendments are published in the Portal or BTA website.
- **2.3.** Use of Services shall be regarded as each Service User's consent to the Regulations, incl. updates or amendments thereto. Service User undertakes to familiarize him/herself regularly with the Regulations and updates or amendments thereto, in order to obtain the information on amendments thereto timely. In case Service User does not agree to the Regulations, or to any particular article of the Regulations, then Service User shall immediately stop the use of Services.
- **2.4.** BTA may terminate the Service at any time without the User's consent.
- **2.5.** Services shall be ensured in accordance with the payment schedule specified in the insurance contract, regulations of the Bank and the instructions provided by the Service User to the Bank.
- **2.6.** BTA has no rights to render Services, incl. 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:
 - **2.6.1.** 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 Republic of Latvia, the United Kingdom or the United States of America (upon condition that it does not violate any regulations or regulatory enactments, applicable to BTA);
 - **2.6.2.** subject the reinsurance company, to whom the insurance contract is submitted for reinsurance, to sanctions, prohibitions or restrictions, which are established in accordance with the regulatory enactments of the state of registration of the reinsurance company.

3. PROCEDURE FOR THE USE OF SERVICES

- **3.1.** The Service shall be rendered in accordance with the payment schedule specified in the insurance contract. On the day of an outstanding payment, an attempt to cover the outstanding payment sum will be performed from the Service User's Payment Card. In case of successful payment, Service User will be informed (e-mail or SMS) on the successful payment.
- **3.2.** If the payment does not occur (in case of Unsuccessful payment), a notification will be sent to the Service User (e-mail or SMS) on the reasons of the unsuccessful payment and the required course of action to be performed by the Service User. Payment attempts shall be performed repeatedly, however, no more frequently than twice a day, within the time-frame specified in the notification.
- **3.3.** If according to the deadline, specified in the notification, payment performance failure from the Payment Card according to the insurance contract occurs and Service User did not pay upon the use of another means of payment, BTA is entitled to termination of the insurance contract in accordance with the regulatory enactments.
- **3.4.** If Service User's Payment Card validity period is over Payment Card shall not be used anymore. As soon as Service User will change the payment card (see Paragraph 4), in case of late payment, payment shall be performed along with Payment Card connection.
- **3.5.** One month prior to Payment Card expiry, Service User will receive the information with a request to connect a new payment card.

4. CONNECTION OF A NEW PAYMENT CARD

- **4.1.** At any time, Service User is able to connect a new payment card intended for payment of a particular policy. If payment card has already been connected, connection of a new payment card envisages termination of the connection of the current payment card.
- **4.2.** A new payment card may be connected via customers' Portal (<u>www.bta.lv</u>) in section "My BTA", within a particular policy or requesting a particular link from BTA salesperson intended for adding a new payment card.

5. TERMINATION OF REGULAR PAYMENTS

5.1. Regular payments can be terminated at any time, via customers' Portal (www.bta.lv) in section "My BTA", by calling or writing to BTA Customer Support Service - 26 12 12 12, bta@bta.lv or by contacting your policy salesperson.

6. RIGHTS AND LIABILITIES OF THE PARTIES

- **6.1.** BTA has the rights without warning the Service User thereupon in advance, at any time to terminate Service rendering to Service User completely or partially.
- **6.2.** BTA shall not be liable for the losses, which have been incurred by the Service User, if a third party used the Services upon the use of personal authentication means at the Service User's disposal.
- **6.3.** BTA shall ensure information confidentiality about the Service User in regard to data submitted to BTA. Confidential information may be disclosed to third parties only upon occasions envisaged by the effective regulatory enactments of the Republic of Latvia or with the consent from the User. BTA shall not store complete Payment Card data of the Service User.
- **6.4.** Upon initiation of Service use, Service User shall undergo the authentication process in accordance with the requirements by the Bank.
- **6.5.** Upon the use of Services, Service User shall be liable for the safety of its devices and secure connection (including, upon the use of WIFI network or the use of computer or mobile device manufacturer's supported application or software).
- **6.6.** User shall ensure that a device owned or legally used by User is used only by the User and that the device is managed in a manner so that it remains unavailable to other persons.
- **6.7.** BTA has the rights to trust that the Service User is the only user that has the rights to access its Bank's services.
- **6.8.** All disagreements in regard to the Regulations, which arise between BTA and Service User, shall be resolved by means of negotiations. If the disagreement is not resolved by means of negotiation, it shall be resolved in accordance with the regulatory enactments of the Republic of Latvia.

7. USE OF DATA

7.1. Personal data controller: BTA (BTA Baltic Insurance Company AAS, registration number 40103840140, legal address: Sporta iela 11, Rīga, LV-1013, Latvia, e-mail: bta@bta.lv. Telephone: 26121212). Data processing shall be subjected to BTA Privacy Policy, available at BTA website – www.bta.lv.