

# PROVISIONS OF DISTANCE CONTRACT AND PRIVATE DATA PROCESSING

Effective as of 1. December 2023

## ABOUT BTA

---

**Name:** AAS BTA Baltic Insurance Company (hereafter – BTA)

**Unified registration No.:** 40103840140

**Registered office:** Sporta iela 11, Rīga, LV – 1013

**Core business activity:** non-life insurance services

**Supervising institution:** Latvijas Banka, legal address: K. Valdemāra iela 2A, Rīga, LV-1050, tīmekļvietne: [bank.lv](http://bank.lv)

**Licences issued:** [Uzraudzība \(bank.lv\)](http://Uzraudziba.bank.lv)

## ABOUT DISTANCE CONTRACT

---

### Withdrawal rights

Should an insurance contract be concluded by means of distant communication with the policyholder, who is a consumer, i.e. a natural person, who concludes the insurance contract for the purpose unrelated to one's economic or professional activity, then the policyholder is entitled to withdrawal rights provided for in the regulatory enactments. Withdrawal rights present the rights of the policyholder to withdraw from the concluded insurance contract, submitting a withdrawal template in writing (see Annex) within 14 days as of the date of insurance contract conclusion.

The Policyholder can submit the withdrawal:

1. at any BTA customer service centre;
2. by sending a signed withdrawal via post to the registered office of BTA;
3. by sending withdrawal, signed by safe digital signature, to email account [bta@bta.lv](mailto:bta@bta.lv).

If within 14 days as of the day of insurance contract conclusion, an insured risk has occurred, and regarding which the probable insurance event has been reported to BTA, or indemnity will be paid under the concluded insurance contract, then it is deemed that the withdrawal rights have not been exercised and the insurance contract is in effect.

If the Policyholder exercises the withdrawal rights, then BTA will repay a part of the insurance premium to the Policyholder within 30 days at most as of the day of receiving the withdrawal form, calculating the amount to be refunded by deducting the part for the period, during which the insurance contract had been effective, from the premium amount paid.

If insurance contract is concluded for a period of less than 30 days, the Policyholder shall not be entitled to exercise the withdrawal rights.

### Information about Insurance Contract

Insurance Contract is considered concluded as of the moment when BTA and policyholder have agreed upon insurance contract provisions. Upon conclusion of an insurance contract, BTA shall issue an acknowledgement on insurance contract conclusion – insurance policy. Insurance envisaged by the insurance contract will enter into effect on the first day of the insurance period indicate in the insurance contract, in case the insurance premium is paid in the amount and within the deadline provided for in the insurance contract.

In case Travel insurance policy was issued when the policyholder is already outside the resident country, the insurance agreement comes into force after 24 hours after the insurance premium, as defined by BTA, is paid in full.

Compulsory land motor vehicle owners' third-party liability insurance contract will come to effect as of its signing or following the term specified in the insurance contract.

Detailed information about the insurance contract, including the information about the rights to terminate the contract prematurely, is provided in the Terms and Conditions of the respective type of insurance, which is an integral part of the contract, and in the Law on Motor Vehicle Owners' Compulsory Third Party Liability Insurance.

The regulatory acts of the Republic of Latvia shall be applied to the relationship between BTA and you before the distance contract is concluded. Unless expressly stated otherwise in the insurance contract, regulatory acts of the Republic of Latvia shall apply to the insurance contract.

BTA will ensure further communication with the Policyholder in Latvian during the validity period of the contract, and the Policyholder shall be entitled to receive the insurance contract terms and information about concluding the contract in Latvian, English or Russian.

### **About Guarantee Fund**

In order to protect the interests of the insured persons in case of the insurer's insolvency, there was a Guarantee Fund created in Latvia.

There is a Guarantee Fund of the Compulsory Civil Liability Insurance of Motor Vehicle Owners in Latvia, from which insurance indemnities are paid in cases and in accordance with the procedure, provided in the Law on Motor Vehicle Owners' Compulsory Third Party Liability Insurance.

### **Options of dispute settlement**

In case client has any questions or complaints, first, client shall exercise its withdrawal rights to address the client's complaints to BTA in regard to services provided by the insurer.

In case the response provided by BTA to client's application appears unsatisfactory, and there is still concern that client's rights or legal interests were affected, client is entitled to address the following bodies with an application:

1. Motor Insurers' Bureau of Latvia (LTAB), address: Toma iela 4, Rīga, LV-1003 in accordance with the procedure set by the respective institution. LTAB reviews applications regarding Motor Vehicle Owners' Compulsory Third Party Liability Insurance Contracts (MTPL). Additional information is available on the website of Motor Insurers' Bureau of Latvia [www.ltab.lv](http://www.ltab.lv);
2. Consumer Rights Protection Centre (PTAC), address: Brīvības iela 55, Rīga, LV – 1010. PTAC reviews applications regarding violations of consumer rights. Additional information is available on the website of Consumer Rights Protection Centre [www.ptac.gov.lv](http://www.ptac.gov.lv);
3. Ombudsman of Latvian Insurers Association, address: Toma iela 4, Rīga, LV-1003, Rīga LV – 1019. Ombudsman shall consider complaints by natural persons regarding the decisions made by BTA concerning insurance indemnity disbursement or rejection to disburse thereof:
  - Private accident insurance, travel (assistance) and health insurance, if the amount of insurance indemnity does not exceed EUR 10 000;
  - Property insurance, if the amount of insurance indemnity does not exceed EUR 200 000;
  - Motor own damage insurance (KASKO), if the amount of insurance indemnity does not exceed EUR 50 000;
  - General third party liability insurance (except for professional third party liability), if the amount of insurance indemnity does not exceed EUR 10 000.

In addition to the aforementioned, there are other prerequisites to complaint acceptance and consideration procedure by the Ombudsman, available within the Rules of Procedure of the Ombudsman on the website of Latvian Insurers Association [www.laa.lv](http://www.laa.lv).

4. Consumer that concluded an insurance contract on the internet is entitled to submit an application by means of ODR platform (Online Dispute Resolution) <http://ec.europa.eu/odr>.
5. If a Complaint pertains to natural persons' data processing, client is entitled to address State Data Inspection and write an official application "Complaint on personal data processing" <https://www.dvi.gov.lv/lv/iesniegumu-paraugi>.
6. Client can submit a claim for recovery of losses to the court in accordance with the regulatory enactments of the Republic of Latvia.

### **PERSONAL DATA PROCESSING PROVISIONS**

---

BTA as personal data processing controller, shall process the personal data of natural persons upon observance of the Regulation 2016/679 of 27 April 2016 of the European Parliament and the Council regarding on protection of natural person in regard with processing personal data and the free movement of the data, thus invalidating the Directive 95/46/EK (General Data Protection Regulation) and requirements set within other regulatory enactments concerning

processing of personal data. Principles of personal data processing performed by BTA have been published within BTA Privacy Policy at BTA website [www.bta.lv](http://www.bta.lv).

Policyholder may request drafting of insurance offer and conclusion of insurance contract for the benefit of another person as well, in this case the policyholder shall inform the person mentioned on both insurance offer request and the terms and conditions of insurance contract, and on the fact that to perform the aforementioned activities, policyholder has used (submitted to BTA) personal data of the person, for the benefit of whom the insurance offer was prepared or insurance contract was concluded.