



ROAD HAULIERS' THIRD-PARTY LIABILITY INSURANCE

Terms and Conditions No. 1303.P1
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bta
VIENNA INSURANCE GROUP

BTA Baltic Insurance Company AAS shall conclude Road Hauliers' third-party liability insurance contracts in accordance with these Terms and Conditions.

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1. TERMS USED IN THE TERMS AND CONDITIONS

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

Cabotage carriage of cargo – short-term local commercial carriage of cargo performed in another country, which is not the country of registration of the Insured, without registration of a company, branch office or representation therein.

Cargo – movable goods, accepted for carriage by the Insured and delivery to the Consignee by means of a Vehicle based on a written contract or any other legal framework concluded in writing.

Cargo carriage services – services, provided by the Insured to the Consignor and which are related to delivery of Cargo to the Consignee, in the result of which Cargo is delivered from the Cargo consignment location (address, whereat Cargo is loaded to the road haulier's Vehicle) to the Cargo delivery location (address, indicated in Cargo carriage documents and whereat the Cargo is handed over to Consignee).

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

CMR Convention – Convention on the Contract for the International Carriage of Goods by Road (CMR) signed in 19 May 1956 in Geneva and Protocol to the Convention on the Contract for the International Carriage of Goods by Road (CMR) of 5 July 1978.

Co-Insured - a person specified in the Insurance Contract in addition to the Insured, whose third-party liability is co-insured according to the terms and conditions of the Insurance Contract. All the terms and conditions of the Insurance Contract, including rights and liabilities, and conditions shall refer to the Co-Insured to the same extent as to the Insured.

Consignee – person, entitled to receipt of Cargo at the final destination point according to the Contract of carriage and which is specified in the Contract of Carriage or in any other Cargo carriage documents.

Consignor – person that ordered Cargo carriage services and submits Cargo for carriage. Consignor and Consignee may be the same person.

Indemnity Application – an application in writing by the Insured according to the for determined by BTA on the Claim received.

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

Insurance Contract – an agreement between BTA and the Policyholder, according to which the Policyholder undertakes to pay the Insurance Premium according to the manner, deadline and to the amount specified in the Insurance Contract as well as to fulfil all other obligations under the Insurance Contract. In turn, BTA undertakes, upon occurrence of an Insured Event, to disburse the Insurance Indemnity in accordance with the Terms and Conditions of the Insurance Contract. Insurance Contract shall include the following documents: The Regulations, Insurance Policy, annexes, amendments, agreements to Insurance Policy, concluded between the Policyholder and BTA.

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

Insurance period – period, whereupon according to insurance contract insurance premium is paid and during which insurance is effective.

Insurance policy – acknowledgement of conclusion of insurance contract, which includes insurance contract terms and conditions, whereupon Policyholder and BTA agreed, as well as information provided by the Policyholder about the insurance object, Policyholder and the Insured. If insurance policy lacks signatures of the parties, it will not affect the validity of the insurance contract.

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

Insurance territory – Territory specified in the Insurance Contract, wherein insurance is effective.

Insured – legal entity (Road Haulier) specified in the Insurance contract, which based on the contract of carriage concluded in writing or any other legal framework, developed in writing, undertakes the obligations to convey Cargo for remuneration by means of a Vehicle, and whose Road Haulier's third-party liability is insured according to the terms and conditions concluded insurance contract.

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

Insured risk – an event, envisaged by the Insurance Contract, unrelated to the will of the Insured, occurrence of which is possible in the future.

International carriage of cargo – commercial carriage of cargo, performance of which requires crossing national frontiers of at least a single country.

Liability limit – a sum of money indicated in the Insurance Contract, whereupon third party liability of the Insured is insured and, which is a maximum sum or money, which may be disbursed as Insurance Indemnity upon occurrence of an Insured Event.

Local carriage of cargo – commercial carriage of cargo in the country of registration of the Insured, within the meaning of the Terms and Conditions carriage of cargo within the national frontiers of Latvia, unless specified otherwise in the Insurance Contract.

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

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

Rules of international law – international contracts, agreements and conventions binding for the Republic of Latvia, as well as international legal framework, which may be extended and applied to Cargo carriage contract (for instance, Convention on the Contract for the International Carriage of Goods by Road (CMR)).

SDR – a unit of account of the International Monetary Fund.

Third Party – person that suffered losses and is entitled to Insurance indemnity according to the Insurance Contract. Within the meaning of the Terms and Conditions the following persons shall not be considered Third Parties: Policyholder, Insured, Co-Insured, employees thereof, persons rendering services based on the company agreement, authorized persons.

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

Vehicle – Any motor vehicle, that is normally used for Carriage of Cargo by land (such as, but not limited to, truck (tractor unit), box truck, van), or vehicle being towed for the purpose of Carriage of Cargo (such as, but not limited to, trailer, semi-trailer, platform).

2. INSURANCE OBJECT AND INDEMNIFIABLE LOSSES

2.1. Insurance Object - Third Party Liability of the Insured upon consideration of the restrictions and exceptions provided for in the Terms and Conditions for losses incurred to Third Parties upon rendering of Cargo carriage services within insurance contract territory scope.

2.2. Basic insurance coverage - Upon conclusion of an insurance contract, third-party liability of the Insured shall be insured and BTA shall indemnify direct losses incurred to Third Party in regard to:

2.2.1. total or partial loss of Cargo;

2.2.2. damage to or destruction of Cargo;

2.2.3. delay in delivery of Cargo.

2.3. Indemnifiable expenses – Upon conclusion of insurance contract, BTA undertakes the obligations to indemnify for the following expenses substantiated in the presence of documentary evidence:

2.3.1. Rescue expenses – reasonable minimum expenses in regard with emergency measures to avert or reduce losses, even upon occasions when the measures appeared unsuccessful;

2.3.2. Costs on determining the amount of losses - expenses on performance of expertise, prior coordinated by BTA, required to clarify the circumstances of the Insured Event or to determine the amount of loss occurred;

- 2.3.3.** Litigation expenses – litigation and legal case handling expenses, prior coordinated by BTA, occurred in regard to investigation and handling of a claim filed by Third Party against the Insured.
- 2.4. Optional insurance coverage** – only upon a particular agreement and specification thereof in the Insurance Contract, BTA shall indemnify Destruction of damaged Cargo or removal thereof expenses, occurred upon compliance to requirements of the effective regulatory enactments or requirements by state institutions, on condition that BTA has acknowledged the accident, which resulted into Cargo damage, to be an insured event.
- 2.5. Insurance contract territory scope** – Insurance coverage shall be effective solely within insurance contract territory scope specified in the insurance contract.
- 2.6.** If the following countries are specified as the Insurance Contract operating territory in the Insurance Contract:
- 2.6.1. Latvia**, then insurance shall be effective only in the territory of Latvia;
- 2.6.2. The Baltics**, then insurance shall be effective in the territory of Latvia, Lithuania and Estonia;
- 2.6.3. Europe**, then insurance shall be effective: in the territory of Latvia, Lithuania, Estonia, Albania, Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, the Czech Republic, Denmark, France, Greece, Croatia, Italy, Ireland, Iceland, Cyprus, Kosovo, Great Britain, Liechtenstein, Luxembourg, Malta, Monaco, Montenegro, Moldova, Monaco, Norway, the Netherlands, Portugal, Poland, Romania, Spain, Slovakia, Slovenia, Serbia, San Marino, Finland, Switzerland, Turkey up to the European part of Istanbul (up to the Bosphorus Strait), Ukraine, Hungary, Germany, Vatican, Northern Macedonia, Sweden;
- 2.6.4. Particular countries or territories**, then insurance is effective within the countries or territories specified in the Insurance Contract.
- 2.6.5.** Insurance shall not be effective in the following territories:
- 2.6.5.1.** In the Ukraine: Ukraine's territory following Kharkov, Dnipropetrovsk, Kherson regional borders in the direction of eastern land borders and in the Crimean Peninsula;
- 2.6.5.2.** In Georgia: In the territory of South Ossetia;
- 2.6.5.3.** In Moldova: In the territory of Transnistria;
- 2.6.5.4.** In Russia: In the following Republics of the Russian Federation: Adygea, Chechnya, Dagestan, Ingushetia, Kabardino-Balkaria, Karachay-Cherkessia, North Ossetia–Alania) and the territory within 200 km from the land border with the Ukraine;
- 2.6.5.5.** Abkhazia, the territory of Nagorno-Karabakh and both in Armenia and in Azerbaijan within 200 km from the land border therewith.
- 2.7. Insurance coverage operational time** – Insurance coverage shall be effective as of the moment when the Insured has accepted Cargo for consignment, which is confirmed in writing by a Cargo carriage contract or another document in writing, but no sooner than the initial date of the insurance period indicated in the Insurance contract, and continue up to the moment, when the Cargo is delivered to Consignee, but no longer than until the end of the insurance period indicated in the Insurance contract, except in case the Insured accepted the Cargo in the course of insurance contract validity period, but the Cargo upon performance of carriage of cargo in accordance with cargo carriage documents, is delivered to Consignee post the end of the insurance period, then insurance protection for delivery of such kind of Cargo shall be rendered in complete course of consignment up to delivery to Consignee.
- 2.8. Insured Cargo carriage services** – Insurance coverage shall be effective in regard to Cargo carriage services rendered by the Insured:
- 2.8.1.** If Cargo carriage service rendering in regard to the particular Cargo is commenced within the insurance period, and
- 2.8.2.** Cargo documents are issued within the insurance period.
- 2.9. Time of occurrence of unlawful activity** - if it is impossible to determine the time of occurrence of unlawful activity, it shall be considered that it occurred in the day of Cargo carriage contract conclusion.

3. LIABILITY LIMIT AND DEDUCTIBLE

- 3.1.** Upon conclusion of Insurance Contract, Policyholder and BTA shall agree upon the Liability Limit for claims per a single insured event, aggregate Limit for claims throughout the entire insurance period and the sublimits.
- 3.2.** In the course of the Insurance period Policyholder and BTA may agree upon increase or reduction of the liability limit and sublimits thereof.
- 3.3. Aggregate liability limit for claims upon the entire insurance period** – maximum Insurance Indemnity, which may be disbursed in regard to the Insurance Contract.
- 3.4.** Upon disburse of Insurance Indemnity, aggregate liability Limit for claims upon the entire insurance period shall be reduced less the amount of Insurance Indemnity disbursed.

- 3.5.** Aggregate Liability Limit for claims upon the entire insurance period may be renewed upon conclusion of the respective annex to Insurance Contract. An additional insurance premium may be calculated for renewal of the liability limit to the initial amount.
- 3.6. Liability Limit for claims per a single insured event** – maximum Insurance Indemnity to indemnify the losses occurred resulting from a single Insured Event.
- 3.7.** Liability Limit for claims per a single insured event may not exceed the aggregate Liability Limit for claims upon the entire insurance period, including upon observance of decrease of liability limit upon disbursement of Insurance Indemnity.
- 3.8. Sublimit** – maximum Insurance Indemnity intended for indemnification of the losses specified.
- 3.9.** If there is no sublimit determined by the Insurance Contract, then all types of losses shall be indemnified upon observance of the aggregate Liability Limit for claims upon the entire insurance period and the Liability Limit for claims per a single insured event.
- 3.10.** Sublimit is included in the Liability Limit for claims per a single insured event and Aggregate liability limit for claims upon the entire insurance period specified in the Insurance Contract.
- 3.11. Liability limit on basic insurance coverage** – Liability limit on indemnification for losses mentioned in articles 2.2.1 and 2.2.2 of these terms and conditions shall correspond to Aggregate liability limit for claims upon the entire insurance period specified in the Insurance Contract.
- 3.12. Liability limit on delay in Cargo delivery** – Liability limit on allowed delay in Cargo delivery (article 2.2.3 of these terms and conditions) shall be determined in the amount of contractual indemnity for rendering Cargo carriage services, but not more than EUR 5 000 per single insured event.
- 3.13. Liability limit on litigation expenses** – Liability limit on indemnification for litigation expenses (article 2.3.3 of these terms and conditions) in the amount of EUR 10 000 per single insured event.
- 3.14. Liability limit on expenses on determining the amount of losses** - Liability limit on indemnification for expenses on determining the amount of losses (article 2.3.2 of these terms and conditions) shall be determined in the amount of EUR 3 000 per a single insured event.
- 3.15. Liability limit on destruction of damaged Cargo or removal thereof expenses** – Liability limit on indemnification for destruction of damaged Cargo or removal thereof costs (article 2.4 of these terms and conditions) shall be determined in the amount of 10% of the calculated sum of indemnifiable losses for damage of Cargo, but not more than EUR 10 000 per a single insured event.
- 3.16. Deductible** – the part of losses specified in the Insurance Contract, which shall not be indemnified by BTA upon occurrence of an Insured Event. All the losses caused in the result of a single insured risk compose a single insured event, notwithstanding the time of loss occurrence and notwithstanding the number of third parties and one deductible shall be applied - the largest deductible.

4. PRINCIPLE OF INDENNIFICATION FOR LOSS

- 4.1.** For BTA to perform Insurance Indemnity disbursement, all the below-mentioned preconditions are required to occur:
- 4.1.1.** Unlawful activity committed in the course of the Insurance period.
 - 4.1.2.** Indemnifiable Losses occurred in the course of Insurance Period;
 - 4.1.3.** Indemnifiable Losses occurred in the Insurance territory;
 - 4.1.4.** Claim filed for the first time according to term and procedure determined by the CMR Convention, however, not later than within 30 days after the end of the Insurance period;
 - 4.1.5.** Notification on losses and Insurance indemnity claim filed not later than within 30 days after the end of the Insurance period.
- 4.2.** BTA shall disburse the Insurance Indemnity according to the compensation principle in the amount, which complies with the minimum expenses required to indemnify for losses, for which the Insurance Indemnity is payable in accordance with the Insurance Contract concluded without exceeding road haulier's liability limit determined by the CMR Convention of 8,33 SDR for the gross Cargo kilogram and the liability limits and sublimits provided for in the Insurance Contract and upon withholding of the Deductible provided for in the Insurance Contract.

5. EXCEPTIONS

- 5.1. Insurance exceptions** – the event shall not be recognized as the Insured Event and the following losses shall not be indemnified:
- 5.1.1.** If the Vehicle's driver operated the Vehicle intoxicated by alcoholic, narcotic, psychotoxic, psychotropic or other intoxicating substances, or during the examination of the Vehicle's driver alcoholic, narcotic, psychotoxic, psychotropic or other intoxicating substances were established, or the substances originating from the process of decay (metabolites), having exceeded the standard amounts defined by the regulatory enactments of the respective country wherein the traffic accident occurred, or medicine, which reduces reaction time and attention, and there is a respective

- indication thereabout in the instructions to the medicine;
- 5.1.2.** If the Vehicle's driver drank alcoholic beverages, narcotic substances or other intoxicating substances after the traffic accident until the testing, which determines blood alcohol content or establishes the impact of narcotic substances or other intoxicating substances, or until exemption from the testing according to the procedure defined by the effective regulatory enactments;
 - 5.1.3.** If Vehicle's driver avoided medical testing to determine blood alcohol content or to establish the impact of narcotic substances or other intoxicating substances, if in regard to the traffic accident occurred such testing was offered by the competent state authority or medical institution;
 - 5.1.4.** in case Cargo carriage documents lack acknowledgement (check mark) regarding delivery and acceptance of the Cargo;
 - 5.1.5.** losses that occurred in relation to lack of documents of Cargo carriage, customs clearance or other documents, incomplete or inappropriately developed documents, loss or inappropriate use of documents;
 - 5.1.6.** in case at the moment of the Event occurrence, the Cargo was located outside the Insurance contract territory scope;
 - 5.1.7.** occurred in the result of loading or unloading works, if it is not specified in the Insurance Contract that third-party liability of the Insured is insured for losses caused in the course of loading or unloading works;
 - 5.1.8.** occurred due to internal defects or characteristics inherent to the Cargo;
 - 5.1.9.** occurred resulting from a process of long-term, progressing or accumulating nature (for instance, mould, rotting, corrosion, dust, soot, smut, scent, wear or depreciation);
 - 5.1.10.** occurred though cause and effect relationship due to compliance to instructions provided by the Consignor or the Consignee;
 - 5.1.11.** occurred directly or indirectly resulting from deficiency of Cargo, upon the lack of signs of Cargo loss, i.e. in case the external packaging is intact and the seals of Consignor or customs are free of damage (wholeness and integrity thereof is preserved);
 - 5.1.12.** Occurred from explosive substances or mixtures, flammable gases, fluids or solids, noxious substances, mutagenic substances, carcinogenic or persistent organic pollutants;
 - 5.1.13.** Occurred directly or indirectly resulting from arrest of Cargo, retrieval of Cargo or confiscation of Cargo arrest of Cargo, demanded by military or civil authorities;
 - 5.1.14.** in case Cargo consignment location or delivery location in accordance with Cargo carriage contract (including Cargo carriage documents) is outside the Insurance contract territory scope, even in case at the moment of Event occurrence Cargo carriage was carried out within the Insurance Contract territory scope;
 - 5.1.15.** if at the moment of the accident the Insured failed to obtain or had an ineffective road haulier's special permit (licence) or licence card;
 - 5.1.16.** caused by malicious intent, which is a wilful action intended to cause damage, or the degree of culpability of a Third Party, Policyholder, the Insured or employees thereof, which in terms of consequences of indemnification for loss and other third-party liability issues is tantamount to malicious intent;
 - 5.1.17.** if Cargo carriage contract was concluded verbally;
 - 5.1.18.** customs duties and any other fees and taxes;
 - 5.1.19.** indirect losses, loss of profit, income foregone, expenses related to business interruption: current (urgent) expenses, labour remuneration, taxes and fees; losses related to moral damage; as well as BTA shall not indemnify any kind of penalty fees envisaged by regulatory enactments or Cargo carriage contract for failure to fulfil or inappropriate fulfilment of contract or agreement (contractual penalty, delayed interest, compensation payment interest and other similar sanctions);
 - 5.1.20.** caused directly or indirectly upon delivery of the Cargo to a wrong Consignee or a person, who has no rights of receipt of the Cargo;
 - 5.1.21.** caused directly or indirectly in regard with damage, loss or total loss of the property submitted to Policyholder, the Insured into rightful use (for instance, rent, lending) or storage, including for the damage to, destruction or loss of Vehicles, containers, tanks used for carriage of Cargo; within the meaning of the Terms and Conditions Cargo shall not read as property;
 - 5.1.22.** occurred resulting from tolerable Cargo leakage, loss of weight or volume, depreciation or wear out, in accordance with effective regulatory enactments, applicable to Cargo carriage;
 - 5.1.23.** occurred directly or indirectly in the result of amendments to regulatory enactments, which enter

- into effect after the Insured had already accepted the Cargo for carriage:
- 5.1.23.1.** state regulatory enactments of the country, applicable to Cargo carriage contract;
 - 5.1.23.2.** such Provisions of international law, applicable to Cargo carriage contract, or upon application of which the Insured and the Consignor or the Consignee have agreed upon;
 - 5.1.24.** for which the Insured as a Road Haulier is not responsible in accordance with the regulatory enactments of that country, which are applicable to the carriage of Cargo, or in accordance with CMR Convention, if CMR Convention is applicable or the Consignor and the road haulier (the Insured) have agreed on application of the CMR Convention to the carriage of Cargo;
 - 5.1.25.** occurred due to violation of regulatory enactments, standards, provisions, technical regulations, instructions and conditions in other documents by employees or representatives of the Insured, or in case actions by the persons mentioned that resulted in occurrence of losses was qualified as a criminal offence;
 - 5.1.26.** occurred in the result of a decision made by state or municipality institution or actual measures undertaken thereby;
 - 5.1.27.** which is Cargo carriage payment (freight), except in case of delay of Cargo delivery;
 - 5.1.28.** directly or indirectly related to unlawful carriage of persons crossing the border, asylum seekers, refugees or persons that were granted an alternative status, in the Vehicle's load compartment or container;
 - 5.1.29.** caused directly or indirectly upon committing unlawful Cargo carriage;
 - 5.1.30.** resulted directly or indirectly from the agreement by the Insured regarding increased sum of indemnification for losses, based on declarations of value and interests, in accordance with Provisions of international law, binding for Carriage of Cargo or state regulatory enactments of the country, applicable to Cargo carriage contract, unless otherwise provided in the insurance contract;
 - 5.1.31.** a traffic accident occurred when a Vehicle is in a place where traffic is not permitted or that is inappropriate for traffic (for instance, frozen water bodies, swampy territories, etc.);
 - 5.1.32.** upon the occurrence of a road traffic accident, it is found that within previous 48 hours there was a violation of requirements, provided in the European Agreement concerning the Work of Crews of Vehicles engaged in International Road Transport (AETR Agreement), Regulations of European Parliament and Council or regulatory enactments, effective in the respective country, regarding time of work and rest of the Vehicle driver, except, if violation of the requirements occurred when the Insured due to justified reasons (traffic accident, road works, loading/unloading works, waiting for the ferryboat), was unable to park the vehicle in the parking position (upon observance of AETR requirements and the legal enactments applicable to carriage of cargo performed within the insurance territory) and the time of violation does not exceed 1 hour;
 - 5.1.33.** upon the occurrence of a road traffic accident, the Vehicle has been driven by a person, who is not the employee of the Insured, a person, with whom the Insured had concluded an independent-work contract, a person, who is not the authorised in writing or lawful representative;
 - 5.1.34.** if upon occurrence of a traffic accident Vehicle's driver left the traffic accident location, having violated the procedure determined by the effective regulatory enactments;
 - 5.1.35.** upon the occurrence of a road traffic accident, the Vehicle has been driven by a person, who does not have the driver's license for driving the respective category of Vehicle, or there is a restriction for this person to drive a Vehicle, or this person has been driving a Vehicle with the gearing system not complying with the restriction code in person's driver's licence (automatic or manual gearbox);
 - 5.1.36.** TIR Convention, which derives from Customs Convention on the International Transport of Goods under Cover of TIR Carnets;
 - 5.1.37.** occurred due to pollution, littering or poisoning of the environment;
 - 5.1.38.** if total or partial loss, damage or delivery delay of Cargo occurred during the carriage, upon the use of another type of transport, which is not road transport (for example, by marine, by railway) without unloading the Cargo out of the Vehicle, and the reason for that was not the action or failure to act by the Insured, but an event, which might have happened only during carriage, using another type of transport;
 - 5.1.39.** if such a Vehicle for carriage of Cargo is used (including special equipment, envisaged to protect the Cargo from heat, cold, temperature fluctuations or humidity):
 - 5.1.39.1.** the technical state thereof does not comply with Cargo carriage safety and Cargo protection requirements;
 - 5.1.39.2.** which does not comply with and is invalid for carriage the respective Cargo;

- 5.1.39.3.** used without complying with the user's manual and the safety requirements of the manufacturer thereof;
- 5.1.39.4.** which does not comply to the requirements set forth in the effective regulatory enactments (including, but not limited to the lack of state motor vehicle inspection);
- 5.1.40.** Caused directly or indirectly upon carriage of the following Cargo:
 - 5.1.40.1.** valuable goods, i.e. jewellery, precious metals and the goods produced therefrom, precious stones, semi-precious stones and jewellery goods, banknotes and coins, bonds, payments instruments, printed paper currency and all type of securities, works of art, sculptures, collections, unique and antique goods, and similar valuable goods, as well as any kind of documents (certificates, plans, drawings, archives, computer programmes, data and information in any kind of data carriers);
 - 5.1.40.2.** Alive animals;
 - 5.1.40.3.** Goods withdrawn from private (commercial) circulation;
 - 5.1.40.4.** Parcel posts;
 - 5.1.40.5.** Mortal remains;
 - 5.1.40.6.** Goods of migrants, who change their place of residence;
 - 5.1.40.7.** Military goods, i.e. ammunition, arms, specials tools and equipment;
 - 5.1.40.8.** Used goods;
- 5.1.41.** resulting directly or indirectly from complete or partial loss of Cargo from the Vehicle left unattended; Within the meaning of these terms and conditions, Vehicle is not considered to be left unattended, in case at the time of parking unrelated to uploading/unloading the Cargo, customs procedure or handling any other formalities required by the Cargo carriage contract:
 - 5.1.41.1.** Such kind of measures required to prevent other persons from entering the Vehicle or reaching thereof: that is, the Vehicle is closed, all windows and sun-roofs, all anti-theft devices are on or
 - 5.1.41.2.** The vehicle is closed and vehicle driver is supervising the vehicle (stays in the driver's cabin of the vehicle), or
 - 5.1.41.3.** Vehicle is parked in the following place (territory):
 - a)** In a petrol station parking lot, where continuous video surveillance is provided, 24/7 service and lighting of the territory, or
 - b)** Special paid parking with physical security guard (including a document on the use of parking services is submitted to BTA), or
 - c)** Closed and fenced territory, where continuous video surveillance and security guard is provided;
- 5.1.42.** occurred to the Insured or persons related to the Insured within the meaning of the Law on Taxies and Duties or to the subcontractors engaged;
- 5.1.43.** occurred in regard to:
 - 5.1.43.1.** announced emergency situation or exceptional circumstances, including any losses or expenses shall not be indemnified, which occurred directly or indirectly due to measures intended for aversion of the emergency situation or exceptional circumstances;
 - 5.1.43.2.** epidemics or pandemics;
- 5.1.44.** caused by an Information technology security incident occurred or impending in Cyberspace.

Cyberspace is an interactive environment that includes users, networks, computing technology, software, processes, information in transit 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;

Computer programmes, data bases, occurred due to errors in computer programmes, licences, information stored electronically, data bases;
- 5.1.45.** losses, occurrence of which is related to any kind of manifestation of violence, including but not limited to war, invasion, occupation, annexation, a hostile act by a foreign country (with or without evidence to the involvement of the foreign country in such act), military operations or operations considered as such (with or without declaring war); civil war, rioting, a strike, a revolt, disturbances, a revolution, riots by military or usurped authorities, a state of war or depredations or looting related thereto, violence, vandalism, sabotage; a strike, lockout, public order disturbance to the

extent considered as a revolt or riot; property confiscation, nationalisation, dispossession, requisition, destruction or disposal, if it is caused or sanctioned legally or actually authorised by a legally or actually recognized state, or an internationally not recognized foreign force, irrespective of whether it is legal or not; other political risks, as well as all other losses or expenses incurred directly or indirectly due to measures of prevention of the above-mentioned events are not compensated;

5.1.46. occurrence of which is related to any kind of manifestation of terrorism, including but not limited to an act of terror (an act, manifesting as application of power and violence, or threats to use it by any person or group of persons, acting on their own or in relation to any organisation or government, or on its behalf, which is being done on the basis of political, religious, ideological or ethnic reasons and includes the intent to influence the government or keep the public or a part of it in danger), neither are compensated any losses incurred due to the preventive measures against acts of terror;

5.1.47. the reason of which is the adverse effects of sources of ionising radiation, magnetic fields or electromagnetic fields, occurred due to operations with sources of ionising radiation, nuclear materials, radiative substances or objects, which produce magnetic or electromagnetic fields.

6. CONCLUSION OF INSURANCE CONTRACT AND COMING OF INSURANCE TO EFFECT

6.1. Insurance Contract shall be concluded based on the insurance offer developed by BTA, upon agreement between Policyholder and BTA on the Terms and Terms of the Insurance Contract acceptable to the both parties.

6.2. Insurance offer shall be developed based on the Insurance Application.

6.3. Upon conclusion of Insurance Contract, BTA shall issue the policy to the Policyholder to acknowledge the conclusion of the Insurance Contract.

6.4. Amendments to concluded Insurance Contract shall be formalized upon development of an annex to the Insurance Policy.

6.5. Insurance provided for in the Insurance Contract shall come to effect at 00:00 of the first day of the Insurance period specified in the Insurance Contract, but no sooner than as of the payment of Insurance Premium or the first part of the Insurance Premium (if Insurance premium payment in instalments is provided for in the Insurance Contract) upon occasions, when:

6.5.1. The first day of the Insurance period shall be determined as Insurance Premium payment day by the Insurance Contract.

6.5.2. Insurance Premium payment day shall be determined prior to the first day of the Insurance period.

6.6. If provided for in the Insurance Contract, that Insurance Premium or the first part of the Insurance Premium (if Insurance premium payment in instalments is provided for in the Insurance Contract) shall be paid after the first day of the Insurance period specified in the Insurance Contract, then insurance shall come to effect at 00:00 of the first day of the Insurance Period upon condition, that the Policyholder shall pay the Insurance Premium or the first part thereof according to the due date and amount specified in the Insurance Contract.

6.7. If the Insurance Premium or the first part thereof is paid after the payment deadline specified in the Insurance Contract, BTA is entitled to pay the overdue Insurance Premium back to the Policyholder within 10 business days or, in BTA is unaware of the means for the Policyholder to received the Insurance Premium, to request the information mentioned from the Policyholder. Such being the case, insurance shall be deemed ineffective.

6.8. If BTA does not pay back the Insurance Premium or the first part thereof to the Policyholder within the deadline specified in Article 6.7 of the Terms and Conditions or does not send the request mentioned in Article 6.7 to the Policyholder, insurance shall come to effect upon observance of Articles 6.5 and 6.6.

6.9. If Insurance Premium or the first part thereof is paid after the due date for Insurance Premium payment specified in the Insurance Contract and a prospective Insured Event occurred prior to Insurance Premium payment, insurance did not come to effect. Such being the case, BTA is obliged to inform the Policyholder within 10 business days on the invalidity of insurance and to refund the delayed payment of Insurance Premium to the Policyholder.

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

7. INSURANCE PREMIUM AND PROCEDURE FOR PAYMENT THEREOF

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

7.2. Insurance Premium shall be considered paid:

7.2.1. If the Insurance Premium is paid upon payment to BTA- at the moment when BTA receives

Insurance Premium payment;

- 7.2.2.** If Insurance Premium is paid upon payment to insurance intermediary, authorized unequivocally by BTA to collect Insurance Premium- at the moment when the Policyholder has paid the respective sum of money to the insurance intermediary.
- 7.3.** If Policyholder fails to pay the Insurance Premium according to due date specified in the Insurance Contract, BTA is entitled to demand and Policyholder is obliged to pay BTA contractual penalty fee of 0.1% of the unpaid sum per each day of delay, however, the total delay percent sum may not exceed 10 % of the unpaid Insurance Premium sum.

8. INSURANCE CONTRACT TERMINATION

- 8.1.** Insurance Contract shall be terminated at 24:00 of the last day of the Insurance Period.
- 8.2.** The Policyholder is entitled to terminate the Insurance Contract unilaterally at any time by submitting a notification to BTA 15 calendar days in advance. The Insurance Contract will be terminated as of the date specified in the notification, but no sooner than on the day the notification is received and:
- 8.2.1.** if within the operating time of the Insurance Contract no Insurance Indemnity is paid and no prospective Insured Event is claimed, then BTA shall pay back to Policyholder the part of the paid Insurance Premium per each remaining day of the operating time of the Insurance Contract until the end of the term of the Insurance Contract, upon deduction of BTA expenses of 15 % related to conclusion of Insurance Contract from the unused Insurance Premium, i.e. From the part of the Insurance Premium, which complies with the unused operating period of the Insurance Contract, but no more than from the Insurance Premium per one year, unless the parties have agreed otherwise;
- 8.2.2.** if within the operating time of the Insurance Contract Insurance Indemnity is paid and a prospective Insured Event is claimed, then BTA shall pay back to Policyholder the difference, if any, between the sum of the Insurance Premium paid by BTA, which complies with remaining days of the operating time of the Insurance Contract until the end of the term of the Insurance Contract, and the sum of disbursed of Insurance Indemnity, upon deduction of BTA expenses of 15% related to conclusion of Insurance Contract from the unused Insurance Premium, i.e. from the part of the Insurance Premium, which complies with the unused operating period of the Insurance Contract, but no more than from the Insurance Premium per one year, unless the parties have agreed otherwise.
- 8.3.** If an upcoming instalment of Insurance Premium payment is not paid in full within the due date specified in the Insurance Contract, then BTA is entitled to terminate the Insurance Contract upon prior notification thereupon.
- 8.4.** If Unlawful activity occurred due to malicious intent or gross negligence of the Policyholder or the Insured, then Insurance Contract shall be considered terminated as of the moment the Unlawful activity occurred. Such being the case, BTA shall not disburse the Insurance Indemnity and shall not pay back the paid Insurance Premium.
- 8.5.** Both the Policyholder and BTA are entitled to, upon sending prior notification thereupon, terminate the Insurance Contract after disbursement of Insurance Indemnity. Such being the case, BTA shall pay back to the Policyholder part of the Insurance Premium, the amount of which shall be determined upon deduction from the Insurance Premium the Insurance Indemnity, part of the Insurance Premium on the terminated period of the operating time of the Insurance Contract and BTA expenses of 15 % related to conclusion of Insurance Contract from the unused Insurance Premium, i.e. from the part of the Insurance Premium, which complies with the unused operating period of the Insurance Contract, unless the parties have agreed otherwise.
- 8.6.** BTA and the Policyholder without consent by the Insured are entitled to agree upon termination of the Insurance Contract, except for occasions, when:
- 8.6.1.** Insurance Contract suggests otherwise;
- 8.6.2.** Insured Event occurred and, in the result of Insurance Contract termination, BTA would be exempted from the obligation to disburse the Insurance Indemnity.
- 8.7.** Insurance Contract shall be terminated prior to its expiry also in other cases provided for in the "Insurance Contract Law".

9. INSURANCE CONTRACT CONCLUSION BY MEANS OF REMOTE COMMUNICATION

- 9.1.** Insurance Contract may be concluded by means of remote communication, i.e. by mail, e-mail, telephone or upon the use information exchange options.
- 9.2.** If Policyholder, who is a consumer, were to conclude the Insurance Contract, the Remote contract regulations shall be applicable to the insurance contract, available at BTA website www.bta.lv. Remote contract regulations, inter alia, cover the procedure for exercise of the right of withdrawal, i.e. the right to

withdraw from the concluded insurance contract, including an application template intended for use upon the exercise of the right of withdrawal.

- 9.3.** A consumer is a natural person, who concludes an insurance contract, which is unrelated to its economic or professional operations.

10. RIGHTS AND LIABILITIES OF THE POLICYHOLDER, THE INSURED AND BTA

10.1. Policyholder and the Insured are hereby obliged to:

- 10.1.1.** both prior to Insurance Contract conclusion and throughout the entire Insurance Contract validity period provide BTA with complete and true information in regard with the insurance provided pursuant to the Insurance Contract, including the information on Insurance Object and information, required for assessment of probability of the Insured's third party liability insurance, information on all changes and circumstances, which occurred in the course of operating time of Insurance Contract and might affect the occurrence of the Insured's Third-Party Liability, as well as the information related to the Insured Event or a Claim by Third Party.
- 10.1.2.** to notify BTA about other effective insurance contracts referring to the same Insurance Object, known thereto;
- 10.1.3.** not to undertake any actions that might cause losses or damage to BTA, not to undertake any kind of obligations, except for organisation of rescue works and measures intended to reduce the losses and to avert occurrence of subsequent losses;

10.2. The following shall be deemed as obligation of the Policyholder and the Insured upon commitment of Unlawful Activity or occurrence of a prospective Insured Event:

- 10.2.1.** immediately as soon as possible to report the accident to BTA;
- 10.2.2.** immediately, as soon as possible, to submit Notification on losses to BTA;
- 10.2.3.** to immediately, as soon as it becomes possible, notify an incident to relevant authorities upon the occurrence of Cargo theft, robbery or traffic accident, as well as in any other cases, when the duty to report to state authorities is provided in the respective state regulatory enactments;
- 10.2.4.** to take part in inspection of weight of Cargo, its condition and number of Cargo units, if:
 - 10.2.4.1.** the Cargo is delivered in a damaged or opened Vehicle; or in a Vehicle that is in operating order, but the seals are broken;
 - 10.2.4.2.** perishable Cargo is not delivered by the date, set for the carriage, or the temperature requirements were not met during the carriage;
- 10.2.5.** in addition to the standard form of Notification on losses, to immediately submit to BTA all and any available information and documents, which can describe the Cargo, prove its value, enable to consider the causes, nature and amount of damage, including, but not limited to:
 - 10.2.5.1.** complaint by Third Party on the losses caused and all the documents attached thereto;
 - 10.2.5.2.** Order on carriage, Freight forwarding contract, Contract of Cargo carriage;
 - 10.2.5.3.** Consignment notes and invoices;
 - 10.2.5.4.** List of goods;
 - 10.2.5.5.** report of the police or other respective state institution about the traffic accident;
 - 10.2.5.6.** statements from the police or other respective state institutions, which prove the fact of reporting the robbery or theft to the police or any other state institution;
 - 10.2.5.7.** explanations about the Unlawful activity in writing;
 - 10.2.5.8.** tachograph disk or digital tachograph printout, from the Vehicle's tachograph, and tachograph disks or digital tachograph printouts for the previous 48 hours prior to the Event, if the Vehicle is equipped with a tachograph.
- 10.2.6.** in addition to the standard form Notification on losses, to submit to BTA all documents, received from third parties in relation with the claim, and documents, if any, to prove the right of Third party to receive insurance indemnity, including, but not limited to:
 - 10.2.6.1.** claims, summons and invitations to participate in legal proceedings, any correspondence with the Third party in relation with their claim;
 - 10.2.6.2.** protocols of Cargo inspection;
- 10.2.7.** upon coordination with BTA in writing, to undertake all possible reasonable measures in order to avert or reduce the losses incurred or contingent, which might give occasion to Claims by Third Parties. If due to reasons beyond the Policyholder's or the Insured's control it is impossible to notify BTA of the necessity to make immediate payments, which might avert or reduce the losses incurred or contingent, the Policyholder or the Insured has to make immediate payments to avert or reduce the losses incurred or contingent without coordination with BTA;
- 10.2.8.** to provide BTA with all the information and documents requested by BTA, including the documents, containing commercial secret or personal data of special category, should the latter be at the

Policyholder's or the Insured's disposal, so that BTA is able to determine the reasons of the possible Insured Event and the amount of losses insured;

- 10.2.9.** to the extent possible, to provide BTA participation in determination of the reasons and amounts of losses;
 - 10.2.10.** at the request of BTA, to grant BTA with rights to obtain the documents or copies thereof required by BTA and rights to represent the Policyholder of the Insured in court or other authorities;
 - 10.2.11.** to participate in the procedural investigative measures and the court proceedings related to a claim by a Third Party against the Insured for the losses incurred resulting from unlawful activity by the Insured. If malicious intent or gross negligence of the Insured is a reason not to participate in the preliminary investigation proceedings or in the legal proceedings, the Insured shall indemnify to BTA the losses caused due to the action or omission mentioned;
 - 10.2.12.** upon request by BTA to provide the information in writing, i.e. in hard copy signed personally or as an electronic document, signed with a secure electronic signature.
- 10.3.** BTA may reject disbursement of Insurance Indemnity and terminate the Insurance Contract unilaterally without refunding the Insurance Premium, if the Insured or Policyholder due to malicious intent or gross negligence failed to comply with any of the obligations mentioned in article 10.2. The consequences of the failure to comply with requirements mentioned in article 10.2.11 shall occur if due to actions of the Insured complete verification of the circumstances of the accident is impossible, which claim of Third Party was based upon, or to undertake the necessary procedural steps to obtain justified rejection of Third-Party claim.
- 10.4.** in case of failure to comply with the obligations mentioned in article 10.1.1 of the Terms and Conditions, the consequences provided for in the "Insurance Contract Law" shall incur, including possible deeming the Insurance Contract ineffective, possible termination of Insurance Contract, reduction or rejection of Insurance Indemnity disbursement;
- 10.5.** BTA is entitled at any stage of consideration of a Complaint by Third Party to advise the Insured or the person authorized thereby to settle a certain Complaint at a fixed sum of money.
- 10.6.** If BTA concludes an Insurance Contract repeatedly regarding insurance of the same insurance object immediately following the previous insurance contract and, upon conclusion of the renewed Insurance Contract, the Policyholder does not specify that the information on the Insurance Object or the information for assessment of probability of the insured risk occurrence and the prospective amount of loss provided upon conclusion of the first Insurance Contract has changed significantly, BTA enjoys the right to assume that the information provided upon conclusion of the first Insurance Contract has not changed.

11. INSURANCE INDEMNITY CALCULATION AND DISBURSEMENT PROCEDURE

- 11.1.** BTA shall disburse the insurance indemnity in the amount that corresponds to the actual amount of losses caused to Third Party in case of any type of carriage, i.e. Local carriage of Cargo, Cabotage carriage of Cargo or International carriage of Cargo:
- 11.1.1.** without exceeding the maximum limit of liability, provided in the Articles 23 and 25 of the CMR Convention and the Protocol of CMR Convention of 5 July 1978, even in the case the effective regulatory enactments, applicable to the Cargo carriage, suggest otherwise;
 - 11.1.2.** without exceeding the liability limits, as well as sublimits, specified in the insurance contract;
 - 11.1.3.** withholding the Deductible specified in the Insurance Contract;
- 11.2.** Upon calculation of the amount of Insurance Indemnity, BTA is entitled to reduce it for the unpaid part of Insurance Premium if the Insurance Policy provides for Insurance Premium payment in instalments. In case of total loss or loss of the carried Cargo, BTA shall be entitled to withhold the part of insurance premium specified in the Insurance Contract in full amount from the calculated sum of losses.
- 11.3.** Losses in regard to damage to Cargo shall read as the least necessary expenses to restore the damaged Cargo to such a state, as it was immediately preceding the Insured Event or the market value of Cargo, if due to specifics of Cargo it is impossible to restore the Cargo.
- 11.4.** Losses in regard to total loss of Cargo (if the Cargo is beyond repair or renewal expenses exceed 70 % of the actual Cargo value immediately before the Insured Event) - losses amounting to the actual Cargo value immediately before the Insured Event upon observance of the following:
- 11.4.1.** in case Cargo leftover are not submitted to BTA, then BTA shall calculate the losses amounting to the difference between the actual Cargo value immediately before and after the Insured Event;
 - 11.4.2.** in case Cargo leftover are submitted to BTA, then BTA shall calculate the losses amounting to the actual Cargo value immediately before the Insured Event.
- 11.5.** Insurance Indemnity shall be disbursed to Third Party. In such a case when, upon written agreement with BTA, the Insured person has, from its own resources, indemnified to the Third Party for the losses incurred

to it, BTA shall pay the insurance indemnity to the Insured person after the Insured has submitted documents, confirming the fact of indemnification of losses to the Third Party and the loss amount.

- 11.6.** BTA shall indemnify the Insured for Rescue expenses, Litigation expenses, Expenses to determine the amount of losses and Expenses on disposal or removal of the damaged Cargo, which the Insured had incurred, if the latter were insurance in accordance with the Insurance Contract.
- 11.7.** If upon an Insured Event the losses were incurred to several Third Parties and the amount of losses exceeds the Liability Limit per a single insured event or Sub-limit (if any), BTA shall disburse the Insurance Indemnity according to the sequence of submission of Complaint and the documents justifying the Complaint up to the moment, when the sum of disbursed Insurance Indemnities reaches the Liability Limit per a single insured event or the Sublimit (if any).
- 11.8.** All Complaints related to the Insurance application shall be considered by BTA according to the sequence of submission thereof up to the moment when the sum of disbursed Insurance Indemnities reaches the aggregate Liability Limit for the entire insurance period.
- 11.9.** If upon an Insured Event liability of several persons is established, BTA shall disburse the Insurance Indemnity proportionally as by the degree of the Insured's liability.
- 11.10.** If Third Party's losses were indemnified by other persons, who took over Third Party's claim rights against the Insured based on any kind of grounds (for instance, subrogation, cession), BTA shall consider the Insurance Indemnity pursuant to the same procedure as should the Claim be received from the Third Party. Expenses in regard to transfer of Third Party's claim rights shall not be considered indemnifiable losses.
- 11.11.** If third party liability of the Insured is insured by the several insurers, BTA shall disburse the Insurance Indemnity proportionally the Liability Limit defined by the Insurance Contracts per a single insured event or the Sublimit (if any). BTA and other insurers, who insured third party liability of the Insured may agree upon a different procedure of Insurance Indemnity disbursement, if the Third Party agrees therewith.
- 11.12.** If upon an Insured Event third party liability of the Insured is insured by BTA by several Insurance Contracts, which refer to the Insured Event, liability limits defined in Insurance Contracts shall not be accumulative and the amount of Insurance Indemnity disbursed by BTA may not exceed the largest Liability Limit per a single insured event or the largest Sublimit, indicate in the respective Insurance Policies.
- 11.13.** As of the moment when the sum of Insurance indemnities disbursed by BTA exceeds the limits and the sublimits specified in the Insurance Contract, BTA shall decide on rejection to disburse the insurance indemnity upon all the open insurance claim cases that are have not yet been handled, as well as BTA shall not accept and shall reject all new Notifications on losses and Complaints by Third Parties. If there is no Annex developed to the Insurance Contract regarding increase of the liability limit, Insurance Contract shall be considered terminated. Such being the case BTA is entitled to receive the Insurance Premium specified in the Insurance Contract in full amount.
- 11.14.** Indemnification for litigation and litigation expenses and legal case handling expenses incurred by Third party shall be performed as follows:
 - 11.14.1.** These expenses shall be indemnified in case Third Party's claim in regard to Unlawful Activity is met completely or partially and in accordance with terms and conditions of the Insurance Contract Unlawful Activity is acknowledged as an Insured Event;
 - 11.14.2.** In case Third Party's claim was filed to court for indemnification of such losses as well, indemnification of which is not provided for in the Insurance Contract, BTA shall indemnify the litigation and legal case handling expenses proportionally, composed of part of indemnifiable loss of the Insurance Contract from the total claim met;
 - 11.14.3.** If Third Party does not sustain its claims in regard to the Insured has voluntarily met the claims after the case was filed, then litigation and legal case handling expenses shall be indemnified only if the Insured prior to decision-making on meeting the claim has coordinated it with BTA;
 - 11.14.4.** In case failure to acknowledge liability on causing loss resulted in initiating litigation and BTA did not disburse the Insurance Indemnity, based solely upon the fact of the liability of the Insured on the losses caused, BTA shall not indemnify litigation and legal case handling expenses as well upon occasion, if the Insured acknowledged the liability after initiation of litigation or if the court found the Insured liable for causing loss.

12. SUBROGATION RIGHTS

- 12.1.** If BTA disbursed Insurance Indemnity, BTA obtains subrogation rights to claim indemnity amounting to the disburse Insurance Indemnity from the person, subjected to claim of complete or partial indemnification for loss by the Insurer pursuant to regulatory enactments, concluded contracts or any other agreement.
- 12.2.** If the Insured did not inform BTA in writing about any other procedure, then including upon occasion when Insurance Indemnity disbursed by BTA covers only part of loss by the Insured, BTA is entitled to exercise of BTA's subrogation rights notwithstanding if the Insured exercises or did not exercise his rights to file a

claim against the guilty person. BTA and Policyholder or the Insured may agree in writing upon cooperation within recovery of losses, including bringing the case before the court and pursue thereof together.

13. OTHER PROVISIONS

- 13.1.** In case of inconsistencies or disagreement between the documents of Insurance Contract, the documents shall be considered a priority and shall be applied according to the following sequence:
- 13.1.1.** Annexes to Insurance Policy (if any) to amend the Terms and Condition of Insurance policy – successively depending on the effective date as of the newest to the oldest;
 - 13.1.2.** Insurance Policy;
 - 13.1.3.** Terms and Conditions of the current Insurance Cover.
- 13.2.** The Parties undertake not to disclose terms and conditions of the Insurance Contract and the information received in the framework of Insurance Contract on participants of Insurance Contracts or Third Parties, as well as not use it contrary to interests of other participants of Insurance Contracts. Information received in the framework of Insurance Contract may be submitted to other persons upon occasions provided for 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 Insurance Contract performance, as well as to store it in BTA databases.
- 13.3.** All disputes arising between the participants of the Insurance Contract shall be settled by means of negotiations. If no mutual agreement is reached, any dispute, disagreement or claim ensuing from the Insurance Contract that is related to it or its violation, termination or invalidity, shall be finally resolved in a court of the Republic of Latvia in accordance with the procedure set forth in the effective regulatory enactments of the Republic of Latvia, unless BTA and the Policyholder have agreed upon another dispute settlement procedure in the Insurance Contract.
- 13.4.** Policyholder and the Insured have no right to cede any claim rights deriving from Insurance Contract, incl. those already effective or incumbent to third parties.
- 13.5.** Notifications, requests and information related to Insurance Contract BTA, as well as the Policyholder and the Insured shall provide in writing or upon the use of durable medium or means of remote communication, upon the use of which the parties have agreed in the Insurance Contract.
- 13.6.** Upon request by the Policyholder, the Insured or another person, entitled to claim the Insurance Indemnity, BTA shall provide the claimant with its notifications, requests and the information, provided upon the use of website, durable medium or any other means of remote communication, in writing and free of charge.
- 13.7.** Regulatory enactments of the Republic of Latvia shall be enforced upon settlement of contractual relationships deriving from Insurance Contracts.
- 13.8.** BTA as controller of personal data processing shall process personal data of natural persons upon observance of the regulation 2016/679 of 27 April 2016 by the European Parliament and the Council on protection of natural persons in regard to processing personal data and free movement of such data, thus invalidating directive 95/46/EK (General data protection regulation) and requirements to personal data processing provided for in other regulatory enactments.
- 13.9.** Principles of personal data processing performed by BTA are published on BTA website www.bta.lv.
- 13.10.** BTA is not entitled to provide insurance and BTA is not obliged to pay the Insurance Indemnity or provide benefits in accordance with the Insurance Contract, as long as provision of such insurance, Insurance Indemnity disbursement or provision of benefits:
- 13.10.1.** subjects BTA to sanctions, restrictions or limitations, established by the resolutions of the United Nations or trade or economic sanctions, regulatory enactments of the European Union, the Republic of Latvia, the United Kingdom or the United States of America (upon condition that it does not violate any regulations or regulatory enactments, applicable to BTA);
 - 13.10.2.** subjects a reinsurance company, the whom the Insurance Contract is submitted for reinsurance, to sanctions, restrictions or limitations, established in accordance with the regulatory enactments of the reinsurance company's state of registration.
- 13.11.** In case of contradictions or lack of compliance between the text of the Insurance Contract in the Latvian language and in any other language, text of the Insurance Contract in the Latvian language shall be considered a priority binding for the contractual parties of the Insurance Contract.
- 13.12.** The Terms and Conditions are published on BTA website www.bta.lv.