

# MOD INSURANCE SUBSCRIPTION TERMS AND CONDITIONS

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Translation. The text in Latvian prevails over the translation

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## 1. TERMS USED IN TERMS AND CONDITIONS

**BTA** – BTA Baltic Insurance Company AAS, reg. No. 40103840140.

**MOD contract** – land motor vehicle insurance contract (policy).

**Policyholder** – natural person or legal entity that concludes insurance contracts (policies) in accordance with the Terms and Conditions.

## 2. PURPOSE

To ensure continuous conclusion of MOD contracts.

## 3. VALIDITY OF INSURANCE SUBSCRIPTIONS

**3.1.** Insurance subscription shall come to effect as of the moment, when Policyholder and BTA agreed on conclusion of insurance contract, having applied Insurance Subscription Terms and Conditions, and Policyholder gave his/her consent to conclude MOD contract in accordance with Insurance Subscription Terms and Conditions, and paid the insurance premium (or the first instalment thereof, if insurance premium payment is envisaged in instalments) according to the amount and term specified in the MOD contract.

**3.2.** 3.2. Insurance subscription shall be terminated:

**3.2.1.** at the same time as of MOD contract termination, incl. in case the insurance premium is not paid;

**3.2.2.** at the same time as of the last day of MOD contract, if the insured risk probability changed (increased or decreased);

**3.2.3.** If Policyholder informed BTA in writing, by calling BTA Customer Support Service telephone 26121212 or via the Portal My BTA bta.lv/en/my-insurances that Policyholder is unwilling to continue insurance subscription. Such being the case insurance subscription shall be terminated as of the date indicated by the Policyholder, however, no sooner than as of the day when the Policyholder's application was received.

**3.3.** Upon termination of insurance subscription, the effective MOD contract in the framework of insurance subscription shall remain effective until the end of the contract's validity period, except for the occasion mentioned in article 3.2.1.

## 4. CONCLUSION OF INSURANCE CONTRACTS

**4.1.** MOD contract shall be concluded in accordance with the effective BTA Land motor vehicle insurance terms and conditions effective at the moment of the MOD contract conclusion. Insurance terms and conditions are specified in the MOD contract.

**4.2.** In the framework of insurance subscription subsequent MOD contracts shall be concluded with the insurance period of 12 months.

**4.3.** MOD contract for the subsequent insurance period shall be concluded in accordance with the same insurance terms and conditions, including the amount of insurance premium, as under the preceding MOD contract up to the moment, until any of the occasions mentioned in articles 4.4 or 4.5 of the Terms and Conditions will have occurred.

- 4.4.** An opportunity will be offered to the Policyholder to conclude MOD contract in accordance with the terms and conditions different from the ones of the preceding insurance contract, if the insured risk probability changed (increased or decreased), incl. if the application of the vehicle specified in the preceding MOD contract has changed.
- 4.5.** BTA is entitled to change the amount of MOD contract insurance premium after continuous insurance subscription of 12 months.
- 4.6.** 4.6. Upon occasions mentioned in articles 4.4 and 4.5:
- 4.6.1.** BTA no later than within 15 days prior to expiry date of the preceding MOD contract shall inform Policyholder on MOD contract terms and conditions of the subsequent insurance period;
- 4.6.2.** if Policyholder is unwilling to continue insurance subscription in accordance with MOD contract terms and conditions offered by BTA, Policyholder shall inform BTA thereupon according to the option envisaged by the insurance offer or in any other way in writing, incl. by e-mail, by calling BTA Customer Support Service telephone 26121212 or via the Portal My BTA - [bta.lv/en/my-insurances](http://bta.lv/en/my-insurances).
- 4.7.** MOD contract shall be concluded if Policyholder has given consent to conclude MOD contract in accordance with the terms and conditions offered, has paid the insurance premium according to the amount and payment term specified in the MOD contract.
- 4.8.** Concluded MOD contracts shall be sent to the Policyholder to the e-mail specified by the Policyholder or shall be available in the Portal My BTA - [bta.lv/en/my-insurances](http://bta.lv/en/my-insurances).
- 4.9.** MOD contract may be subjected to early termination upon occasions and according to the procedure envisaged by the MOD contract.

## **5. INSURANCE PREMIUM**

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- 5.1.** Insurance premium under MOD contract shall be paid upon performance of insurance premium payment once a month.

## **6. PERSONAL DATA PROCESSING**

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- 6.1.** 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.
- 6.2.** Principles of personal data processing performed by BTA are published in BTA Privacy Policy on BTA website [www.bta.lv](http://www.bta.lv).

## **7. DISPUTE AND COMPLAINT SETTLEMENT PROCEDURE**

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- 7.1.** Procedure, according to the which BTA shall settle complaints on dissatisfaction with the insurance contract or insurance service, submitted by the insurance application author, Policyholder, Insured, Beneficiary, Third Party or any other person entitled to claim the insurance indemnity, are published and available on BTA website [www.bta.lv](http://www.bta.lv).
- 7.2.** All disputes arising between BTA and the Policyholder in regard to the Terms and Conditions shall be resolved by means of negotiations. In case no agreement is reached, the dispute shall be submitted for resolution in the court according to the procedure envisaged in the Republic of Latvia and having applied the regulatory enactments effective in the Republic of Latvia.