



# UNMANNED AIRCRAFT OWNERS' THIRD-PARTY LIABILITY INSURANCE

Terms and Conditions No. 11.BGK.1

Effective as of 17.06.2024.

AAS "BTA Baltic Insurance Company", Sporta iela 11, Rīga, LV-1013, Latvija.  
Telephone +371 26 12 12 12, website [bta.lv](http://bta.lv), e-mail [bta@bta.lv](mailto:bta@bta.lv)

**bta**

VIENNA INSURANCE GROUP

Pursuant to the Terms and Conditions BTA Baltic Insurance Company AAS, hereinafter - BTA, shall conclude unmanned aircraft owners' third-party liability insurance contracts with policyholders.

## TABLE OF CONTENTS

<b>TERMS USED</b> .....	<b>1</b>
<b>1. INSURANCE OBJECT AND INDEMNIFIABLE LOSSES</b> .....	<b>2</b>
<b>2. LIABILITY LIMIT AND DEDUCTIBLE</b> .....	<b>4</b>
<b>3. PRINCIPLE OF INDENNIFICATION FOR LOSS</b> .....	<b>5</b>
<b>4. EXCEPTIONS</b> .....	<b>5</b>
<b>5. ACTIONS, RIGHTS AND OBLIGATIONS OF POLICYHOLDER, INSURED AND BTA IF A POSSIBLE INSURED EVENT OCCURS</b> .....	<b>7</b>
<b>6. INSURANCE INDEMNITY DISBURSEMENT PROCEDURE</b> .....	<b>8</b>
<b>7. INSURANCE CONTRACT VALIDITY AND COMING TO EFFECT THEREOF</b> .....	<b>9</b>
<b>8. INSURANCE PREMIUM PAYMENT PROCEDURE</b> .....	<b>10</b>
<b>9. OBLIGATION TO PROVIDE INFORMATION</b> .....	<b>10</b>
<b>10. INSURANCE CONTRACT CONCLUSION BY MEANS OF REMOTE COMMUNICATION</b> .....	<b>11</b>
<b>11. TERMINATION OF INSURANCE CONTRACT</b> .....	<b>11</b>
<b>12. DISPUTE AND COMPLAINT SETTLEMENT PROCEDURE</b> .....	<b>12</b>
<b>13. PERSONAL DATA PROCESSING</b> .....	<b>12</b>
<b>14. SUBROGATION RIGHTS</b> .....	<b>12</b>
<b>15. CONFIDENTIALITY OF INFORMATION</b> .....	<b>13</b>
<b>16. OTHER PROVISIONS</b> .....	<b>13</b>

## TERMS USED

**Policyholder** – person concluding an Insurance Contract for the benefit of oneself or another person.

**Insurance Indemnity** – the amount payable for the Insured Event in accordance with the concluded Insurance Contract.

**Insured Event** – an event related to the insured risk through cause-and-effect relationship, upon occurrence of which Insurance Indemnity disbursement is envisaged in accordance with the Insurance Contract.

**Insurance Contract** – an agreement between BTA and Policyholder, according to which both parties undertake the following responsibilities:

- Policyholder - to pay the Insurance Premium according to the manner, deadline and to the amount specified in the Insurance Contract as well as to fulfil all other obligations under the Insurance Contract;
- BTA - to disburse the Insurance Indemnity in accordance with the Terms and Conditions of the Insurance Contract.

Insurance Contract shall include the following documents:

- the Terms and Conditions;
- insurance policy and annexes thereto;
- other agreements to Insurance Policy, concluded between Policyholder and BTA.

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

**Insurance Application** – a document or any other information, submitted by the Policyholder to BTA in order to inform about the Insurance object, facts and circumstances required by insured risk assessment. If Insurance Application according to the form determined by BTA was not submitted, the information specified in the Insurance Contract about the Insurance Object, the Policyholder and the Insured shall be considered provided by the Policyholder. Acceptance of the insurance application shall not impose any obligation on BTA to conclude an Insurance Contract.

**Insurance Policy** – a document, which shall acknowledge Insurance Contract conclusion and encompass the Terms and Conditions of the Insurance Contract, whereupon the Policyholder and the Insured have agreed.

**Insurance Premium** – the payment for the insurance specified in the Insurance Contract.

**Insurance territory** – territory specified in the Insurance Contract, wherein the losses occurred.

**Insured** – owner or a rightful user of an Unmanned aircraft indicated in the Insurance Contract, whose third-party liability is insured in accordance with the Insurance Contract.

**BTA** – BTA Baltic Insurance Company AAS, i.e. the insurer within the meaning of the Insurance Contract Law.

**Unmanned Aircraft** – any aircraft, exploited or which is constructed intended for autonomous exploitation or remote piloting without a pilot in the aircraft, including auxiliary equipment intended by the manufacturer (equipment, systems, and accessories).

**Air traffic accident** – an event related to the use of an Unmanned aircraft, occurred as of the moment, when an aircraft is ready to initiate movement intended to fly, when it stops after the flight and when the primary engine system is switched off, and resulting in damage to health, life or property of a Third Party, as well to the environment.

**Notification on losses** – notification by the Policyholder or the Insured to BTA in regard with a Claim lodged by a Third Party, or a legal claim filed to court, on a prospective Insured Event or Unlawful Activity, which might cause Claim lodging against the Insured.

**Claim** – an application by Third Party to the Insured in writing in regard with indemnification for loss.

**Unlawful activities** - action or omission by the Insured, which caused losses to Third Parties.

**High risk flight of an Unmanned Aircraft** - flight of unmanned aircraft, intended to be performed by way of derogation from basic requirements defined in regulatory enactments (for instance, flight of an Unmanned Aircraft exceeds minimum flight altitudes, speed, as well as autonomous Unmanned aircraft flights, passenger operations, cargo-carrying operations (incl. spraying, non-guided cargo towing, cargo drop), simultaneous operating of several Unmanned aircrafts, participation in championships, training flights, commercial operations).

**Remote (Unmanned aircraft) pilot** – a natural person, who reached the age of 18 years and who is responsible for safe operation of the flight of an Unmanned aircraft. Pilot is manually operating the flight's control units and, if an Unmanned aircraft flies autonomously, the person supervises the flight course thereof and reserves the ability to intervene at any time and to change the course.

**Third Party** - person that suffered losses and is entitled to Insurance Indemnity according to the Insurance Contract.

## 1. INSURANCE OBJECT AND INDEMNIFIABLE LOSSES

**1.1. Insurance object** – Third party liability is hereby insured against damage to Third Parties in the result of an Air traffic accident.

**1.2.** Insured basic risks:

**1.2.1. Damage to life or health of third parties** - Third Party's death, loss of labour capacity, temporary loss of labour capacity, physical damage, or illness, caused to or suffered by a Third Party.

**1.2.2. Damage or harm to Third Party owned property** - decrease of Third Party owned property (expenses) that is not related to renovation of the damaged property or aversion of the damage caused to health or physical condition;

**1.2.3. Environmental damage** – measurable adverse changes of natural resources based on documentary evidence or measurable deterioration of functions related to natural resources, which is directly related to an Air traffic accident.

**1.3.** Insured additional risks:

**a)** Rescue expenses;

**b)** Expertise expenses;

**c)** Litigation expenses;

**d)** Expenses related to environmental pollution.

**1.4. Indemnifiable losses** – in accordance with the concluded Insurance Contract the following losses shall be indemnified:

**1.4.1.** Losses on damage to Third Party's personal health:

**1.4.1.1. Medical treatment of Third Parties** - losses in regard to medical treatment of Third Parties (delivering, placement and staying in a medical institution, for diagnostics, medical treatment and rehabilitation, personal care, purchase of medical products and medical nutrition, home medical treatment, including transport fees, occurred upon visiting medical institutions), as well as prosthetics, endoprosthesis and purchase or lease of technical auxiliary means;

**1.4.1.2. Temporary loss of labour capacity** - losses in regard to Third Party's temporary loss of labour capacity:

**a)** Third party's lost income for the period of lost labour capacity, which is acknowledged by a medical professional. It shall read as a sum that encompasses the Third party's average earnings for the period of lost labour capacity calculated pursuant to regulatory enactments, and from which the allowances and compensations that have already been granted to the Third party after damage caused to health are deducted;

**b)** Losses incurred by employer of a Third party:

– disbursed sickness benefits for temporary loss of labour capacity, which is acknowledged by a sick leave certificate;

- personal income tax and compulsory social security contributions paid during temporary loss of labour capacity.
- 1.4.1.3. Loss of labour capacity** - losses in regard to Third Party's loss of labour capacity:
  - a)** Difference between Third party's income that is determined by deducting from the lost income that is calculated pursuant to article "Temporary loss of labour capacity":
    - received labour remuneration (if any);
    - pensions granted by state social security budget and allowances received from state and municipal budget;
  - b)** Third party that is a full-time student in a higher education institution and due to loss of labour capacity is unable to continue the full-time studies. These losses shall be calculated as a difference between the fee on part-time studies in an accredited higher education institution and fee payable for the full-time studies in the respective education institution, if part-time study fee is higher than full-time study fee;
  - c)** Third Party's, who has an opportunity to acquire a profession in order to gain income from the work, which is compatible with the current medical condition thereof, losses - study fee and other reasonable expense related to obtaining professional education in the country of Third Party's residence.
- 1.4.2. Losses in regard to death of a person:**
  - 1.4.2.1. Burial** - reasonable burial expenses that were actually spent, and documentary evidence is available thereupon. A person, having undertaken the burial and presented the death certificate, as well as submitted the documents evidencing the fact of burial, is eligible to indemnification for loss on Third Party's burial;
  - 1.4.2.2. Losses deriving from death of a Third party** - Losses suffered by Third Party's dependants on lost part of income, to which each dependant is eligible while Third Party is alive and from which the granted survivor's pension is subtracted. Dependants shall read as follows:
    - a)** children of a Third Party (including adopted) until they reach adult age or until they study in a secondary educational establishment or until they remain full time students of a higher educational establishment, however, without exceeding 24 years of age, as well as irrespective of age if they suffered disability prior to reaching adult age;
    - b)** brothers, sisters and grandchildren of a Third Party (adopted as well) until they reach 18 years of age and they do not have any other supporter displaying labour capacity or until they study in a secondary educational establishment or until they remain full time students of a higher educational establishment, however, without exceeding 24 years of age, as well as irrespective of age if they suffered disability prior to reaching adult age;
    - c)** other family members that were supported by the Third party and that are considered dependants pursuant to the law "State Pension Law" of the Republic of Latvia.
- 1.4.3. Losses in regard to property damage** - expenses in regard to renovation of the property to the condition of the property immediately before the Insured Event.
- 1.4.4. Losses in regard to total loss of property**, if the property cannot be renovated or its renovation expenses are larger than 70% of the actual property value immediately before the Insured Event. These are the losses amounting to the actual property value that the property had immediately before the Insured Event:
  - 1.4.4.1.** if property leftovers are not submitted to BTA, then the losses shall be calculated amounting to the difference between the actual property value immediately before and after the Insured Event;
  - 1.4.4.2.** if property leftovers are submitted to BTA, then the losses shall be calculated according to the actual property value immediately before the Insured Event.
- 1.4.5. Losses deriving from property damage** - losses, which occurred resulting from property damage, due to impossibility of use thereof. All economically justified and provable losses shall be indemnified, the reason of which is damage to property, up to the moment, when damage to property is averted or, if it is more economically justified, expenses will be compensated to ensure such kind of circumstances that would contribute to avoiding any additional losses deriving from damage to property.
- 1.4.6. Expenses for sudden and unforeseen environmental pollution** - direct losses, which occurred



due to unintentional, identifiable (time and location of leakage, emission, dispersion and spreading of polluting agents is identifiable), leakage, emission, dispersion and spreading of polluting agents occurred unintentionally, the time and location of outbreak of which can be established, if the Insured submitted a Notification on losses not later than within 7 days' time as of the event.

Polluting agents shall read as hard, liquid, gas or thermal irritants or contaminant, for instance, smoke, steam, soot, foam, acid, alkali, chemical agents, as well as materials, which should be disposed of, or which should be recycled to be reused or rebuilt.

Losses shall be indemnified for the required activities to manage the situation, as well as to delimit and contain the agents that were released into the environment, and to reduce or prevent upcoming environmental damage (which derives from the environmental damage incident already occurred) and the adverse effect on human health or deterioration of functions related to natural resources.

- 1.4.7. Rescue expenses** - reasonable minimum expenses in regard with emergency measures to avert or reduce losses, even if the measures appeared unsuccessful.
- 1.4.8. Expertise expenses** - expenses on performance of expertise, prior coordinated by BTA, required to clarify the circumstances of the Insured Event or to determine the amount of losses.
- 1.4.9. Legal expenses** - expenses on legal services, prior coordinated by BTA, upon settlement of a dispute on Air traffic accident between the Insured and a Third Party following an extrajudicial procedure or in court.
- 1.4.10. Litigation and legal case handling expenses:**
  - 1.4.10.1. Litigation expenses** - state and registry charges ordered by the court, as well as the expenses related to consideration of the case, including expenses on processing of litigation documents and upholding of a claim, as well as sums payable to witnesses and experts;
  - 1.4.10.2. Lawyer expenses** - expenses on lawyer and legal assistance services ordered by the court, which do not exceed 30% of the sustained share on the claim upon an Insured Event;
  - 1.4.10.3. Other expenses related to legal case handling** - expenses ordered by the court in regard to arrival to the court hearing, as well as attendance of the parties or representatives thereof or in taking evidence, expenses on obtaining written evidence, and interpreter's services.

**1.5.** Insurance cover is effective only in daylight.

**1.6.** If the following countries are specified as the Insurance Contract operating territory in the Insurance Contract:

- 1.6.1.** Latvia, then insurance protection shall be effective only in the territory of Latvia.
- 1.6.2.** The Baltic States, then insurance protection shall be effective in the territory of Latvia, Lithuania, and Estonia.
- 1.6.3.** European Union, then insurance cover is effective in European Union member states.

## 2. LIABILITY LIMIT AND DEDUCTIBLE

**2.1.** Upon conclusion of Insurance Contract, Policyholder and BTA may agree upon increase or decrease of the Liability Limit per a single insured event, aggregate Liability Limit throughout the entire insurance period and the Sublimit.

**2.2.** During Insurance Period, Policyholder and BTA may agree upon increase or decrease of the Liability Limit per a single insured event, aggregate Liability Limit throughout the entire insurance period or the Sublimit.

**2.3. Aggregate liability limit for the entire insurance period** – maximum Insurance Indemnity, which may be disbursed in regard to the Insurance Contract.

Upon disbursement of Insurance Indemnity, aggregate Liability Limit shall be reduced less the amount of Insurance Indemnity disbursed.

Aggregate Liability Limit may be renewed upon conclusion of a respective annex to Insurance Contract. An additional insurance premium may be calculated for renewal of the liability limit to the initial amount.

**2.4. Liability Limit per a single insured event** – maximum Insurance Indemnity to indemnify the losses occurred resulting from a single Insured Event.

Liability Limit per a single insured event may not exceed the aggregate Liability limit, taking into account the decreased liability limit upon disbursement of Insurance Indemnity.

**2.5. Sublimit** - maximum Insurance Indemnity to compensate the set indemnifiable losses.

If there is no Sublimit determined by the Insurance Contract, losses shall be indemnified upon observance of the aggregate Liability Limit throughout the entire insurance period and the Liability Limit per a single insured event.

- 2.6. Deductible** - the share of losses specified in the Insurance Contract, which shall not be indemnified by BTA, if an Insured Event occurs.

Different deductibles can be specified in the Insurance Contract. If an Insured Event occurs, wherein a Third Party incurred losses, for instance, due to harm caused to Third Party's personal health or damage to property, Deductible that is specified in the Insurance Contract shall apply to each type of losses. Deductible on the Insured Event may not exceed the largest Deductible on losses, occurred due to an Insured Event.

### 3. PRINCIPLE OF INDENNIFICATION FOR LOSS

- 3.1.** BTA shall disburse the Insurance Indemnity only when all the below-mentioned requirements are met:

- 3.1.1.** Indemnifiable Losses occurred in the course of the Insurance Period;
- 3.1.2.** Indemnifiable Losses occurred in the Insurance Territory;
- 3.1.3.** Claim is submitted in the course of Insurance Period for the first time;
- 3.1.4.** Notification on losses is submitted in the course of Insurance Period.

- 3.2.** BTA shall disburse the Insurance Indemnity pursuant to the Terms and Conditions of the Insurance Contract, within the Insurance Period of which the Indemnifiable Losses incurred by Third Party occurred, if other requirements of article 3.1 are met.

- 3.3.** BTA shall disburse the Insurance Indemnity according to the compensation principle in the amount, which complies with the minimum expenses required to indemnify for losses, for which the Insurance Indemnity is payable in accordance with the Insurance Contract concluded without exceeding the liability limits and Sublimits provided for in the Insurance Contract and upon withholding of the Deductible provided for in the Insurance Contract.

### 4. EXCEPTIONS

- 4.1.** Insurance exceptions - the following shall not be considered an Insured Event and shall not be indemnified for:

- 4.1.1. Intoxicating substances in the body** – losses, caused by Unlawful Activity of the Insured, while Remote (Unmanned aircraft) pilot was intoxicated with alcohol, narcotic, psychotoxic, psychotropic or other intoxicating substances or, if presence of alcohol, narcotic, psychotoxic, psychotropic or other intoxicating substances was established in the body of the Insured;
- 4.1.2. Recurring losses** – losses recurring due to the same cause, which had already caused losses in the same location that had already been indemnified by BTA;
- 4.1.3. Sources of open flame** - losses, which occurred upon the use of pyrotechnics or other sources of uncontrollably flying open flame;
- 4.1.4. Asbestos** - losses, caused by asbestos;
- 4.1.5. Unauthorized work/actions** - losses, caused by work/actions, if performance thereof requires coordination or other actions in accordance with the regulatory enactments or imposed constraints, however, it was not done, for instance, failure to obtain a construction permit, excavation permit, approval to perform the work in an encumbered territory, cutting permit;
- 4.1.6. Damages** - losses, which occurred to an Unmanned aircraft, its destruction as well as losses, which occurred due to its disappearance;
- 4.1.7. Employees** - losses in regard to harm caused to life or health or damage to property of the Insured's employees, if caused during business hours of the Insured's employees or in the course of performance of one's position duties;
- 4.1.8. Financial losses** – losses unrelated to damage to life or health of a Third Party, renovation of damaged property or replacement of destructed property with other property;
- 4.1.9. Weapons** - losses, which occurred due to storage, carrying, offtake, use or application of weapons, ammunition, its components and impact munition (chemical substances, objects or mechanisms, which are intended for self-defence or to maintain public order, but are not weapons).
- 4.1.10. Impact of long-term circumstances** – losses occurred resulting from a process of long-term, progressing or accumulating nature (for instance, mould, rotting, corrosion, dust, soot, smut, scents, wear or depreciation);
- 4.1.11. Information technology security incident** – caused by an Information technology security incident occurred or impending in Cyberspace.

Cyberspace is an interactive environment that includes users, networks, computing technology, software, processes, information in transit (in storage), applications, services, and systems that can be connected directly or indirectly by means of internet, telecommunications or computer networks. Cyberspace has no physical borders.

Information technologies are technologies, which, for accomplishing their tasks, perform electronic processing of information, incl. its creation, deletion, storage, display or transmission.

Information technologies security incident is a harmful event or offence as a result of which the integrity, accessibility or confidentiality of information technologies is jeopardized.

- 4.1.12. Infection** – losses related to any organism infection by viruses and pathogens;
- 4.1.13. Expenses in regard to business interruption** – Third Party's lost income, lost profit, current (urgent) expenses, labour remuneration, taxes and charges;
- 4.1.14. Property exploitation rights violation** - losses, which derive from unlawful use of any kind of property or information (incl. but not limited to movable or immovable property, applications, intellectual property, patents, copyright, registered trademarks, disclosure of commercial secrets or violation of competition rights);
- 4.1.15. Hazardous substances** – losses, which occurred resulting from explosive substances or mixtures, flammable gases, fluids or solids, noxious substances, mutagenic substances, carcinogenic or persistent organic pollutants;
- 4.1.16. War** – losses, occurrence of which is related to any kind of manifestation of violence, including but not limited to war, invasion, occupation, annexation, a hostile act by a foreign country (with or without evidence to the involvement of the foreign country in such act), military operations or operations considered as such (with or without declaring war); civil war, rioting, a strike, a revolt, disturbances, a revolution, riots by military or usurped authorities, a state of war or depredations or looting related thereto, violence, vandalism, sabotage; a strike, lockout, public order disturbance to the extent considered as a revolt or riot; property confiscation, nationalisation, dispossession, requisition, destruction or disposal, if it is caused or sanctioned legally or actually authorised by a legally or actually recognized state, or an internationally not recognized foreign force, irrespective of whether it is legal or not; other political risks, as well as all other losses or expenses incurred directly or indirectly due to measures of prevention of the above-mentioned events are not compensated;
- 4.1.17. Contractual liability** - losses that the Insured has undertaken to indemnify for pursuant to a contract or another agreement if the obligation to indemnify for the said losses did not apply to the Insured even in the absence of the said contract or agreement. Moreover, penalty fees on contract or agreement performance failure or incomplete performance thereof (contractual penalties, delayed interest or other similar sanctions);
- 4.1.18. Malicious intent** – losses caused by malicious intent, which is a wilful action intended to cause damage, or the degree of culpability of a Third Party, Policyholder, the Insured or service providers hired thereby, which in terms of consequences of indemnification for loss and other third-party liability issues is tantamount to malicious intent;
- 4.1.19. Non-material damage** – losses, which occurred upon such undermining of non-material rights or non-material benefits of Third Parties, which did not occur due to pain and mental distress about the injured person's injury, mutilation, disability or death;
- 4.1.20. Pandemic** - losses shall not be indemnified, which directly or indirectly occurred due to the following:
  - 4.1.20.1.** announced emergency situation or exceptional circumstances, including any losses or expenses shall not be indemnified, which occurred directly or indirectly due to measures intended for aversion of the emergency situation or exceptional circumstances;
  - 4.1.20.2.** epidemics or pandemics.
- 4.1.21. Pollution** - losses in regard to ecological damage, damage to biological diversity or environmental pollution, which is not sudden and unforeseen (it is impossible to establish the time or location of leakage, emission, dispersion and spreading of polluting agents);
- 4.1.22. Cracks** - losses in regard to cracks in a structure or its individual structural elements;
- 4.1.23. Related persons** - losses that occurred to:
  - 4.1.23.1.** Policyholder, Insured, Co-insured;
  - 4.1.23.2.** relatives up to third degree, spouses, affinity relatives up to second degree of the persons mentioned in article 4.1.22.1;

- 4.1.23.3.** persons, with whom persons mentioned in articles 4.1.22.1 and 4.1.22.2, share a common household;
- 4.1.23.4.** persons, mentioned in article 4.1.22.1 (or relatives thereof up to third degree, or spouse, or affinity relatives up to second degree) directly or through an intermediary own more than 50% of a commercial company's fixed capital or a share of its value or of a cooperative society shares' value or they have a decisive influence in a commercial company or a cooperative society pursuant to a contract or otherwise.
- 4.1.24. Mutual liability** - losses, caused by the Insured to a Co-insured or vice versa;
- 4.1.25. Penalty fees** – penalty fees, disciplining or repressive sanctions and other similar payments, set forth by the regulatory enactments;
- 4.1.26. Terrorism** – losses, occurrence of which is related to any kind of manifestation of terrorism, including but not limited to an act of terror (an act, manifesting as application of power and violence, or threats to use it by any person or group of persons, acting on their own or in relation to any organisation or government, or on its behalf, which is being done on the basis of political, religious, ideological or ethnic reasons and includes the intent to influence the government or keep the public or a part of it in danger), neither are compensated any losses incurred due to the preventive measures against acts of terror;
- 4.1.27. Technical condition** - losses, which occurred in regard to condition of an Unmanned aircraft, if an Unmanned aircraft does not meet the requirements to its maintenance and exploitation stipulated by the regulatory enactments, and permits of the respective authority was not issued, if such a permit is required;
- 4.1.28. Entrusted property** – losses, occurred in regard to damage to property submitted for usage, holding, possession, caring for, supervision or storage.
- 4.1.29. Economic activity or professional services** - losses, which occurred due to a product manufactured or sold by the Insured, services or consultations provided thereby with or without remuneration.

## **5. ACTIONS, RIGHTS AND OBLIGATIONS OF POLICYHOLDER, INSURED AND BTA IF A POSSIBLE INSURED EVENT OCCURS**

- 5.1.** The following shall be deemed as obligation of the Policyholder and the Insured upon commitment of Unlawful Activity or occurrence of a prospective Insured Event:
  - 5.1.1.** immediately, as soon as possible, to submit a Notification on losses to BTA;
  - 5.1.2.** having prior coordinated it with BTA, to undertake all possible and reasonable measures to avert or to reduce the losses, which occurred or might occur and might provide the grounds for Claims by Third Parties. If due to reasons beyond the Policyholder's or the Insured's control it is impossible to notify BTA of the necessity to make immediate payments, which might avert or reduce the losses incurred or contingent, the Policyholder or the Insured undertakes emergency measures to avert or to reduce the losses incurred or contingent without coordination with BTA;
  - 5.1.3.** submit to BTA immediately upon receipt:
    - all the documents that are related to a claim on indemnification for losses and that are received from Third Parties, for instance, claims, summons and subpoenas to arrive to court or to participate in legal proceedings;
    - all the requested documentation that provides for evaluation of the cause, type and amounts of the incurred losses;
  - 5.1.4.** to the extent possible, to provide BTA participation in determination of the reasons and amounts of losses;
  - 5.1.5.** upon request, to grant BTA with rights to obtain the documents or copies thereof required by BTA and rights to represent the Policyholder of the Insured in court or other authorities;
  - 5.1.6.** to participate in the procedural investigative measures and the court proceedings related to a claim by a Third Party against the Insured for the losses incurred resulting from unlawful activity by the Insured. If malicious intent or gross negligence of the Insured is a reason not to participate in the preliminary investigation proceedings or in the legal proceedings, the Insured shall indemnify to BTA the losses caused due to the action or omission mentioned;
- 5.2.** BTA may reject disbursement of Insurance Indemnity and terminate the Insurance Contract unilaterally without refunding the Insurance Premium, if the Insured due to malicious intent or gross negligence failed to preform any of the actions, mentioned in article 5.1. The consequences of the failure to comply with requirements mentioned in article 5.1.6 shall occur if due to actions of the Insured complete verification of the



circumstances of the accident is impossible, which claim of Third Party was based upon, or to undertake the necessary procedural steps to obtain justified rejection of Third Party claim.

- 5.3.** Policyholder and the Insured are obliged to provide the information in writing upon request by BTA in hard copy signed personally or as an electronic document, signed with a secure electronic signature.
- 5.4.** BTA is entitled but is not obliged to do the following:
- to take over and to consider and to settle on behalf of the Insured a Claim, or to reach an amicable settlement at any stage or institution of consideration thereof;
  - to file a claim and to represent interests of the Insured in court. BTA enjoys operational autonomy upon selection of the way and the strategy to handle the claim, while the Policyholder and the Insured is obliged to provide BTA with all the information required or help in regard with handling these processes.
- 5.5.** BTA is entitled at any stage of consideration of a Complaint by Third Party to advise the Insured or the person authorized thereby to settle a certain Complaint at a fixed sum of money. Upon occasion if the Insured, contrary to a suggestion made by BTA, refused to settle a Third Party's claim for the sum suggested by BTA, BTA is entitled to disburse the insurance Indemnity only in the amount of the sum, for which BTA suggested to settle the claim.

## **6. INSURANCE INDEMNITY DISBURSEMENT PROCEDURE**

- 6.1.** To provide BTA with the opportunity to consider a possible Insured Event and to disburse the Insurance Indemnity, Insured is obliged to submit the following documents to BTA:
- 6.1.1.** Notification on losses completed by the Insured;
  - 6.1.2.** Complaint by a Third Party;
  - 6.1.3.** All the documents received from a Third Party in regard with the possible Insured Event;
  - 6.1.4.** other documents that:
    - 6.1.4.1.** substantiate the liability of the Insured or to exculpate the Insured;
    - 6.1.4.2.** explain the cause of losses (explanatory note by the Insured, acknowledgement by independent experts, references from competent authorities, etc.);
    - 6.1.4.3.** substantiate the Unlawful Activity by the Insured;
    - 6.1.4.4.** which evidence the fact of losses (photos, accident location inspection certificates, expert's statements, etc.);
    - 6.1.4.5.** substantiate the amounts of losses and reduction thereof or aversion expenses (estimates, invoices, receipts or other documents that substantiate the amounts of losses or the costs of services).
- 6.2.** Policyholder or the Insured shall provide all the information and documents requested by BTA, including the documents, containing commercial secret or personal data of special category, should the latter be at the Policyholder's or the Insured's disposal, so that BTA is able to determine the cause of the possible Insured Event and the amount of losses incurred.
- 6.3.** Upon calculation of insurance indemnity, BTA has the right to reduce it by the unpaid share of Insurance Premium, if Insurance Policy provides for Insurance Premium payment in instalments.
- 6.4.** If losses were caused to several Third Parties and amounts thereof exceed the Liability Limit per a single insured event or the Sublimit, if any, BTA shall disburse the Insurance Indemnity in line with the sequence, following the submission of claims and documents substantiating the claims up to the moment when the sum of disbursed Insurance Indemnities reaches the Liability Limit per a single insured event or the Sublimit, if any.
- 6.5.** All the Insurance Indemnities pertaining to Insurance Contract shall be considered by BTA according to the sequence of submission thereof up to the moment when the sum of disbursed Insurance Indemnities reaches the aggregate Liability Limit for the entire insurance period.
- 6.6.** If several persons' liability is established within an Insured Event, BTA shall disburse the Insurance Indemnity in proportion to the degree of responsibility of the Insured.
- 6.7.** If Third Party's losses were indemnified by other persons, who took over Third Party's claim rights against the Insured based on any kind of grounds (for instance, subrogation, cession), BTA shall consider the Insurance Indemnity pursuant to the same procedure as should the Claim be received from the Third Party. Expenses in regard to transfer of Third Party's claim rights shall not be considered indemnifiable losses.
- 6.8.** If third party liability of the Insured is insured by the several insurers, BTA shall disburse the Insurance Indemnity proportionally the Liability Limit defined by the Insurance Contracts per a single insured event or the Sublimit (if any). BTA and other insurers, who insured third party liability of the Insured may agree upon a different procedure of Insurance Indemnity disbursement, if the Third Party agrees therewith.

- 6.9.** If upon an Insured Event third party liability of the Insured is insured by BTA by several Insurance Contracts, which refer to the Insured Event, liability limits defined in Insurance Contracts shall not be accumulative and the amount of Insurance Indemnity disbursed by BTA may not exceed the largest Liability Limit per a single insured event or the largest Sublimit, indicated in the respective Insurance Policies.
- 6.10.** Liability Limit shall not be reduced by the amount of deductible. Deductible shall be deducted from the loss amounts.
- 6.11.** If Insurance Indemnities disbursed by BTA shall reach the limits specified in section "Liability Limit and deductible", BTA shall reject all reported but yet unsettled insurance claim cases, as well as all new Insurance Claims for the Insured Events that had already occurred. If upon having reached the limits specified in section "Liability Limit and deductible" no annex to Insurance Contract regarding increase of liability limit in accordance with item 2.2 of these terms and Terms and Condition is developed, Insurance Contract shall be considered terminated.
- 6.12.** Insurance indemnity shall be disbursed to Third Party. If the Insured indemnified a Third Party for its losses, Insurance Indemnity shall be disbursed to the Insured.
- 6.13.** Indemnification for litigation and legal case handling expenses:
- 6.13.1.** if Third Party's claim on unlawful activity is sustained in full or sustained partially and the unlawful activity is deemed an Insured Event in line with provisions of Insurance Contract.
- 6.13.2.** if Third Party's claim was filed to court for indemnification of such losses as well, indemnification of which is not provided for in the Insurance Contract, BTA shall indemnify Litigation and legal case handling expenses proportionally, composed of the share of indemnifiable loss from the total claim sustained;
- 6.13.3.** if Third Party does not sustain its claims because the Insured has voluntarily sustained the claims after the case was filed, then Litigation and legal case handling expenses shall be indemnified only if the Insured has coordinated it with BTA prior to decision-making on meeting the claim;
- 6.13.4.** in case of failure to acknowledge liability on causing loss resulted in initiating litigation and BTA did not disburse the Insurance Indemnity, based solely upon the fact of the liability of the Insured on the losses caused, BTA shall not indemnify Litigation and legal case handling expenses as well upon occasion, if the Insured acknowledged the liability after initiation of litigation or if the court found the Insured liable for causing loss.
- 6.14.** BTA shall make a decision on Insurance Indemnity disbursement or rejection to disburse Insurance Indemnity not later than within 15 days after receipt of all the documents requested by BTA that are required to establish the causes of the alleged Insured Event and to determine the loss amounts.

## **7. INSURANCE CONTRACT VALIDITY AND COMING TO EFFECT THEREOF**

- 7.1.** Insurance Contract shall be concluded based on the insurance offer developed by BTA for the Policyholder and upon agreement with BTA on the Terms and Terms and Condition of the Insurance Contract acceptable by the both parties.
- 7.2.** Insurance offer shall be developed based on Insurance Application.
- 7.3.** Upon conclusion of Insurance Contract, BTA shall issue Insurance Policy to Policyholder to acknowledge the conclusion of Insurance Contract.
- 7.4.** Amendments to Insurance Contract shall be formalized upon development of an annex to Insurance Policy.
- 7.5.** Insurance provided for in the Insurance Contract shall come to effect at 00.00 of the first day of the Insurance period specified in the Insurance Contract, but no sooner than as of the payment of Insurance Premium or the first part of the Insurance Premium (if Insurance premium payment in instalments is provided for in the Insurance Contract) upon occasions, when:
- 7.5.1.** The first day of the Insurance period shall be determined as Insurance Premium payment day by the Insurance Contract.
- 7.5.2.** Insurance Premium payment day shall be determined prior to the first day of the Insurance period.
- 7.6.** For the purposes of this chapter, the term "Insurance Premium" shall read as:
- 7.6.1.** Insurance Premium if Insurance Premium payment is set forth to be paid in a single instalment;
- 7.6.2.** First share of Insurance Premium if Insurance Premium payment is set forth to be paid in several instalments.
- 7.7.** Insurance protection shall take effect at 00.00 on the first day of the Insurance Period specified in the Insurance Contract, but not earlier than at the time of payment of the Insurance Premium, except in the case provided for in paragraph 7.8.
- 7.8.** If the Parties agree in the Insurance Contract that the Insurance Premium shall be paid after the beginning of the Insurance Period specified in the Insurance Contract, the insurance protection shall take effect at 00.00

on the first day of Insurance Period if Policyholder pays the Insurance Premium within the time and in the amount specified in the Insurance Contract.

**7.9.** If Insurance Premium is paid after the payment term specified in the Insurance Contract and there was not any possible Insured Event occurring prior to Insurance Premium payment day, then BTA is entitled to make one of the following decisions:

**7.9.1.** to accept the Insurance Premium paid in arrears. This being the case the Insurance Contract is effective as of the first day of the Insurance Period. Should BTA make the above-mentioned decision, there will not be any individual notification sent to Policyholder;

**7.9.2.** not to accept the Insurance Premium paid in arrears. This being the case the Insurance Contract did not come to effect. Should BTA make the above-mentioned decision, BTA will send a notification to the Policyholder and repay the Policyholder the Insurance Premium paid in arrears.

**7.10.** If the Insurance Premium is paid later than on the previous day prior the possible Insured Event occurrence, then the Insurance Contract did not come to effect.

This being the case, BTA shall send a notification to Policyholder regarding invalidity of Insurance Contract and repay the Insurance Premium paid in arrears. Sending the above-mentioned notification and repayment of the Insurance Premium pursuant to the fixed term is not a prerequisite for the invalidity of Insurance Contract.

**7.11.** Insurance is effective until at 24.00 of the last day of the Insurance Period specified in the Insurance Contract, unless it is early terminated upon agreement between the Policyholder and BTA or due to other reasons.

## **8. INSURANCE PREMIUM PAYMENT PROCEDURE**

**8.1.** Policyholder shall pay the Insurance Premium according to the due date and amount specified in the Insurance Contract.

**8.2.** The Insurance Premium shall be deemed paid:

**8.2.1.** in cash - when Policyholder will have paid the respective sum to BTA, which is acknowledged by a payment document;

**8.2.2.** cashless payment - when BTA received the payment at the account specified by BTA;

**8.2.3.** to an insurance intermediary, authorized unequivocally by BTA to collect Insurance Premium – when the Policyholder has paid the respective sum of money to the insurance intermediary, which is acknowledged by a payment document, or when the insurance intermediary received the payment at the account specified thereby.

**8.3.** If Policyholder fails to pay the Insurance Premium according to the due date specified in the Insurance Contract, BTA is entitled to demand and Policyholder is obliged to pay BTA contractual penalty fee of 0.1% of the unpaid sum per each day of delay, however, the total delay percent sum may not exceed 10% of the unpaid Insurance Premium sum.

## **9. OBLIGATION TO PROVIDE INFORMATION**

**9.1.** Prior to Insurance Contract conclusion, Policyholder and the Insured shall submit to BTA complete and true information on the Insurance Object and other information, requested by BTA, because it is required to assess the insured risk occurrence probability.

**9.2.** If Insurance Contract on insurance of the same Insurance Object is concluded repeatedly immediately after the previous Insurance Contract, and upon conclusion of repeated Insurance Contract, Policyholder does not specify, that information provided thereby upon conclusion of the previous Insurance Contract, has changed, BTA shall consider that the information provided previously has not changed.

**9.3.** If Policyholder or the Insured failed to provide BTA with the requested information or provided false or incomplete information:

**9.3.1.** due to minor negligence - BTA is entitled to offer Policyholder to amend the Insurance Contract, including increasing the amount of Insurance Premium. If Policyholder does not agree to the amendments to the Insurance Contract offered within the time frame specified in the offer, Insurance Contract shall be regarded as terminated, when the offer time frame expired, unless specified otherwise by BTA in the offer;

**9.3.2.** due to malicious intent or gross negligence - Insurance Contract shall be regarded as invalid as of the moment of its conclusion and BTA shall not return the paid Insurance Premium.

**9.4.** Policyholder and the Insured shall immediately, as soon as possible, notify BTA if in the course of Insurance Contract operating period the information provided prior to Insurance Contract conclusion has changed.

**9.5.** Upon receipt of information from the Policyholder or the Insured about the changes to the information provided prior to Insurance Contract conclusion, BTA shall evaluate, if the changes affected the probability of insured risk occurrence and:

- 9.5.1.** offer Policyholder to make amendments to the Insurance Contract. If Policyholder does not agree to the amendments to the Insurance Contract offered by BTA within the time frame specified in the offer, Insurance Contract shall be regarded as terminated as of the moment, when the offer time frame expired, unless specified otherwise by BTA in the offer;
  - 9.5.2.** terminate the Insurance Contract, having notified Policyholder thereupon, if the changes in the information provided the probability of insured risk occurrence inasmuch that was this information be available at the moment of Insurance Contract conclusion, BTA would not conclude the Insurance Contract.
- 9.6.** If Policyholder or the Insured did not notify BTA about the changes to the information provided prior to Insurance Contract conclusion:
- 9.6.1.** due to malicious intent or gross negligence, then BTA is entitled to rejection of disbursement of Insurance Indemnity and immediate termination of Insurance Contract without returning the received Insurance Premium;
  - 9.6.2.** if the information about changes to the information provided was revealed only upon occurrence of Insured Event and Policyholder and the Insured were unaware of the information about the changes:
    - 9.6.2.1.** BTA shall disburse the Insurance Indemnity, without exceeding the amount of the paid Insurance Premium, if BTA proves that if BTA knew the actual circumstances, BTA would not conclude the Insurance Contract;
    - 9.6.2.2.** BTA shall offer to make amendments to the Insurance Contract or terminate the Insurance Contract depending on the significance of the actual circumstances revealed to increase the probability of insured risk occurrence.

## **10. INSURANCE CONTRACT CONCLUSION BY MEANS OF REMOTE COMMUNICATION**

- 10.1.** Insurance Contract may be concluded by mail, internet, e-mail, telephone or upon the use of other information exchange options. The above-mentioned channels shall read as means of remote communication.
- 10.2.** If Policyholder, who is a consumer, were to conclude the Insurance Contract, the Remote contract regulations shall apply to the Insurance Contract that are publicly available. Remote contract regulations provide for the procedure of withdrawal from the concluded Insurance Contract, moreover, there is an application template available that is intended to exercise the right of withdrawal.
- 10.3.** A consumer is a natural person, who concludes an insurance contract, which is unrelated to its economic or professional operations.

## **11. TERMINATION OF INSURANCE CONTRACT**

- 11.1.** Insurance Contract shall be terminated at 24.00 of the last day of the Insurance Period.
- 11.2.** The Policyholder is entitled to terminate the Insurance Contract unilaterally at any time by notifying BTA thereupon 15 days in advance. The Insurance Contract will be terminated as of the date specified in the notification, but no sooner than on the day the notification is received. If:
  - 11.2.1.** throughout Insurance Contract term no Insurance Indemnity has been paid and no potential Insured Event has been reported, BTA shall refund to Policyholder the share of the Insurance Premium received for each day of the remaining validity period of the Insurance Contract until the expiry of the validity period of the Insurance Contract, upon deduction of BTA expenses pertaining to conclusion of Insurance Contract. The latter comprise 15% of the unused Insurance Premium, i.e. of the share of the Insurance Premium corresponding to the unused period of the Insurance Contract, but not more than of the annual Insurance Premium, unless agreed otherwise by the parties;
  - 11.2.2.** throughout Insurance Contract term Insurance Indemnity is paid and a possible Insured Event is claimed, BTA shall pay back to Policyholder the difference (if any) between the sum of the Insurance Premium received by BTA, which complies with remaining days of the Insurance Contract term until the end of Insurance Contract term, and the sum of disbursed of Insurance Indemnity, upon deduction of BTA expenses pertaining to conclusion of Insurance Contract. The latter comprise 15% of the unused Insurance Premium, i.e. of the share of the Insurance Premium corresponding to the unused period of the Insurance Contract, but not more than of the annual Insurance Premium, unless agreed otherwise by the parties.
- 11.3.** If an upcoming instalment of Insurance Premium payment is not paid in full within the due date specified in the Insurance Contract, then BTA is entitled to terminate the Insurance Contract upon prior notification thereupon. Section 7 of the Terms and Conditions provides for the consequences, which occur in case of failure to timely pay the Insurance Premium or the first share thereof.
- 11.4.** BTA is entitled to early termination of Insurance Contract as of the moment of a possible Insured Event occurrence, without disbursement of Insurance Indemnity and without repaying the paid Insurance Premium,



if Policyholder, the Insured or the Co-insured committed the below-mentioned with malicious intent or upon having committed gross negligence:

- 11.4.1.** took actions or tolerated lack of actions, which increases the probability of insured risk occurrence;
  - 11.4.2.** did not forthwith as soon as possible notify BTA on the possible Insured Event, did not undertake all the possible reasonable measures in order to reduce the losses or did not observe instructions provided by BTA, if any;
  - 11.4.3.** upon request by BTA, failed to ensure an opportunity to establish and evaluate the amount of losses and the cause of its occurrence, did not submit all the documents at its disposal and truthful information to describe the possible Insured Event and the losses caused thereby, or failed to meet other obligations specified in the Insurance Contract after the possible Insured Event occurrence.
- 11.5.** If the Insured Event occurred due to malicious intent or gross negligence of the Policyholder, the Insured or the Co-insured, then Insurance Contract shall be considered terminated as of the moment the possible Insured Event occurred. Such being the case, BTA shall not disburse the Insurance Indemnity and shall not pay back the paid Insurance Premium. If persons (Insured and Co-insured) are insured under a single insurance contract and if Insurance Contract remaining effective is possible, Insurance Contract shall remain effective in regard to other Insured and Co-insured persons, which are not at fault for the Insured Event occurrence.
- 11.6.** Both Policyholder and BTA shall have the right to terminate the Insurance Contract after payment of the Insurance Indemnity, provided that prior notice was sent. Such being the case, BTA shall pay back to the Policyholder share of the Insurance Premium, the amount of which shall be determined upon deduction from the Insurance Premium the Insurance Indemnity, part of the Insurance Premium on the terminated period of the operating term of the Insurance Contract and BTA expenses of 15% related to conclusion of Insurance Contract from the unused Insurance Premium, i.e. from the share of the Insurance Premium, which complies with the unused operating term of the Insurance Contract, unless the parties have agreed otherwise.
- 11.7.** BTA and the Policyholder without consent by the Insured or the Co-insured are entitled to agree upon termination of the Insurance Contract, except for:
- 11.7.1.** Insurance Contract suggests otherwise;
  - 11.7.2.** Insured Event occurred and, in the result of Insurance Contract termination, BTA would be exempted from the obligation to disburse the Insurance Indemnity.
- 11.8.** Insurance Contract shall be terminated prior to its expiry also in other cases provided for in the law of the Republic of Latvia "Insurance Contract Law".

## 12. DISPUTE AND COMPLAINT SETTLEMENT PROCEDURE

- 12.1.** On BTA website [www.bta.lv](http://www.bta.lv) there is a procedure available, according to which BTA shall settle complaints on dissatisfaction with the Insurance Contract or insurance service, submitted by the Insurance application author, Policyholder, Insured, Co-insured, Third Party.
- 12.2.** All disputes arising between the parties of the Insurance Contract shall be settled by means of negotiations. If no mutual agreement is reached, any dispute, disagreement or claim ensuing from the Insurance Contract that is related to it or its violation, termination or invalidity, shall be finally resolved in a court of the Republic of Latvia in accordance with the procedure set forth in the regulatory enactments of the Republic of Latvia, unless BTA and the Policyholder have agreed upon another dispute settlement procedure in the Insurance Contract.

## 13. PERSONAL DATA PROCESSING

- 13.1.** 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.
- 13.2.** Principles of personal data processing performed by BTA are available on the BTA website [www.bta.lv](http://www.bta.lv).

## 14. SUBROGATION RIGHTS

- 14.1.** If BTA has disbursed the Insurance Indemnity, then, pursuant to subrogation, BTA shall take over claim rights in the amount of the disbursed sum against the person that is liable for losses.
- 14.2.** If the Insurance Indemnity paid by BTA covers only a part of the losses caused and BTA makes a subrogation claim within one year from the date of Insurance Indemnity disbursement, BTA shall notify the Insured or Co-insured thereupon that may file their claim as a co-claimant or file an individual claim.
- 14.3.** Upon the use of subrogation rights, BTA shall not file a claim against the Insured, Co-insured, their children, their parents or their spouses.

## 15. CONFIDENTIALITY OF INFORMATION

**15.1.** The parties undertake not to disclose the information received within the framework of the Insurance Contract on the parties of the Insurance Contract or Third Parties, as well as not to use it against the interests of other parties of the Insurance Contract, except for in the cases defined in the effective regulatory enactments of the Republic of Latvia. BTA is entitled to provide experts and reinsurers with information related to the Insurance Contract, persons engaged by BTA for the execution of the insurance contract, as well as to keep it in BTA databases.

## 16. OTHER PROVISIONS

**16.1.** BTA, Policyholder, the Insured and Co-insured shall provide notifications, requests and information related to the Insurance Contract 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.

**16.2.** In case BTA, during the effective period of the Insurance Contract, changes its legal form, company name, contact information and other similar information required for contractual liabilities of Policyholder, the Insured or Co-Insured, BTA shall immediately inform thereof by publishing this information on [www.bta.lv](http://www.bta.lv).

**16.3.** Upon request by Policyholder, the Insured, Co-insured or a Third Party, BTA shall provide the claimant with the information, which was previously published, in writing and free of charge, upon the use of website, durable medium or any other means of remote communication.

**16.4.** Regulatory enactments of the Republic of Latvia shall apply to settlement of contractual relationships deriving from Insurance Contracts.

**16.5.** 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:

**16.5.1.** would subject BTA to sanctions, restrictions or limitations, determined in accordance with resolutions by the United Nations or trade or economic sanctions, regulatory enactments by the European Union, Republic of Latvia, United Kingdom or the United States of America (upon condition that it does not infringe any regulations or regulatory enactments applicable to BTA);

**16.5.2.** 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.

**16.6.** In the event of any inconsistency between the Latvian text of these Terms and Conditions and the translation of these Terms and Conditions into any foreign language, the Latvian text of these Terms and Conditions shall prevail and be binding on the parties.

**16.7.** In case of inconsistencies or disagreement between the documents of the Insurance Contract, the following documents shall prevail and shall apply in the following order:

**16.7.1.** Annexes to the Insurance Policy (if any), which amend the Terms and Conditions of the Insurance Contract – as of the latest to the earliest depending on the date of entry into force;

**16.7.2.** Insurance Policy;

**16.7.3.** these Terms and Conditions.

**16.8.** Policyholder and the Insured have no right to cede any claim rights deriving from Insurance Contract to Third Parties, including those already effective or incumbent.

**16.9.** The Terms and Conditions are published on the BTA website [www.bta.lv](http://www.bta.lv).