

# CASCO INSURANCE

All Risk Insurance Terms and Conditions No. 4F6



## APPROVED

By BTA Baltic Insurance Company AAS

Management Board Decision No. LVB1\_0002/02-03-03-2019-44 of 16.05.2019

Effective as of 03.06.2019

BTA and Policyholders enter into Motor Vehicle Insurance Contracts in accordance with these Terms and Conditions.

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## 1. TERMS USED

**Policyholder** – a natural person or legal entity, who enters into Insurance Contract in favour of itself or another person.

**Insurance Indemnity** – the amount payable for Insured Event or the services to be rendered in accordance with the concluded Insurance Contract.

**Insurance Contract** – agreement between BTA and the Policyholder, whereby the Policyholder commits to pay Insurance Premium in the manner, terms and amount defined in the Insurance Contract, as well as to fulfil all the other obligations under the Insurance Contract, while BTA commits, upon occurrence of Insured Event, to pay Insurance Indemnity according to the Insurance Contract terms, as well as to fulfil all the other obligations under the contract. The constituent parts of the Insurance Contract are these terms and conditions, the Insurance Policy, annexes and amendments to the Insurance Contract.

**Insured Event** – an event, the occurrence of which entails payment of Insurance Indemnity in accordance with the concluded Insurance Contract.

**Insurance Period** – a period of time, during which insurance protection is in effect.

**Insurance Policy** – confirmation of the conclusion of Insurance Contract, which includes the terms and conditions of the Insurance Contract, which the Policyholder and BTA have agreed upon. The information, necessary to evaluate the probability of the occurrence of the insured risk, about the insurance object – the vehicle and the Extra Equipment, indicated in the Insurance Policy, incl. information about the anti-theft equipment and systems installed in the vehicle, is information provided by the Policyholder.

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

**Insured** – the physical or legal entity indicated in the Insurance Contract, having the insurable interest and in favour of which the Insurance Contract is concluded, i.e., which sustains losses upon occurrence of an Insured Event, and to which the Insurance Indemnity is payable.

**Luggage** – the property, other than vehicle's Extra Equipment, located inside the vehicle or its luggage compartment at the moment of occurrence of the Insured Event, as well as a bicycle, located on a bicycle rack, attached to the vehicle.

**Destruction** – a condition of a vehicle when the costs for vehicle repair to fix the damages caused as a result of an Insured Event exceed 70% of its Market Value or Replacement cost.

**BTA** – BTA Baltic Insurance Company AAS, the Insurer in terms of the Insurance Contract Law.

**Road Traffic Accident** – collision with another vehicle, obstacle, pedestrian, animal or another object that took place in road traffic or another place, where driving a vehicle is possible, as well as overturning of a moving vehicle, falling (from a bridge, etc.), sinking or breaking into ice;

**Beneficiary** – the physical or legal entity indicated in the Insurance Contract, which Insurance Indemnity or a part of it is payable to in cases defined in the Insurance Contract.

**Robbery** – insurance object's theft involving violence or threats of violence application.

**Extra Equipment** - equipment, systems and accessories installed in the vehicle that were installed in the vehicle at the moment of occurrence of the Insured Event and their installation has not been done by the manufacturer (for instance, audio or video equipment; peripheral equipment of communication systems; additional lights; alloy wheels; individual number plates; advertising stickers). Extra Equipment shall be insured only during the time it is installed on the vehicle.

**Deductible** – the share of the losses specified in the Insurance Contract that is not refunded by BTA in accordance with the Insurance Contract. Deductible may be defined as a fixed amount of money or percentage of the losses caused as a result of the occurrence of the Insured Event. In the case of partial damages of the Vehicle the damages Deductible defined in the Insurance Contract shall apply, in the case of destruction of the Vehicle the Destruction Deductible defined in the Insurance Contract shall apply, in the case of vehicle Theft or Robbery the Theft Deductible defined in the Insurance Contract shall apply. Calculating Insurance Indemnity for harm inflicted to one Insurance object in one Insured Event, one – the largest Deductible shall be applied, also in the case when one Insured Event has resulted in harm inflicted to several constituent parts of the Insurance object, also falling under any of the effective complementary insurance covers.

**Auto Glass** – vehicle's windscreen, rear window, side windows and roof windows.

**Subrogation Right** – the right of BTA to take over the Insured's rights to claim in the amount of the disbursed Insurance Indemnity against the person, liable for losses.

**Market Value** – a vehicle's worth, i.e. the amount of money for which a vehicle of the respective brand, model, year of production and configuration can be acquired in the Republic of Latvia. When vehicle's Market Value is established, the evaluation also takes into account its purpose of use and other significant features of the vehicle, which may affect the respective vehicle's Market Value, and the Market Value is established based on the with the principle of compensation. Market Value is the maximum amount of BTA's liabilities under the Insurance Contract - sum insured according to the Insurance Contract Law.

**Legal User of the Vehicle** – owner of the vehicle or a person to whom the vehicle is conveyed with the owner's consent, in the case of lease - also the person to whom the vehicle is conveyed with the lessee's consent.

**Theft** – secret or open robbery or attempted robbery of a vehicle if the insurance object has been moved from its parking place.

## 2. INSURANCE OBJECT

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- 2.1. Insurance object** is the vehicle specified in the Insurance Contract and the Extra Equipment specified in the Insurance Contract.
- 2.2.** Insurance protection for a case of damages and Destruction covers the Extra Equipment installed on the vehicle at the moment of occurrence of Insured Event.
- 2.3.** Insurance protection for a case of Theft and Robbery covers the Extra Equipment, which meets the following criteria:
  - 2.3.1.** the Extra Equipment is specified in the Insurance Contract, if it has been installed on the vehicle at the moment of occurrence of Insured Event;
  - 2.3.2.** the Extra Equipment installed on the vehicle during the Insurance period shall be insured only in the case, when if the vehicle with the additionally installed Extra Equipment has been presented to a BTA's official or photographs of the installed Extra Equipment have been sent to BTA in a manner defined by BTA and an additional agreement has been concluded to the Insurance Contract on its insurance. Insurance protection for the Extra Equipment installed in the vehicle during the Insurance Period shall take effect on the date specified in the agreement concluded on its insurance.
- 2.4.** The following Extra Equipment installed on the vehicle at the moment of Insured Event occurrence is insured against Theft or Robbery also when this is not expressly specified in the Insurance Contract or additional agreement concluded to the Insurance Contract: child safety seats, roof racks, roof boxes, holders. The total Insurance Indemnity amount for damages, Destruction, Theft or Robbery of Extra Equipment referred to in this Article may not exceed EUR 500 during the Insurance Period. Deductible is not applied, when calculating Insurance Indemnity.
- 2.5. Individual number plate** is only insured when there is a clause in the Insurance Contract and when, in addition to the common way of fastening vehicle number plates, it is fastened to the car body with a screw or rivet. BTA will pay Insurance Indemnity on the basis of payment documents confirming the expenses for vehicle number plates replacement.

### 3. INSURANCE COVERAGE

**3.1.** Concluding Insurance Contract ensures Insurance protection and BTA will pay Insurance Indemnity in the case of insurance object's Theft, Robbery, damages, Destruction, occurring as a result of sudden and unexpected circumstances, except for cases referred to in "Exceptions" section of these Terms and Conditions.

**3.2.** The following complementary insurance covers can be obtained under the Insurance Contract, effective only in the case, when their validity is indicated in the Insurance Contract:

**3.2.1. Luggage insurance.** BTA will compensate for losses with respect to Luggage Theft, Robbery, damages, Destruction, occurring as a result of sudden and unexpected circumstances, except for cases referred to in "Exceptions" section of these Terms and Conditions.

The maximum Insurance Indemnity amount payable for all Insured Events in total during the Insurance Period shall be EUR 1000. Damages Deductible will be applied, when calculating Insurance Indemnity.

**3.2.2. Replacement cost insurance.** Insurance for the value for which a new vehicle of that make, model and equipment package can be obtained in the Republic of Latvia right before the occurrence of the Insured Event.

In the case of Theft, Robbery or Destruction of the vehicle, BTA will compensate for losses in the amount of worth of a new or equal worth vehicle (of the respective make, model and equipment package) in the Republic of Latvia. Deductible will be applied, when calculating Insurance Indemnity.

Replacement cost insurance is in effect only for vehicles that are first sold by an authorized dealer in the Republic of Latvia or another country of the European Economic Area, or consecutively without interruption insured by concluding a new Insurance Contract on insurance of such a vehicle, provided that the vehicle's age - the period of time since the date of the first registration of the vehicle in the database of the Road Traffic Safety Directorate (*LV: CSDD*) does not exceed 2 (two) years and the its kilometrage does not exceed 60,000 km, unless another agreement is included in the Insurance Contract.

As of the moment that the vehicle's age exceeds 2 years or the distance of kilometres driven exceeds 60,000 km, the vehicle's insurance until the end date of the Insurance Period shall be done in the amount of the Market Value.

**3.2.3. Replacement car provision.** BTA will provide a replacement car to the Insured during the effective period of the Insurance Contract in case, due to sudden and unexpected circumstances, except for cases referred to in "Exceptions" section of these Terms and Conditions, the insured vehicle is damaged or Destroyed, upon the following provisions:

**a)** BTA will provide a replacement car as of the first day, counting from the day, when the insured vehicle has become road unworthy, until:

a.1.) vehicle repair completion day (inclusive), when Insurance Indemnity for the vehicle damage is paid in the form of services;

a.2.) the day of making a decision on Insurance Indemnity payment (inclusive), when Insurance Indemnity for the vehicle damage is paid in cash;

**b)** BTA will provide a replacement car or cover the expenses for replacement car rental for no longer than 35 calendar days within the Insurance Period;

**c)** BTA will stop providing the Insured with a replacement car or cover the expenses for replacement car rental as of the day of making a decision to reject in Insurance Indemnity payment regarding the insured vehicle's damages or Destruction;

**d)** BTA will provide the Insured with a replacement car or cover the expenses for rental of a car as follows: compact-class vehicle, when Option A is checked for this additional insurance cover in the Insurance Contract, or a medium-class vehicle, when Option B is checked for this complementary insurance cover in the Insurance Contract;

**e)** in case BTA is unable to provide the Insured with a replacement car according to these Terms and Conditions, BTA will cover the Insured's expenses for replacement car rental, applying all the provisions listed in this Article and not exceeding the maximum Insurance Indemnity amount per one day, specified in the Insurance Contract for this complementary insurance cover.

**3.2.4. Theft of vehicle registration certificate.** BTA will compensate the expenses incurred by the Insured with regard to the replacement of vehicle registration certificate or licence plates after their Theft or Robbery, except for cases, listed in the Exceptions section of these Terms and Conditions.

The maximum total Insurance Indemnity for all Insured Events in aggregate during the Insurance Period shall be EUR 50. Deductible is not applied, when calculating Insurance Indemnity.

BTA will disburse Insurance Indemnity on the basis of payment documents confirming the expenses of replacement of vehicle registration certificate or licence plates.

- 3.2.5. Hydro impact.** BTA will compensate for losses from vehicle damages caused by the vehicle hitting a puddle or flooded place when water gets into electric or mechanical units and aggregates (engine, transmission, etc.) causing damage to the electric or mechanical units and devices of the vehicle.  
The maximum Insurance Indemnity amount payable for all Insured Events in total during the Insurance Period shall be EUR 6000. Deductible will be applied, when calculating Insurance Indemnity.
- 3.2.6. Insurance of specialized works.** BTA will compensate for losses from damages of the Insurance object, directly related to loading or unloading works including when the vehicle tips over or a load falls down on it. A Deductible of 50% of the loss amount when calculating Insurance Indemnity in the case, when the regulatory enactments regulating the loading and unloading works or the vehicle operation regulations are violated (for instance, driving with a lifted load box-bed, side supports are not used, pneumatic cushions are not exhausted if it is contrary to the vehicle operation regulations).
- 3.2.7. Aerography.** BTA will compensate for losses from damages to the vehicle's aerographic drawings, carbon, matt and other protective and coloured films (except for Auto Glass tint damage), occurring as a result of any sudden and contingent conditions, except for cases, listed in the Exceptions section of these Terms and Conditions.  
The maximum Insurance Indemnity amount payable for all Insured Events in total during the Insurance Period shall be EUR 600. Deductible is not applied, when calculating Insurance Indemnity, if this is the only damage.
- 3.2.8. Keys theft.** BTA will compensate the expenses of restoring the vehicle ignition keys and anti-theft systems control devices in the case of Theft or Robbery of these devices, except for cases, listed in the Exceptions section of these Terms and Conditions.  
The maximum Insurance Indemnity amount payable for all Insured Events in total during the Insurance Period shall be EUR 300. Deductible is not applied, when calculating Insurance Indemnity.
- 3.2.9. Carelessness risk.** BTA will compensate for losses resulting from Insurance object's, incl. any stationary installed or mounted vehicle parts, damages or destruction as a result of malicious intent or fault that in terms of loss compensation and other civil liability consequences equals wilful misconduct, of the Insured's family member (spouse, children, parents), Policyholder's family member (spouse, children, parents), Beneficiary's family member (spouse, children, parents) or employee, except for cases, listed in the Exceptions section of these Terms and Conditions. Deductible will be applied, when calculating Insurance Indemnity.
- 3.2.10. Vehicle maintenance.** BTA will indemnify for losses resulting from damage related to the vehicle washing, maintenance, repair and the consequences thereof.  
Deductible will be applied, when calculating Insurance Indemnity, except for a case, when the Insured has submitted to BTA all its requested documents to exercise the Subrogation Right against the person liable for causing loss.
- 3.2.11. Cover on ferry.** BTA will indemnify for losses from damages of the Insurance object, occurring as a result of sudden and contingent conditions, except for cases, listed in the Exceptions section of these Terms and Conditions, while the vehicle was located on a ship or ferry and was being transported as cargo. Deductible will be applied, when calculating Insurance Indemnity.
- 3.2.12. Fuel system cleaning.** BTA will indemnify for losses related to cleaning of the vehicle's fuel system, sustained due to filling a fuel not corresponding the vehicle's manufacturer's specification. Deductible will be applied, when calculating Insurance Indemnity.
- 3.2.13. Electrical units damage.** BTA will indemnify for losses related to damages of the vehicle's electronic components, resulting from the operation of anti-theft equipment installed on the vehicle, which has not been installed by the vehicle's manufacturer. Such losses will be compensated once during the Insurance Period. The maximum Insurance Indemnity payable shall be EUR 700. Deductible is not applied, when calculating Insurance Indemnity.
- 3.3.** BTA will compensate the expenses for transportation of the vehicle to a location indicated by the vehicle driver when such transportation is economically justified and is necessary due to the vehicle's damages or Destruction sudden and contingent conditions, except for cases, listed in the Exceptions section of these Terms and Conditions, as well as the expenses of vehicle rescue and getting back on road:
- 3.3.1.** Within the territory of the Republic of Latvia without liability limit and not applying Deductible;
- 3.3.2.** Outside the territory of the Republic of Latvia, not exceeding the Maximum payable Insurance Indemnity amount for all Insured Events total for the Insurance Period of EUR 500 and not applying Deductible.
- 3.4.** When criminal proceedings have been initiated with respect to a Road Traffic Accident and the vehicle needs to be placed in a parking lot because of criminal proceedings investigation or other reasons, BTA will compensate

the parking services fee. The maximum Insurance Indemnity amount payable for all Insured Events in total during the Insurance Period shall be EUR 250. Deductible is not applied, when calculating Insurance Indemnity.

**3.5. If the Insurance Contract as the effective insurance territory specifies:**

- 3.5.1. Latvia**, then the insurance protection shall be in effect only in the territory of the Republic of Latvia;
- 3.5.2. Baltic States**, then the insurance protection shall be in effect in the territory of Latvia, Lithuania and Estonia;
- 3.5.3. European countries**, then the insurance protection shall be in effect in the territory of Latvia, Lithuania, Estonia, Austria, Albania, Andorra, Belgium, Bulgaria, Bosnia and Herzegovina, the Czech Republic, Denmark, France, Greece, Croatia, Italy, Ireland, Iceland, Cyprus, Great Britain, Liechtenstein, Luxembourg, Malta, Monaco, Macedonia, Norway, Netherlands, Portugal, Poland, Romania, Spain, Finland, Slovakia, Slovenia, Serbia and Montenegro, San Marino, Switzerland, Hungary, Germany, Vatican, Sweden;
- 3.5.4. European countries +**, then the insurance protection shall be in effect in the territory of European countries, as specified in Article 3.5.3 of these Terms and Conditions, and the European part of the Russian Federation located to the West of the Ural Mountains, Belarus, Ukraine, Moldova, Turkey, Armenia, Azerbaijan, Georgia, Tajikistan, Kazakhstan.

#### **4. EXCEPTIONS**

**4.1. It shall not be regarded an Insured Event and BTA does not pay Insurance Indemnity, when:**

- 4.1.1.** The Theft of the vehicle was performed by means of the original ignition keys of the vehicle or original vehicle anti-theft equipment control devices.  
The aforementioned shall not apply to the situations specified in Article 6.2.3 and Article 6.2.4 of these Terms and Conditions, as well as upon the occurrence of vehicle Robbery;
- 4.1.2.** After the Theft of the vehicle, all copies of the ignition keys of the insured vehicle indicated in the Insurance Contract, and if not indicated therein, all ignition key copies provided for by the manufacturer, all copies of the anti-theft systems' control devices, registration certificate of the vehicle or removal certificate regarding the removal of the insured vehicle ignition keys or anti-theft systems' control devices drawn up by a law enforcement institution within the framework of the criminal procedure, are not immediately, as soon as possible, submitted to BTA. The aforementioned shall not apply to the situations specified in Article 6.2.3 and Article 6.2.4 of these Terms and Conditions, as well as upon the occurrence of vehicle Robbery;
- 4.1.3.** In the event of Theft of the vehicle, its parts or Extra Equipment, the vehicle has not been equipped with BTA-approved anti-theft systems, the vehicle was left unlocked, anti-theft systems were not activated or were not in proper working order, including when the directions of the anti-theft system manufacturer have not been complied with for the system to be in proper working order (for instance, timely performed payment of the subscription fee, timely performed technical maintenance of the system);
- 4.1.4.** Theft of the vehicle's trailer or semi-trailer has occurred when the vehicle's trailer or semi-trailer was not hitched to the vehicle's tractor unit or within a territory fenced-off along the perimeter or guarded;
- 4.1.5.** if the Policyholder, Insured, Beneficiary, their subordinate employee, relative (parents, spouse, children, siblings, in-laws, foster family members, guardians and wards), vehicle driver or Legal User of the Vehicle has performed an illegal activity, resulting in the vehicle being stolen or robbed;
- 4.1.6.** The owner loses possession of the vehicle through fraud;
- 4.1.7.** the Legal User of the Vehicle fails to return the vehicle to its owner or the holder or lessee specified in the vehicle registration certificate;
- 4.1.8.** If the vehicle is being used as an operational vehicle, a vehicle for the performance of operational tasks of security companies (undertakings), a taxi, courier transport, carrier of hazardous cargo or the vehicle is being used for driving lessons and is equipped with equipment necessary for driving training, or is leased for remuneration for a short-term (the lease period is less than 6 months) and there is no remark on that in the Insurance Contract;
- 4.1.9.** A vehicle driver has left the place of the Road Traffic Accident violating the procedures set forth in the effective regulatory enactments;

- 4.1.10.** The Road Traffic Accident has occurred while the vehicle driver is driving it or teaching another person to drive if the breath or blood test of the driver or the person who is learning to drive establishes alcohol, drugs, psychotropic or other intoxicating substances or substances arising as a result of the decomposition thereof (metabolites) exceeding the norms set forth in the regulatory enactments of the respective country where the accident took place, or medicinal products that reduce reaction speed and attention and there is a respective note regarding it in the medicinal product directions;
- 4.1.11.** The vehicle driver or a driving student who was driving the vehicle at the moment of the Road Traffic Accident has used alcoholic drinks, narcotic or other intoxicating substances after the Road Traffic Accident until the examination that determines the alcohol concentration in the blood or establishes the influence of drugs or other intoxicating substances, or the release from such an examination in accordance with the procedures set forth in the effective regulatory enactments;
- 4.1.12.** The vehicle driver or a driving student who was driving the vehicle at the moment of the Road Traffic Accident has avoided a medical examination to determine the alcohol concentration or influence of drugs or other intoxicating substances, if such an examination regarding the Road Traffic Accident was initiated by a competent state authority or medical institution;
- 4.1.13.** the vehicle's damages have occurred through causal relationship to malicious intent or fault that in terms of losses and civil liability consequences is considered as wilful misconduct, of the Policyholder, Insured, Beneficiary, their family members (parents, spouse, children, siblings, in-laws, foster family members, guardians and wards), persons subordinate to them working on a contractual basis, Legal User of the Vehicle or Vehicle Driver. If the Insurance Contract provides additional insurance cover for the "Carelessness risk", then this exception shall not apply to the section, applying to the Insured's family members (spouse, children, parents), Policyholder's family members (spouse, children, parents), Beneficiary's family members (spouse, children, parents) or employees;
- 4.1.14.** the vehicle's damages or Destruction has occurred through causal relationship due to the fact that the vehicle has not undergone the State technical examination;
- 4.1.15.** the damages or Destruction have occurred while the vehicle was being transported as cargo, except for cases, specified in the complementary insurance cover "Cover on ferry", and it is explicitly indicated in the Insurance Contract.
- 4.1.16.** the vehicle's damages or Destruction has occurred through causal relationship due to the fact that the vehicle, at the moment of the Road Traffic Accident, has not been equipped with tyres for the respective type of season or the tyres do not meet the requirements of the regulatory enactments regarding the State Technical Examination and the technical control on the roads effective at the moment of the Road Traffic Accident;
- 4.1.17.** damage has been caused by cargo in the vehicle or its trailer or semi-trailer, which has not been fastened in accordance with the requirements of the effective regulatory enactments;
- 4.1.18.** when the Road Traffic Accident occurred, the vehicle was driven by a person who does not have a driver's licence permitting to drive a respective category vehicle or a prohibition to drive a vehicle is applied to this person, or this person was driving a vehicle that does not correspond to the restriction code indicated in the driver's licence regarding the customised transmission (automatic or mechanical gearbox);
- 4.1.19.** Damage was caused due to corrosion, cracking or natural wear and tear (including small varnish and paint damages, scratches);
- 4.1.20.** Damage was caused to the running gear of the vehicle (shock-absorbers, springs, bearings, etc.), when their occurrence is not a result of causal relationship to a Road Traffic Accident, except when the Road Traffic Accident has resulted in mechanical deformation of other vehicle parts as well, for instance, when hitting a pothole;
- 4.1.21.** the vehicle has sustained damage or Destruction while moving through/over swampy areas, water bodies, or frozen water bodies, except when national or municipal authorities have recognized such frozen water bodies as fit for driving;
- 4.1.22.** damages or Destruction is caused by driving the vehicle in a way that the driver's actions qualify as aggressive driving in accordance with Article 149<sup>4</sup> of the Administrative Violations Code;

**4.1.23.** vehicle damages or Destruction has been directly or indirectly caused by:

- a)** 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;
- b)** direct or indirect impact of a nuclear explosion, nuclear energy or radioactive substances, direct or indirect radioactive pollution;
- c)** 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;

**d)** Information technologies security incident in the cyberspace, which has occurred or is impending.

Cyberspace is an interactive environment that includes users, networks, computing technology, software, processes, information in transit or storage, applications, services, and systems that can be connected directly or indirectly to the Internet, telecommunications and computer networks, and in which its users interact. Cyberspace has no physical borders.

Information technologies are technologies, which, for accomplishing their tasks, perform electronic processing of information, to include 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.

**4.1.24.** damages or Destruction has occurred due to insurance object's internal damages or breakage;

**4.1.25.** damages or Destruction has occurred while the vehicle has participated in speed racing competition, endurance drives or training drives, test drives, competitions the regulation of which does not encompass partial or complete participation in public road traffic, complying with the road traffic regulations;

**4.1.26.** vehicle parts have fallen off or are missing, but their loss has not been reported to the police;

**4.1.27.** damages or Destruction has occurred, involving violation of the requirements of the AETR agreement (European Member State agreements concerning the Work of Crews of Vehicles Engaged in International Road Transport) and other regulatory enactments regarding the vehicle driver's driving and break time duration;

**4.1.28.** damages, Destruction, Theft or Robbery of a vehicle, registered in the Republic of Latvia, has occurred outside the territory of the Republic of Latvia, and the vehicle for more than 30 calendar days has not had a valid positive State technical examination undergone in the territory of the Republic of Latvia;

**4.1.29.** damages to the vehicle have occurred prior to the conclusion of the Insurance Contract or damages have occurred as a result of an accident other than reported to BTA;

**4.1.30.** the case occurred has been agreed upon between BTA and the Policyholder in the special provisions of the Insurance Contract as a case of exception, when no Insurance Indemnity is paid.

**4.2.** When the complementary "Luggage insurance" cover is in effect, BTA will not compensate for losses:

**4.2.1.** when in the case of Loss of Luggage there is no trace of burglary into the insured vehicle, to the bicycle rack or roof luggage box, when the Luggage has been stolen from it;

**4.2.2.** when the object damaged, destroyed or lost, is: cash, commercial cargo (in the consignment note – the property specified in the invoice), collections, antiques, precious metals, precious stones or semiprecious stones, or objects made from them, fur products, documents (for instance, passport, diploma, power of

attorney, contract), manuscripts (hand-written or typed), project documentation, plans, drawings (blueprints), pieces of art, ammunition, explosives, weapons, alcohol, animals;

**4.2.3.** for damages, Destruction or loss of property transported in a trailer or semi-trailer.

**4.3.** Irrespective of any terms of the concluded Insurance Contract, BTA has no obligation to provide insurance protection or perform any payments, or provide services, or provide benefits to persons or any third party insofar such insurance protection, payment, service, benefit and / or business or activity of the Policyholder, the Insured, the Beneficiary or a person claiming Insurance Indemnity, violates the enforceable sanctions, financial embargo and economic sanctions, laws and terms, which are directly to be enforced by BTA. The enforceable sanctions are national sanctions imposed by the Republic of Latvia, European Union sanctions, United Nations Organization sanctions, United States of America sanctions and / or other sanctions, which are to be complied with and executed by BTA in accordance with regulatory enactments.

## **5. OBLIGATIONS UPON OCCURRENCE OF A POTENTIAL INSURED EVENT**

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**5.1.** A precondition for Insurance Indemnity payment upon occurrence of a potential Insured Event, is the fulfilment of the obligations of the Policyholder, Insured, Beneficiary or the Legal User of the Vehicle:

**5.1.1.** upon occurrence of a potential Insured Event, immediately, as soon as possible, inform BTA of the occurred accident by means of the hotline +371 26121212 or resources specified in BTA website [www.bta.lv](http://www.bta.lv) and provide the information about the accident and follow the received instructions;

**5.1.2.** upon occurrence of an RTA, to immediately, as soon as possible, carry out the activities in accordance with the effective regulatory enactments, as well as:

**a)** to notify the police or another competent state law enforcement authority of that country about the Road Traffic Accident or to fill out the coordinated accident statement if it is prescribed by the regulatory enactments of the country where the Road Traffic Accident occurred. The police or another state law enforcement authority of that country must be notified if the vehicle in the accident has sustained damages due to which it cannot leave the accident site on its own;

**b)** If the vehicle that caused the Road Traffic Accident is known or there was enough information to determine it, to inform BTA of the registration number of the vehicle that caused the Road Traffic Accident, and the name of its insurer, who has concluded Insurance Contract on the Road Traffic Accident causing vehicle driver's Compulsory Third Party Liability Insurance of Motor Vehicle Owners contract and this Insurance Contract's number, and, when a request has been received from the respective insurance company, to immediately, as soon as possible, present the damaged vehicle to its expert;

**5.1.3.** upon the occurrence of other accidents, except a Road Traffic Accident, including when the insurance object damage is caused by the direct impact of objects falling down from buildings or structures possessed by third parties on the insurance object; in the case of Theft or Robbery of the vehicle's parts, Extra Equipment, Luggage, the vehicle, the vehicle's registration certificate, the vehicle's ignition keys and the vehicle's anti-theft system control devices, to immediately, as soon as possible, notify the police or other law enforcement authorities of the occurrence, if such possibility is provided by the regulatory enactments of the country where the potential Insured Event has occurred. It may be left without reporting to the police, when Auto Glass damage is the only damage in the particular accident.

**5.1.4.** upon the occurrence of a vehicle Theft or Robbery case, to immediately, as soon as possible, take all possible measures so that criminal proceedings regarding the Theft or Robbery of the vehicle is initiated in the country where the event has occurred and international search for the vehicle is immediately announced.

**5.1.5.** when realizing loss or theft, including one involving burglary, of vehicle ignition keys and/or anti-theft systems' control devices, immediately notify BTA thereof, as well as immediately to get the vehicle to a safe place (for instance, guarded garage, fenced and guarded parking lot) and to take care of re-coding the vehicle ignition keys and/or anti-theft systems' control devices, if the aforementioned measures can be performed before vehicle Theft. Burglary, for purposes of these Terms and Conditions, is theft, performed in



a way that third parties illegally enter closed premises leaving clear trace of forced entry – by breaking, damaging obstacles by mechanical means or picking locks;

- 5.1.6.** if the potential Insurance Event has occurred outside the territory of the Republic of Latvia, to submit a document issued by a law enforcement institution of the respective country on the potential Insurance Event to BTA.
- 5.1.7.** immediately, upon BTA's request, according to procedure defined by BTA, to present the damaged vehicle to BTA representative;
- 5.1.8.** immediately, upon BTA's request, to submit a definite form written statement regarding the occurrence of the potential Insured Event providing possibly complete and detailed information about the accident. Also, upon BTA's request, to resubmit a previously given information about the potential Insured Event by phone, at BTA's website, by e-mail or by means of other distance communication, also in writing, i.e., in paper form and signed with own hand, or as an electronic document, signed by a secure electronic signature;
- 5.1.9.** immediately, upon BTA's request, to submit the original copy of the vehicle registration certificate in the case of vehicle Theft or Robbery and in other cases to produce the original copy of the vehicle registration certificate;
- 5.1.10.** in an order defined by BTA, to submit explanation of the Vehicle driver or the Legal User of the Vehicle regarding the accident and, upon the request of BTA, to submit a written (in paper form and signed with own hand, or as an electronic document, signed by a secure electronic signature) summary of the events;
- 5.1.11.** to submit all documents and information requested by BTA that are required to understand the accident circumstances or to determine the loss amount;
- 5.1.12.** upon the occurrence of a potential Insured Event, to not make any repairs to the vehicle prior to the receipt of a respective consent of BTA. A partial repair can be made if the refusal of the immediate repair can increase the losses caused due to the occurrence of the insured risk (for instance, replace tyres or mirrors);
- 5.1.13.** after the repair of the vehicle, upon the request of BTA, to submit the parts damaged and replaced upon the occurrence of the Insured Event;
- 5.1.14.** in the case of vehicle damages or Destruction, if the damaged vehicle is equipped with a tachograph, to submit the tachograph disc or the vehicle driver's card printout from the digital tachograph that has been in the damaged vehicle at the moment of the accident, or the downloaded file from the driver's card, and from the tachograph as necessary.

## **6. INSURANCE INDEMNITY**

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- 6.1.** Insurance Indemnity is paid in accordance with the compensation principle, i.e., it compensates for losses sustained as a result of Insured Event, not exceeding the Market Value, Replacement cost and the maximum Insurance Indemnity amount, specified in these Terms and Conditions or Insurance Contract.
- 6.2.** Estimating the Insurance Indemnity in the case of Theft, Robbery or Destruction of the vehicle:
  - 6.2.1.** The amount of the Insurance Indemnity is calculated in the following way:
    - a)** first, the vehicle's Market Value at the moment of accident is calculated (this does not apply to cases, when the potential Insured Event has occurred in a period, when additional insurance cover "Replacement cost insurance" is provided under the Insurance Contract),
    - b)** Deductible is deducted from the calculated vehicle's Market Value;
    - c)** the yet unpaid part of the Insurance Premium until the end of the Insurance Period is deducted from the calculated amount;
    - d)** the amount calculated in such a way is reduced by the vehicle's residual (salvage) value in the case of vehicle's destruction, when the Insured has made a decision to keep the vehicle's remains in its possession;
  - 6.2.2.** In the event of vehicle Destruction, the Insured is entitled to choose:

- a) to transfer the remains of the Destroyed vehicle as they were at the moment of accident to BTA and re-register the vehicle in favour of BTA or a third party specified by BTA. The Insurance Indemnity is paid after the Insured has performed all activities required to transfer the insured vehicle into the property of BTA or a third party specified by BTA. If the Insured fails to re-register the vehicle remains and transfer them to BTA in due time, then BTA is entitled to leave the vehicle remains to the Insured and deduct the value of the remains from the Insurance Indemnity;

- b) to keep the remains of the destroyed vehicle in his or her possession;

**6.2.3.** In the event of Theft of the vehicle BTA compensates the losses caused as a result of Theft, if the vehicle ignition key, anti-theft system, including installed immobilisers, control devices or the vehicle registration certificate has been stolen from a house or an apartment, or another locked premises (except the vehicle) as a result of an evident Burglary and the vehicle Theft happened immediately after the Theft of the vehicle ignition keys, anti-theft system control devices or the vehicle registration certificate and the Policyholder, Insured, Beneficiary or the Legal User of the Vehicle upon realizing the loss or theft of vehicle ignition key, control devices of anti-theft systems, has been unable to perform the obligations defined in Article 5.1.5 of these Terms and Regulations.

**6.2.4.** BTA, when calculating Insurance Indemnity for vehicle Theft, will apply a 50% Deductible, if the vehicle ignition key, control devices of the anti-theft system, including any additionally installed immobiliser, or the vehicle registration certificate is lost or stolen irrespective of the circumstances and reasons for the loss or theft (except for the case referred to in Article 6.2.3 of these Terms and Conditions) provided that vehicle Theft has occurred immediately after the Theft of vehicle ignition key, control devices of anti-theft systems, or the vehicle registration certificate, and the Policyholder, Insured, Beneficiary or the Legal User of the Vehicle upon realizing the loss or theft of vehicle ignition key, control devices of anti-theft systems, has been unable to perform the obligations defined in Article 5.1.5 of these Terms and Regulations.

Article 6.2.4 shall not apply for cases of Theft, occurring in the territory of the European part of the Russian Federation located to the West of the Ural Mountains, Belarus, Ukraine, Moldova, Turkey, Armenia, Azerbaijan, Georgia, Tajikistan, Kazakhstan.

**6.2.5.** upon occurrence of a case of Theft or Robbery in the territory of the European part of the Russian Federation located to the West of the Ural Mountains, Belarus, Ukraine, Moldova, Turkey, Armenia, Azerbaijan, Georgia, Tajikistan, Kazakhstan, the Deductible shall be double the amount, though not less than 30%;

**6.2.6.** in the case of Theft or Robbery of the vehicle BTA only pays out the Insurance Indemnity after the Insured has carried out all activities required to transfer the vehicle into the property of BTA or a third party specified by BTA in the case when the vehicle is found. All expenses related to the drawing up of respective documents are covered by the Insured;

**6.2.7.** in the case of vehicle Destruction, Theft or Robbery, Insurance Indemnity shall be disbursed in cash. BTA shall be entitled to replace, at its discretion, the stolen or destroyed vehicle with a vehicle of the same make, model, production year and equipment package. In the case of vehicle replacement, the payment of Deductible, the payment of the unpaid part of the Insurance Premium in full, and also, in the case of vehicle Destruction - the value of the vehicle's remains or the fulfilment of the obligation referred to in Article 6.2.2 a), is a precondition for being granted Insurance Indemnity;

**6.2.8.** in case the vehicle is subject to encumbrances or ownership restrictions (unpaid taxes, fees, prohibition by State Revenue Service or customs, pledge, arrest, etc.), then in cases referred to in Article 6.2.2 a) and Article 6.2.6, the Insured is obliged to make all required payments so that the vehicle could be re-registered in favour of BTA or a third party specified thereby, otherwise BTA reduces the Insurance Indemnity by the amount necessary to remove such encumbrances or ownership restrictions;

**6.2.9.** If BTA makes a decision to pay Insurance Indemnity for vehicle Theft or Robbery and the stolen or robbed vehicle is found prior to the payment of Insurance Indemnity, BTA is entitled to fulfil the Insurance Indemnity payment obligation by delivering the found vehicle to the Insured in the condition it was just before the occurrence of the Insured Event. If the found vehicle is damaged, BTA will cover the repair expenses for the

restoring the vehicle to the condition it was just before the Insured Event and expenses for the transportation of the vehicle to a repair service shop. If the found vehicle is not damaged, BTA covers the expenses for the delivery of the vehicle to the place of residence of the Insured specified in the Insurance Contract;

**6.2.10.** In the case of vehicle Destruction, Theft or Robbery, the Value Added Tax (VAT) will be included in the Insurance Indemnity only in the case, if the VAT fully or partially is part of the losses incurred by the Insured as a result of the Insured Event. Upon Insurance Contract conclusion, the Policyholder and BTA may agree that VAT will not be included in the Insurance Indemnity in any case.

**6.2.11.** After the Insurance Indemnity is paid out in a case of the vehicle's Theft, Robbery or Destruction, the Insurance Contract becomes void;

**6.3.** Establishing the Insurance Indemnity in the case of vehicle damage:

**6.3.1.** BTA provides an opportunity to repair the damaged vehicle at a car repair shop approved by BTA, to restore the vehicle to the condition equivalent to the vehicle's condition just before the occurrence of the Insured Event.

**6.3.2.** Upon occurrence of an Insured Event, the Policyholder, the Insured and the Legal User of the Vehicle is obliged to pay the applicable Deductible to the car repair shop in a way specified by BTA or by paying the invoice issued by BTA;

**6.3.3.** The Insured may also repair the vehicle at a car repair shop at its choice, and in this case BTA transfers the Insurance Indemnity to the car repair shop in the amount of its calculated repair work costs, deducting the Deductible, however, in this case the Insurance Indemnity may not exceed the amount of the vehicle repair estimate prepared by the car repair shop selected by BTA, or the amount of Insurance Indemnity calculated in accordance with the Technical Examination Methodology for Compulsory Third Party Liability Insurance of Motor Vehicle Owners, approved by the Motor Insurers' Bureau of Latvia in accordance with the procedure set by the Cabinet of Ministers;

**6.3.4.** If it is agreed upon with the Policyholder upon concluding the Insurance Contract that BTA will also not pay the value added tax (VAT) in the event of the vehicle repair, BTA pays out the Insurance Indemnity in the amount specified in the car repair shop's estimate agreed upon with the car repair shop, deducting the VAT;

**6.3.5.** In the case of Theft of the vehicle's parts or its Extra Equipment, BTA shall reserve the rights to repair the vehicle and install equivalent parts or equipment;

**6.3.6.** If Deductible in the Insurance Contract is determined both in percentage of the loss amount and in terms of money, the highest of these Deductibles is applied.

**6.3.7.** If a second Insured Event is reported during the effective period of the Insurance Contract, for which Insurance Indemnity is calculated, then a Deductible of EUR 140 shall apply for this and subsequent events. In cases when a higher Deductible is established in the Insurance Contract than stipulated in this Article, the Deductible established in the Insurance Contract shall be applied. The case referred to in Article 6.3.9 of these Terms and Conditions shall be ignored when calculating the number of Insured Events occurring during the Insurance Contract's effective period;

**6.3.8.** BTA is entitled to deduct the outstanding share of the Insurance Premium that is to be paid until the expiry of the Insurance Period from the calculated Insurance Premium;

**6.3.9.** Deductible is not deducted if, when paying out the indemnity, BTA is entitled to collect the loss in full from the insurance company registered in the Republic of Latvia or the European Union in accordance with the compulsory third party liability insurance of motor vehicle owners. In the case when BTA, granting indemnity, is entitled to collect the loss in full from an insurance company registered abroad, excluding the European Union, or a third party, the Deductible is deducted until the losses are compensated in full, then it is refunded to the Insured;

**6.3.10.** In case the Insured prefers to receive the Insurance Indemnity in cash, BTA pays the Insurance Indemnity in the amount specified in the repair estimate agreed with the car repair shop, excluding VAT and deducting the Deductible set forth in the Insurance Contract, or BTA pays out the Insurance Indemnity that is calculated in accordance with the Technical Examination Methodology for Compulsory Third Party Liability Insurance

of Motor Vehicle Owners approved by the Motor Insurers' Bureau of Latvia in accordance with the procedure set by the Cabinet of Ministers that is in affect at the moment of the occurrence of the Insured Event, excluding VAT and deducting the Deductible set forth in the Insurance Contract;

- 6.3.11.** When calculating Insurance Indemnity for Extra Equipment Theft, Robbery, Destruction, or damages, the damages Deductible shall be applied. Insurance Indemnity will be calculated in accordance with the principle of compensation and may not exceed Market Value.

#### **6.4. Payment of Insurance Indemnity:**

- 6.4.1. In the case of vehicle damage** BTA makes a decision to grant or reject in payment of Insurance Indemnity within 5 business days after since the day of receipt of all the required documents confirming the occurrence of the Insured Event and the amount of the incurred losses;
- 6.4.2. In the case of vehicle Theft or Robbery** BTA makes a decision to grant or reject in payment of Insurance Indemnity within 30 business days after the day of receipt of all the required documents confirming the occurrence of the Insured Event and the amount of the incurred losses;
- 6.4.3.** BTA shall be entitled to notify about the decision made regarding granting or rejection of Insurance Indemnity also by electronic means, using the electronic mail address of the Policyholder or the Beneficiary, specified in the Insurance Contract or provided to BTA during the effective period of the Insurance Contract. BTA shall be entitled to amend a decision of rejection in Insurance Indemnity, if established that not all the reasons for making such a decision have been accounted in the decision;
- 6.4.4.** Insurance Indemnity shall be disbursed in the currency specified in the Insurance Contract. In case the Insured prefers the Insurance Indemnity to be disbursed in another currency, then the calculated Insurance Indemnity amount will be converted into the currency selected by the Insured according to the official exchange rate established by the European Central Bank on the day of making the decision of Insurance Indemnity payment;
- 6.4.5.** In case BTA is or will be unable to make a recourse claim by subrogation due to the Policyholder's malicious intent or fault, which in terms of reimbursement for losses and other civil liability consequences is considered malicious intent, BTA may opt for not paying the Insurance Indemnity in the amount for which a claim is not or will not be possible to be brought, or, if Insurance Indemnity has already been disbursed, demand its refund from the Insured.
- 6.4.6.** Insurance Indemnity will be disbursed to the Beneficiary in the case, when the Policyholder is the Insured at the same time and all the terms for being granted Insurance Indemnity under the Insurance Contract Law are met.

#### **7. VALIDITY OF THE CONTRACT AND ITS TERMINATION PROCEDURE**

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- 7.1.** The Insurance Contract takes effect on the first day of the Insurance Period provided that the Insurance Premium or its first instalment, if the Insurance Contract provides for the Insurance Premium payment be made by instalments, is paid within the time limit and in the amount indicated in the Insurance Contract.
- 7.2.** If the Insurance Premium or its first instalment is paid after the date specified in the Insurance Contract, BTA shall be entitled, within the time limit defined in the Insurance Contract Law, to make a decision on not accepting the Insurance Premium payment, and the Insurance Contract not taking effect, refunding the paid Insurance Premium to the Policyholder.
- 7.3.** The Policyholder is obliged to make the regular Insurance Premium instalment payment within the time limits and in the amounts set forth in the Insurance Contract. If the Insurance Premium payment is not complete on the date specified in the Insurance Contract, BTA is entitled to terminate the Insurance Contract in accordance with the procedure prescribed by the Insurance Contract Law.
- 7.4.** When paying the Insurance Premium by bank transfer, it is considered paid at the moment it is transferred into the BTA bank account or the bank account of the insurance intermediary who is unequivocally authorised to collect Insurance Premiums from the Policyholder.
- 7.5.** In the case of a change of the vehicle owner or the lessee (holder) specified in the vehicle registration certificate, the Insurance Contract is considered invalid from the moment of respective changes, except for when the vehicle becomes the property of the Policyholder or the lessee (holder) specified in the Insurance Contract and when the

vehicle becomes the property of the legal entity to whom it was pledged and the former owner of the vehicle becomes the holder of the vehicle.

- 7.6.** From the moment of the vehicle ownership change until the expiry date of the Insurance Period, the Policyholder is entitled to notify BTA of a change of vehicle owner and to request BTA refund the part of the Insurance Premium or to transfer it for the payment of another BTA Insurance Contract in accordance with Article 7.8 of these Terms and Conditions.
- 7.7.** The Insurance Contract shall be considered invalid if the insured vehicle was announced in search in any country at the moment of the Insurance Contract conclusion or during its effective period.
- 7.8.** Either of the parties shall be entitled to terminate the Insurance Contract at any time by giving the other party a written notice 15 calendar days prior. In such a case:
- 7.8.1.** If the Insurance Indemnity has not been paid during the validity period of the Insurance Contract or no Insurance claim has been submitted regarding a potential Insured Event, BTA refunds to the Policyholder the part of the paid Insurance Premium for each full calendar day remaining until the expiry of the Insurance Contract deducting the administrative expenses related to the conclusion of the Insurance Contract amounting to 15% (fifteen percent) of the remaining Insurance Premium, though not more than from Insurance Premium for one year;
- 7.8.2.** If the Insurance Indemnity has been paid during the effective period of the Insurance Contract or an Insurance claim has been submitted regarding a potential Insured Event, BTA refunds to the Policyholder the difference between the Insurance Premium amount paid to BTA that corresponds to the full calendar days remaining until the expiry of the Insurance Contract and the disbursed Insurance Indemnity amount deducting the administrative expenses related to the conclusion of the Insurance Contract amounting to 15% (fifteen percent) of the remaining Insurance Premium, though not more than from Insurance Premium for one year;
- 7.8.3.** When calculating the part of the Insurance Premium to be refunded BTA administrative expenses are not deducted in the case when part of the Insurance Premium is used to pay for another BTA Insurance Contract.

## **8. CONCLUSION OF INSURANCE CONTRACT BY MEANS OF DISTANCE COMMUNICATION**

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- 8.1.** Insurance Contract can be concluded by means of distance communication, i.e., by means of post, internet, electronic mail, telephone or other means of information exchange.
- 8.2.** When Insurance Contract is concluded by a Policyholder, who is a consumer, then such Insurance Contract shall be subject to Distance Contract Terms, which are publicly available on BTA's website [www.bta.lv](http://www.bta.lv). Distance Contract Terms, inter alia, describes the procedure of exercising the withdrawal rights, i.e., the rights to withdraw from the concluded Insurance Contract, including available application form, which can be used for exercising the withdrawal rights.
- Consumer is a natural person, concluding an Insurance Contract for a purpose unrelated to its business or professional activity.

## **9. PERSONAL DATA PROCESSING**

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- 9.1.** BTA, as the personal data controller, processes personal data of natural persons in compliance with personal data processing requirements defined in the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and other regulatory enactments. The principles of processing of personal data conducted by BTA are published on BTA's website [www.bta.lv](http://www.bta.lv).

## **10. OTHER PROVISIONS**

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- 10.1.** Procedure how BTA handles a complaint for being dissatisfied with Insurance Contract or insurance services submitted by the submitter of insurance application, the Policyholder, the Insured, the Beneficiary and another person entitled to claim Insurance Indemnity, is publicly available on BTA's website [www.bta.lv](http://www.bta.lv).
- 10.2.** 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 the Policyholder, the Insured or the Beneficiary, BTA shall immediately inform thereof by publishing this information on its website [www.bta.lv](http://www.bta.lv).
- 10.3.** Upon a request of the Policyholder, the Insured or the Beneficiary or another person entitled to claim insurance indemnity, BTA shall furnish its notifications, requests and information, provided by means of the website,

permanent information carrier or other means of distance communication, to the requester in writing and free of charge.

- 10.4.** All disputes arising between the parties of the Insurance Contract shall be settled by means of negotiations. If mutual agreement cannot be 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 effective regulatory enactments of the Republic of Latvia, unless BTA and the Policyholder have agreed upon another dispute settlement procedure in the Insurance Contract.
- 10.5.** The contractual relationship ensuing from the Insurance Contracts entered into in accordance with these Terms and Conditions are governed by the regulatory enactments of the Republic of Latvia.
- 10.6.** These Terms and Conditions shall apply to Insurance Contracts concluded as of 3 June 2019, unless parties have agreed otherwise in the Insurance Contract.