

# GENERAL INSURANCE TERMS AND CONDITIONS No. 4



## APPROVED

by BTA Baltic Insurance Company AAS

Management Board Decision No. LVB1\_0002/02-03-03-2019-25 of 26.02.2019.

Effective as of 18 March 2019.

These terms and conditions shall apply to the insurance contracts in types of insurance against losses and personal insurance having reference to the General Insurance Terms and Conditions.

## 1. Terms Used in the Insurance Contract

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

**1.2. Policyholder** - person concluding insurance contract for the benefit of itself or another person.

**1.3. Insured** - person having an interest to be insured, and in favour of whom the insurance contract has been concluded:

a) in insurance against losses - a person indicated in the insurance contract, or a person identifiable according to the insurance contract, who incurs losses upon occurrence of an insured event and which insurance indemnity is payable to.

b) insurance of persons - a person indicated in the insurance contract, or a person identifiable according to the insurance contract, whose life, health or physical condition is insured in accordance with the insurance contract.

**1.4. Beneficiary** – person, indicated in the insurance contract and to which insurance indemnity or a part of it shall be payable in cases defined in the insurance contract.

### 1.5. Insurance Object:

a) in insurance against losses – material values or interests specified in the insurance contract;

b) in the insurance of persons – life, health or physical condition of the Insured.

**1.6. Insurance Application** – a document of a certain form, defined by BTA, or any other information, which the Policyholder submits to BTA in order to indicate the insurance object, facts and circumstances required for signing an insurance contract.

If insurance application of a certain form, defined by BTA, has not been submitted, then the information provided in the insurance contract on the insurance object, the Policyholder, the Insured and the Beneficiary shall be considered to have been submitted by the Policyholder.

Acceptance of the insurance application shall not obligate BTA to conclude an insurance contract.

**1.7. Insurance Contract** - an agreement between BTA and the Policyholder according to which the Policyholder undertakes to pay the insurance premium in the manner, time and to the amount specified in the insurance contract, as well as to fulfil all other obligations under the insurance contract; in turn, BTA undertakes, upon occurrence of an insured event, to pay insurance indemnity in compliance with the insurance contract terms, as well as to comply with other commitments under the contract. Constituents of the insurance contract are these terms and conditions, when the insurance policy states that they apply to the insurance contract, the special terms and conditions for the particular insurance type, insurance policy, annexes and amendments to the insurance policy.

**1.8. Insurance Policy** - confirmation of the fact of insurance contract conclusion, which includes the terms and conditions of the insurance contract which the Policyholder and BTA have agreed upon, as well as the information provided by the Policyholder about the insurance object, the Policyholder, the Insured and the Beneficiary. Absence of parties' signatures on the insurance policy shall not affect the validity of the insurance contract.

**1.9. Sum insured** – limit of BTA's liability in pecuniary terms, defined in the insurance contract, or terms of the limit's calculation.

**1.10. Under-insurance** - a situation in insurance against losses, where the sum insured under one or more than one insurance contracts with respect to the same insured risk is lower than the value of the insurance object. In such case, the insurance indemnity is calculated as the proportion between the sum insured and value of the insurance object just before the occurrence of the insurable event, unless specified otherwise in the insurance contract. A deductible is withheld from the indemnity to be paid out.

**1.11. Over-insurance** - a situation in insurance against losses, where the sum insured under one or more than one insurance contracts with respect to the same insured risk exceeds the value of the insurance object. In such an event, the insurance indemnity is paid out in accordance with the compensation principle, i.e., not exceeding the amount of losses and reducing it by the amount of deductible.

- 1.12. Deductible** – the amount of losses indicated in the insurance contract not reimbursed by BTA. The deductible may be determined as a fixed amount of money, percentage of the amount of losses caused as a result of insured event or percentage of the sum insured. When there are several types of deductibles specified in the insurance contract for one insured risk, the largest of them shall always be applied.
- 1.13. Insurance Premium** – the payment for the insurance specified in the insurance contract.
- 1.14. Insured Event** – an event related through causal relationship to the insurance risk, with insurance indemnity provided upon its future occurrence, in compliance with the terms and conditions of the insurance contract.
- 1.15. Insured Risk** – an event stipulated in the insurance contract, the occurrence of which is possible in the future beyond the will of the Insured.
- 1.16. Insurance Indemnity** – the amount to be paid for the insured event or the services to be rendered in accordance with the concluded insurance contract.
- 1.17. Compensation principle** – insurance principle, according to which insurance indemnity is calculated on the basis of the amount of loss sustained in an insured event.
- 1.18. Insurance period** – the period of time, for which insurance premium is paid according to insurance contract, and during which insurance protection is in effect.
- 1.19. Insurance against losses** – insurance, where material values or interests are insured, and the size of payable insurance indemnity depends the amount of losses incurred by the insurer.
- 1.20. Insurance of persons** – insurance of life, health or physical condition of a natural person.
- 1.21. Insurable interest** – the interest of the Insured not to incur losses upon occurrence of the insured risk.

## **2. INSURANCE COVER: TAKING EFFECT AND VALIDITY**

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- 2.1.** Within this Section the term 'insurance premium' shall denote:
- 2.1.1.** insurance premium, when the insurance premium is required to be paid in one instalment;
  - 2.1.2.** the first instalment of the insurance premium, if the insurance premium is to be paid in instalments.
- 2.2.** Insurance protection takes effect at 00:00 on the first day of the insurance period indicated in the insurance contract, but no sooner than the insurance premium is paid, except for the case specified in Article 2.3 of these terms and conditions.
- 2.3.** If parties have agreed upon in the insurance contract that the insurance premium is to be paid after the beginning of the insurance period specified in the insurance contract, the insurance protection comes into force at 00:00 on the first day of the insurance period provided that the Policyholder pays the insurance premium within the time limits and in the amount specified in the insurance contract.
- 2.4.** If the insurance premium is paid after the payment date indicated in the insurance contract:
- 2.4.1.** and the insured risk has not occurred until the insurance premium payment day, then BTA is entitled to make one of the following decisions:
    - a) to accept the insurance premium paid with delay and in such a case the insurance contract and insurance protection shall come to effect as of the first day of the insurance period. No specific notification about such BTA's decision shall be sent to the Policyholder.
    - b) to reject the insurance premium paid with delay and in such a case the insurance contract and insurance protection shall not have come to effect. BTA will send a notification about such BTA's decision to the Policyholder and refund the insurance premium paid with delay to the Policyholder.
  - 2.4.2.** and the insurance premium has been paid later than on the day before the occurrence of the insured risk, then the insurance contract and insurance protection shall not have come to effect. In this case, BTA will send to the Policyholder a notification about the insurance contract being invalid and refund the insurance premium paid with delay, although the fact whether the aforementioned notification has or has not been sent and whether the insurance premium has or has not been refunded within the defined term shall not be decisive factors regarding the invalidity of the insurance contract.
- 2.5.** The insurance contract shall be in effect until 24:00 of the last day of the insurance period indicated in the insurance contract, unless it is terminated before its expiry or due to other reasons upon agreement between the Policyholder and BTA.

## **3. INSURANCE PREMIUM PAYMENT PROCEDURE**

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- 3.1.** The Policyholder shall pay the insurance premium within the time limits and in the amount specified in the insurance contract.
- 3.2.** The insurance premium shall be considered paid:
- 3.2.1.** when the insurance premium is paid in cash – at the moment, when the Policyholder has paid the respective amount of cash to BTA, which is supported by payment documentation;
  - 3.2.2.** when the insurance premium is paid by a bank transfer – at the moment, when BTA has received the payment at the account specified by BTA;
  - 3.2.3.** if the insurance premium is paid to an insurance intermediary expressly authorised by BTA to collect the insurance premium – at the moment the Policyholder has paid the respective amount of cash to the

insurance intermediary, which is supported by a payment documentation, or at the moment, when the insurance intermediary has received the payment at the account specified by it.

- 3.3.** If the Policyholder fails to pay the insurance premium within the time limit set forth in the insurance contract, BTA will be entitled to request and the Policyholder shall be obliged to pay BTA a penalty of 0.1 % (zero point one per cent) of the outstanding amount for each day of delay. However, the total amount of the penalty may not exceed 10 % (ten per cent) of the outstanding insurance premium amount.

#### **4. OBLIGATION TO PROVIDE INFORMATION**

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- 4.1.** Prior to insurance contract conclusion, the Policyholder and the Insured are obliged to provide BTA with complete and truthful information about the insurance object and other information requested by BTA, as it is important in evaluation of the probability of occurrence of the insured risk.
- 4.2.** When insurance contract regarding insurance of the same insurance object is concluded repeatedly immediately following the previous insurance contract and, the Policyholder or the Insured, when concluding the repeated insurance contract, do not specify that the information provided upon conclusion of the previous insurance contract has changed, BTA will assume that the previously provided information has not changed.
- 4.3.** If the Policyholder or the Insured have not provided the requested information to BTA or have provided an incomplete or untrue information:
- 4.3.1.** through minor negligence, then BTA is entitled to propose to the Policyholder making amendments to the insurance contract, to include increasing the size of insurance premium. In case the Policyholder does not agree to the proposed amendments to the insurance contract within the term on the proposal, the insurance contract shall be considered terminated as of the moment, when the proposal's term expires, unless stated otherwise in BTA's proposal;
- 4.3.2.** through gross negligence, the insurance contract shall be invalid since the moment of conclusion, and BTA will not refund the paid insurance premium.
- 4.4.** The Policyholder and the Insured shall immediately, as soon as possible, notify BTA, in case the information, provided prior to insurance contract conclusion, has changed during the effective period of the insurance contract.
- 4.5.** When receiving information about changes in the information, provided prior to insurance contract conclusion from the Policyholder or the Insured, BTA shall make an assessment, whether the changes have affected the probability of the occurrence of the insured risk, and:
- 4.5.1.** propose to the Policyholder making amendments to the insurance contract. In case the Policyholder does not agree to the amendments to the insurance contract proposed by BTA within the term on the proposal, the insurance contract shall be considered terminated as of the moment, when the proposal's term expires, unless stated otherwise in BTA's proposal;
- 4.5.2.** terminate the insurance contract, notifying the Policyholder thereof, when the changes in the provided information have affected the probability of the occurrence of the insured risk to the extent that, if having known this information at the moment of insurance contract conclusion, BTA would not have concluded the insurance contract.
- 4.6.** If the Policyholder or the Insured have failed to notify BTA of the changes in the information, provided prior to insurance contract conclusion:
- 4.6.1.** through malicious intent or gross negligence, BTA will have the rights not to pay insurance indemnity, immediately terminate the insurance contract, without refunding the paid insurance premium;
- 4.6.2.** because information regarding changes in the information provided prior to insurance contract conclusion has become known only upon occurrence of the insured risk and the Policyholder and the Insured have been previously unaware of it, then:
- a) BTA will pay insurance indemnity, and without exceeding the amount of the pie paid insurance premium, if BTA is able to prove that, having known the actual circumstances, it would not have concluded the insurance contract;
- b) BTA proposes making amendments to the insurance contract or terminates the insurance contract depending on how much the disclosed actual circumstances increase the probability of occurrence of the insured risk.

#### **5. Conclusion of Insurance Contracts by Means of Distance Communication**

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- 5.1.** 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.
- 5.2.** 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.

## **6. Insurance Contract Termination**

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- 6.1.** Insurance contract shall expire at 24:00 on the last day of the insurance period.
- 6.2.** The Policyholder is entitled to terminate the insurance contract at any time by submitting a notification to BTA 15 (fifteen) calendar days in advance. The insurance contract will be terminated on the day indicated in the notification, but no sooner than on the day the notification is received, and:
- 6.2.1.** if, during the effective period of the insurance contract, no insurance indemnity has been paid and no claim regarding a potential insured event has been submitted, then BTA will refund to the Policyholder the part of the paid insurance premium for each day remaining until the expiry of the insurance contract, deducting the BTA expenses related to the conclusion of the insurance contract of 15 % (fifteen per cent) of the unused insurance premium, i.e., of the part of insurance premium corresponding the unused effective period of the insurance contract, though, of no more than insurance premium for one year, unless agreed otherwise by the parties;
- 6.2.2.** if, during the effective period of the insurance contract, insurance indemnity has been paid or a claim regarding a potential insured event has been submitted, then BTA will refund to the Policyholder the difference, when there is one, between the amount of the insurance premium paid to BTA, corresponding the number of days remaining until the expiry of the insurance contract, and the amount of the disbursed insurance indemnity, deducting the BTA expenses related to the conclusion of the insurance contract of 15 % (fifteen per cent) of the unused insurance premium, i.e., of the part of insurance premium corresponding the unused effective period of the insurance contract, though, of no more than insurance premium for one year, unless agreed otherwise by the parties.
- 6.3.** If the current instalment of the insurance premium payment has not been paid in full on the date specified in the insurance contract, BTA is entitled to terminate the insurance contract by notifying thereof in advance. Consequences that follow in case of failure to make a timely payment of the insurance premium, when not spilt in instalment payments, or its first part, have been specified in these Terms and Conditions section "Insurance cover: taking effect and validity".
- 6.4.** BTA is entitled to terminate the insurance contract as of the moment of insured risk occurrence without paying insurance indemnity and without refunding the paid insurance premium, when the Policyholder, the Insured or the Beneficiary, with a malicious intent or through gross negligence:
- a) has carried out activities or has failed to act, thus increasing the probability of the occurrence of the insured risk;
  - b) has failed to notify BTA immediately, as soon as possible, of occurrence of the insured risk, has not performed all the reasonably feasible measures to reduce losses or has not followed BTA's instructions, if such were provided;
  - c) at BTA's request has not furnished an opportunity to establish and evaluate the amount of losses, circumstances of their occurrence; at BTA's request has not submitted all the documents at its disposal and truthful information, characterizing the occurrence of the insured risk and the losses caused by it, or performed other duties defined in the Insurance contract after occurrence of the insured risk.
- 6.5.** If the insured risk has occurred through malicious intent or gross negligence of the Policyholder, the Insured or the Beneficiary, then the insurance contract shall be regarded as terminated as of the moment of insured risk occurrence. In such an event, BTA shall not pay the insurance indemnity and shall not refund the paid insurance premium. When more than one Insured or Beneficiary has been insured by one insurance contract, the insurance contract shall remain in effect with respect to the other Insureds and Beneficiaries, which are not at fault for the occurrence of the insured risk, when it is feasible to keep the insurance contract effective.
- 6.6.** Both the Policyholder and BTA are entitled to terminate the insurance contract after disbursement of insurance indemnity, by sending a prior notice thereof. In this case, BTA will refund to the Policyholder the part of the insurance premium, the size of which is determined by subtracting from the paid insurance premium the insurance indemnity, the part of the insurance premium for the elapsed period of the insurance contract and BTA's expenses related to conclusion of the insurance contract of 15% (fifteen per cent) of the unused insurance premium, i.e., of the part of insurance premium corresponding the unused effective period of the insurance contract, though, of no more than insurance premium for one year, unless agreed otherwise by the parties.
- 6.7.** BTA and the Policyholder are entitled to agree upon termination of the insurance contract without a consent of the Insured and the Beneficiary, except for cases, when:
- a) established otherwise in the insurance contract;
  - b) the insured event has occurred and a result of termination of the insurance contract BTA would be released from the duty of insurance indemnity payment.

**6.8.** Insurance contract may be terminated prior to its expiry also in other cases defined in the Insurance Contract Law of the Republic of Latvia.

## **7. General Exceptions**

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**7.1.** Unless otherwise defined in the insurance contract, BTA shall not pay out the insurance indemnity if the occurrence of the insured risk is directly or indirectly caused by:

**7.1.1.** malicious intent or gross negligence of the Policyholder, the Insured, the Beneficiary;

**7.1.2.** 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;

**7.1.3.** direct or indirect impact of nuclear explosion, nuclear energy or radioactive substances, direct or indirect radioactive pollution;

**7.1.4.** an act of terror (an act that is expressed as using power and violence, or threats to use them by any third party or group of persons who act in solitude or in relation to any organisation or government, or on behalf thereof, which are carried out due to political, religious, ideological or ethnic reasons and which include the intention of affecting the government or to put the public or any part of it in danger); the losses incurred due to the prevention measures against acts of terror are not compensated either;

**7.1.5.** 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.

**7.2.** 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.

## **8. Measures to be Taken upon Occurrence of the Insured Risk**

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**8.1.** As a precondition for receiving the insurance indemnity, upon establishing the occurrence of the insured risk, the Policyholder, the Insured and the Beneficiary are obliged to:

**8.1.1.** immediately, as soon as possible, inform BTA thereof in a way and form determined by BTA;

**8.1.2.** immediately inform the state authorities whose competence is to investigate a respective event or provide rescue services in the way and form determined by BTA (e.g. Fire Rescue Service, State Police, Road Police, etc.);

**8.1.3.** take all measures in order to prevent or reduce further damages, as well as comply with BTA instructions as regards reducing the damage caused by occurrence of the insured risk;

**8.1.4.** immediately ensure the possibility for BTA to inspect the place of a potential insured event, carry out examinations and interview witnesses so that BTA could determine the causes of the damage and its scope;

**8.1.5.** to leave the scene untouched until a representative of BTA arrives and draws up an inspection report except for the event referred to in Article 8.1.6 of these Terms and Conditions;

**8.1.6.** if the insurance object cannot be preserved without changing its condition after the accident due to the fulfilment of the obligations referred to in Article 8.1.3 of these Terms and Conditions or other legal and justified reasons, to ensure that the pictures of the damaged insurance property are taken as soon as possible or the damaged insurance object is filmed so that its damages are registered and submit the pictures or the video recording to BTA by e-mail [atlidziba@bta.lv](mailto:atlidziba@bta.lv) or in another way approved by BTA;

**8.1.7.** submit all information and documents requested by BTA, including those containing commercial secrets, or health data of a physical person, if they are available to the Policyholder, the Insured or the Beneficiary, so that BTA can determine the causes of the possible insurable event and the amount of damage.

**8.2.** Instructions regarding the activities to be carried out upon occurrence of the insured risk, the Policyholder, the Insured and the Beneficiary may receive by calling the BTA Customer Support Service hotline at (+371) 26121212. Accurate fulfilment of these instructions is a precondition for receiving an insurance indemnity.

## **9. DECISION MAKING ON GRANTING INSURANCE INDEMNITY AND PAYMENT OF INDEMNITY**

**9.1.** No later than within 15 (fifteen) calendar days since the receipt of all documents requested by BTA that are required for investigating the causes of the potential insured event and measuring the amount of losses, BTA shall make a decision on granting insurance indemnity or rejecting its payment.

**9.2.** Insurance indemnity shall be paid to the Beneficiary in the case when the Policyholder is at the same time the Insured and all the provisions defined in the Insurance Contract Law for being granted insurance indemnity.

**9.3.** If theft or robbery of the insurance object has taken place, whereby the insurance indemnity is paid and then the insurance object is found, then BTA shall be entitled to request and be refunded the disbursed insurance indemnity or to acquire the property rights to the insurance object. If BTA has made a decision not to keep the found insurance object, but the found insurance object is damaged, then, when refunding the received insurance indemnity to BTA, the Insured shall deduct the expenses necessary for the repair of the found damaged insurance object in the amount agreed upon with BTA.

**9.4.** In case of a dispute regarding the amount of the insurance indemnity to be paid out, BTA may disburse a part of the insurance indemnity regarding which there is no dispute.

**9.5.** BTA is entitled:

**9.5.1.** to pay the insurance indemnity in cash;

**9.5.2.** to carry out the repair of the damaged insurance object;

**9.5.3.** if BTA acknowledges the insurance object as perished, BTA, at its own discretion, will:

a) replace the damaged insurance object with an equivalent object and collect the remains of the insurance object;

b) disburse an insurance indemnity of the size of the insurance object's worth and collect the remains of the insurance object;

c) disburse an insurance indemnity of the size of the difference between the insurance object's value before and after the insured event, without collecting the remains of the insurance object.

**9.6.** In case BTA is or will be unable to make a recourse claim by subrogation due to malicious intent or gross negligence of the Policyholder, 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.

**9.7.** If payment of the insurance indemnity is delayed due to the fault of BTA, BTA shall pay a penalty of 0.1% (zero point one per cent) of the outstanding insurance indemnity amount for each day of delay; however, the total amount of the penalty may not exceed 10% (ten per cent) of the outstanding insurance indemnity amount.

**9.8.** At the request of the person entitled to claim insurance indemnity, BTA will enable this person to study the documents, based on which BTA had made the decision of insurance indemnity payment or rejection, or issue copies of the documents for a fee not exceeding the costs of producing the document copies.

BTA will enable this person, entitled to claim insurance indemnity, to study the documents or issue copies of the documents, if:

a) BTA has submitted documents to law enforcement institutions for criminal investigation of the insured risk occurrence circumstances;

b) the documents contain a trade secret of another person or personal data, which the person entitled to claim insurance indemnity is not entitled to obtain.

## **10. Complaint Handling and Dispute Settlement Procedure**

**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.** 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.

## **11. Processing of Personal Data**

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**11.1.** BTA, as the personal data controller under, 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).

## **12. SUBROGATION RIGHTS**

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**12.1.** If BTA has paid insurance indemnity, then BTA through subrogation will take over the rights to lay claim for the amount disbursed against the person liable for losses.

**12.2.** When the insurance indemnity paid by BTA covers only a part of the inflicted losses and BTA brings a subrogation claim within a year's time since the moment of insurance indemnity payment, then BTA shall notify thereof the Insured, who may place his claim as a co-plaintiff or place his own claim.

**12.3.** BTA shall not, by exercising the right of subrogation, make claim against the Insured's children, parents or spouse. Exception is such insurance cases, when the one at fault has caused them with a malicious intent or through gross negligence.

## **13. Confidentiality**

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**13.1.** 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.

## **14. OTHER PROVISIONS**

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**14.1.** BTA as well as the Policyholder, the Insured and the Beneficiary shall make the insurance contract related notifications, requests and information in writing or by means of a permanent information carrier or means of distance communication upon the use of which the parties have agreed upon in the insurance contract.

**14.2.** 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).

**14.3.** 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.

**14.4.** The contractual relationships under the insurance contracts are governed by regulatory enactments of the Republic of Latvia.

**14.5.** In case any contradiction is found between these Terms and Conditions and the terms and conditions of a respective type of insurance, the terms and conditions of the respective type of insurance shall be binding upon the parties.

In case of any contradiction between the terms and conditions of a respective type of insurance and terms and conditions of the insurance contract, the terms and conditions of the insurance contract shall be binding upon the parties.

**14.6.** If there is any contradiction between the text of these Terms and Conditions in Latvian and the its translation in any other foreign language, the text of these Terms and Conditions in Latvian shall be of priority and be binding upon the parties.

**14.7.** If there is any contradiction between the text of the terms and conditions of a respective type of insurance in Latvian and its translation in any other foreign language, the text of the terms and conditions of a respective type of insurance in Latvian shall be of priority and be binding upon the parties.

**14.8.** These terms and conditions are published on BTA's website [www.bta.lv](http://www.bta.lv).

**14.9.** These terms and conditions shall apply to the insurance contracts of insurance against losses and personal insurance, concluded as of 18 March 2019.