

LIVESTOCK INSURANCE

Terms and Conditions No. 08.DZ1

Effective as of 01.12.2021

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

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1. TERMS USED IN THE TERMS AND CONDITIONS

Age group – a definite age group of Farm Animals, which an animal belongs to.

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

Claim application – a written application of specific form provided by BTA about the possible Insured Event.

Death – complete cessation of life processes in cells or tissues of animals or birds not resulting from Emergency Slaughter and / or Depopulation.

Deductible – the amount of losses indicated in the Insurance Contract not reimbursed by BTA. The deductible may be expressed as a fixed amount of money, percentage of the amount of losses resulting from 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.

Depopulation – killing of a farm animal recommended by a consulted veterinarian or the Food and Veterinary Service if the animal is subject to severe pain and it is not possible to cure it.

Emergency Slaughter – killing of an injured or diseased animal or bird, when it endures severe pain and suffering that cannot feasibly be alleviated.

Farm Animals – animals bred and kept for obtaining products of animal origin or for other agricultural purposes.

Grazing period – a period during which animals are on pasture, which is a land plot with vegetation naturally or artificially grown upon it.

ID No. – identification number of a Farm Animal.

Insurance Application – a document or another information that the Policyholder submits to BTA to inform about Insurance Object, facts and circumstances necessary to assess the Insured Risk. 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 and the Insured shall be considered to have been submitted by the Policyholder. Acceptance of the Insurance Application does not impose any duty on BTA to conclude the Insurance Contract.

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 amount as specified in the Insurance Contract, as well as to meet other obligations under the Insurance Contract. BTA, in its turn, undertakes, in the event of the Insured Event, to pay the Insurance Indemnity pursuant to the provisions of the Insurance Contract. The Insurance Contract includes the following documents: these Terms and Conditions, Insurance Policy, Insurance Policy Annexes, amendments thereto, other agreements concluded between the Policyholder and BTA.

Insurance Indemnity – amount of money payable for the Insured Event or costs of services to be provided in line with the concluded Insurance Contract.

Insurance Object – Insurance Object is a herd of livestock, flock of poultry or bee colonies, registered with the Agricultural Data Centre Register of the Republic of Latvia.

Insurance Period – the period when the insurance is in effect.

Insurance Policy – a document that verifies conclusion of the Insurance Contract and includes Insurance Contract provisions that the Policyholder and BTA have agreed upon.

Insurance Premium – payment for Insurance, indicated in the Insurance Contract.

Insured Risk – an event specified in the Insurance Contract, the occurrence of which is possible in the future beyond the will of the Insured.

Insured – the owner or lawful user of the Farm Animals specified in the Insurance Contract whose Farm Animals have been insured pursuant to the Insurance Contract.

List Quantity – the quantity of Farm Animals, indicated in the list of the Agricultural Data Centre.

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.

Policyholder – person concluding insurance contract for the benefit of itself or another person.

Postnatal period – the period when calving of the animal has occurred and during which postnatal complications are possible, this period shall be defined as 30 days after the birth of the fetus.

Sum Insured – limit of BTA's liability in pecuniary terms, defined in the Insurance Contract, or rules of the limit's calculation.

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 the value of the Insurance Object just before the occurrence of the Insured Event.

2. INSURANCE OBJECT

2.1. Insurance Object is

2.1.1. herd of livestock;

2.1.2. flock of poultry;

2.1.3. bee colonies,

registered with the Agricultural Data Centre Register of the Republic of Latvia.

2.2. Only the insurance object, clearly indicated in the concluded insurance contract, in line with the indicated age group, is insured.

2.2.1. Cattle – aged between 3 months and 12 years;

2.2.2. Horses – aged between 1 year and 16 years;

2.2.3. Sheep – aged between 1 year and 8 years;

2.2.4. Goats – aged between 1 year and 8 years;

2.2.5. Pigs – aged between 3 months and 5 years;

2.2.6. Birds – aged between 15 days and 2 years;

2.2.7. Bee colonies.

3. INSURANCE COVERAGE

3.1. The Insurance Object shall be insured against the risks defined below, if they are marked as insured in the insurance contract.

3.1.1. Disease risk – BTA compensates direct losses, if Death, Depopulation or Emergency Slaughter of a Farm Animal has occurred, when caused by:

3.1.1.1. Acute non-infectious disease;

3.1.1.2. Acute infectious disease.

3.1.2. Injury risk – BTA compensates direct losses, if Death, Depopulation or Emergency Slaughter of a Farm Animal has occurred, when caused by:

3.1.2.1. Traumatic damage to animal's bodily tissues and organs due to direct, external, mechanic, thermal, foreign object, chemical or electric influence;

3.1.2.2. Acute chemical poisoning;

3.1.2.3. Suffocation;

3.1.2.4. Self-strangulation.

3.1.3. Birth risk – BTA compensates direct losses, if Death, Depopulation or Emergency Slaughter of a Farm Animal has occurred, when the cause of it has been complications occurring during pregnancy, birth or postnatal period, including for losses, when the cattle has been diagnosed with displacement of abomasum during pregnancy, birth or postnatal period. Insurance protection for the birth risk shall be in effect with respect to:

3.1.3.1. Cattle from the seventh month of pregnancy to the first month after calving;

- 3.1.3.2. Other animals, except for cattle, only during birth.
- 3.1.4. **Pasture grazing risk** – BTA compensates direct losses, if Death, loss, Depopulation or Emergency Slaughter of a Farm Animal has occurred, when caused by:
 - 3.1.4.1. Drowning;
 - 3.1.4.2. Other animal attack;
 - 3.1.4.3. Toxic plant or substance poisoning;
 - 3.1.4.4. Bite of venomous animals or insects;
 - 3.1.4.5. Getting under a vehicle;
 - 3.1.4.6. Missing, when there is evidence that the animal itself has broken loose from the pasture enclosure and has not been found within 15 days.
- 3.1.5. **Illegal activities of third parties** – BTA compensates direct losses, if Death, loss, Depopulation or Emergency Slaughter of a Farm Animal has occurred, when caused by:
 - 3.1.5.1. Theft of Farm Animals, when carried out by third parties illegally entering the insurance contract's effective territory. Theft risk will have occurred, when there are inevitable signs of breaking in, which means, broken, mechanically damaged or picked locks or obstacles installed to preclude free access to premises;
 - 3.1.5.2. Robbery of a Farm Animal, when it involves violence used or threatened to use against persons legally present in the insurance contract's effective territory.
 - 3.1.5.3. A direct or indirect mechanic influence of a road vehicle, including a rail vehicle, on the animal;
 - 3.1.5.4. Incorrect or unauthorized use of herbicides, established by the State Plant Protection Service.
- 3.1.6. **Fire risk** – BTA compensates direct losses, if Death, Depopulation or Emergency Slaughter of a Farm Animal has occurred, when caused by:
 - 3.1.6.1. Fire – breakout of fire in a place not designated for it, including when spreading beyond the boundaries of a place designated for it and having the capability of spreading further uncontrolled;
 - 3.1.6.2. Explosion – a sudden release of energy based on the disposition of gases or steam to expansion. Explosion of a container (for instance, boiler, pipeline) has occurred in a case if its walls have burst to such extent that the process results in a sudden levelling of pressure outside and inside the container;
 - 3.1.6.3. Lightning (incl. ball lightning) strike – direct impact of lightning on the insurance object;
- 3.1.7. **Natural disaster risks** – BTA compensates direct losses, if Death, Depopulation or Emergency Slaughter of a Farm Animal has occurred, when caused by:
 - 3.1.7.1. Storm – wind velocity of at least level 7 (by Beaufort scale) or 17 m/s. Subject to indemnity will be losses for damage to the insurance object being struck by falling trees, masts, building elements and other objects that have become airborne because of storm. In case the wind velocity is impossible to determine at the location of the insurance object, then it shall be regarded as occurrence of storm, when the damage to the insurance objects is inevitably caused by storm;
 - 3.1.7.2. Hail – atmospheric precipitation in the form of ice grain;
 - 3.1.7.3. Severe cold – a drop in air temperature below minus 30°C;
 - 3.1.7.4. Rain – atmospheric precipitation in the form of water droplets, when at least 20 mm of precipitation falls out in a period of 5 hours or less;
 - 3.1.7.5. Falling of trees, masts, poles or their parts due to gravitation force.
- 3.1.8. **Hazardous infectious disease risk** – BTA compensates direct losses, if Death, Depopulation or Emergency Slaughter of a Farm Animal has occurred due to diseases on A and B group list of the Office International des Epizooties, provided this fact has been established by the Food and Veterinary Service of the Republic of Latvia.
- 3.1.9. **Veterinary medical treatment expenses** – BTA compensates direct veterinary medical treatment expenses for disease diagnostics, treatment of Farming Animals in the case of disease and injuries.

4. SUM INSURED

- 4.1. Sum Insured – the Sum Insured shall be set for each Insured Object separately and indicated in the Insurance Contract.
- 4.2. Setting the Sum Insured – the Sum Insured is set by the Policyholder. When concluding Insurance Contract, the Policyholder assumes full liability for setting the Sum Insured and its correspondence to the value of the

Insurance Object. If, upon occurrence of an Insured Event the Sum Insured is established to differ from the value of the Insurance Object, then, calculating the amount of the Insurance Indemnity, the conditions regarding Under-insurance or Over-insurance shall be applied.

5. EXCEPTIONS

- 5.1.** An event shall not be regarded an insured event and such losses shall not be compensated, which directly or indirectly have occurred:
- 5.1.1.** Continuous, gradual processes (such as ageing, deterioration of sensory functions inherent to species, wear and tear of some bodily parts).
 - 5.1.2.** Killing a Farming Animal or bird for economic reasons (e.g., all types of impotence, deterioration of productivity, all inherited diseases, exterior defects, rickets, reluctance or prohibition to keep livestock or poultry);
 - 5.1.3.** In the case of mastitis, resulting in occurrence of Death of a Farming Animal, or its Depopulation or Emergency Slaughter is required.
 - 5.1.4.** In the case of displacement of abomasum, except for and exclusively during the Calving period, when Death of a Farming Animal has occurred, or its Depopulation or Emergency Slaughter is required.
 - 5.1.5.** In the case of fatty liver degeneration, resulting in occurrence of Death of a Farming Animal, or its Depopulation or Emergency Slaughter is required.
 - 5.1.6.** Due to sunstroke or heatstroke;
 - 5.1.7.** Bee colony perishing fully or partially due to:
 - 5.1.7.1.** invasive diseases, varroaosis;
 - 5.1.7.2.** agricultural pesticide poisoning;
 - 5.1.7.3.** environmental pollution;
 - 5.1.7.4.** industrial discharges of poisons into atmosphere (arsenic, fluorine, sulphur and cyanide compounds, etc.);
 - 5.1.7.5.** bee-garden being taken to pasture outside the permanent holding, except for occurrence of the insured risk specified in Article 3.1.5.4 of these Terms and Conditions;
 - 5.1.8.** Violating the animal keeping requirements, including the fire safety requirements, specified in the regulatory enactments of the Republic of Latvia, and such violation has caused the animal's Death, Depopulation or Emergency Slaughter.
 - 5.1.9.** Due to failure to perform anti-epizootic measures within required terms and non-performance of immunization of animals against contagious diseases, required by the Latvian Food and Veterinary Service;
 - 5.1.10.** Due to any environmental pollution.
 - 5.1.11.** Repeatedly within 30 days due to insect bites.
 - 5.1.12.** As a result of untreated late-stage, chronic incurable diseases.
 - 5.1.13.** Due to diseases on A and B group list of the Office International des Epizooties and their consequences.
 - 5.1.14.** Due to the effects of explosion of explosives.
- 5.2.** It shall not be regarded an insured event and no such expenses will be indemnified when incurred directly or indirectly in connection with:
- 5.2.1.** Information technologies security incident – losses incurred as a result of an information technologies security incident that has occurred or is about to occur in the 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.
 - 5.2.2.** War – losses that have incurred in regard to any manifestation of violence, including but not limited to war, invasion, occupation, annexation, hostile act of a foreign country (with or without evidence on involvement of foreign country in such an act), warfare, or operation similar to war (with or without declaring war); civil war, rebellion, strike, uprising, unrest, revolution, military or usurped power, war or related robbery or plundering, violence, vandalism, sabotage; strike, lock-out, interruption of public order in the scope that is similar to civil uprising or rebellion; seizure of property, nationalisation, repossession, requisition, destroying, if caused or sanctioned by legally or actually recognised country or internationally not recognised foreign power, regardless whether it is lawful or not; other political risks, including losses or expenses directly or indirectly incurred as a result of prevention of the above

events;

- 5.2.3.** Malicious intent – losses incurred as a result of malicious intent of the Policyholder, Insured or their employees, i.e. intentional action to cause damage, or due to the level of fault that in terms of compensation of losses and other civil consequences is similar to malicious intent;
 - 5.2.4.** Penal sanctions – fines, contractual penalties, punishing or repressive sanctions and similar payments the duty of payment of which arises from regulatory enactments;
 - 5.2.5.** Terrorism – losses that have incurred in regard to any manifestation of terrorism, including but not limited to terror act (act that is manifested as the use of power and violence, or threats to apply it by any person or group of persons acting alone or in relation to any organisation or government or in the name of those, that is committed due to political, religious, ideological or ethnic reasons and that include an intent to impact government or cause danger to society or any part of it), as well as losses incurred in relation to preventive measures of terrorism act are not compensated;
 - 5.2.6.** State-issued regulatory enactments; declared emergency situation or state of exception, neither shall be reimbursed any losses or expenses that have arisen directly or indirectly in connection with any measures to eliminate the emergency situation or the state of exception;
 - 5.2.7.** Epidemic or pandemic.
- 5.3.** BTA shall not compensate:
- 5.3.1.** Regular expenses for keeping, tending, cleaning, veterinary medical care of animals.
 - 5.3.2.** Indirect losses, including lost income, temporary premises lease expenses and relocation expenses, unless it is stipulated in the special conditions of the Insurance Contract.
 - 5.3.3.** Losses that have occurred due to Emergency Slaughter of animals, if BTA has not been furnished with a veterinary medic's opinion confirming the necessity and reason for Emergency Slaughter or Depopulation.
 - 5.3.4.** Losses when Farm Animals are insured by age groups and, upon occurrence of an Insured Event, the quantity of animals in the respective age group is 10 percent higher than specified in the Insurance Contract, the Insurance Indemnity shall not be paid.

6. WAITING PERIOD

- 6.1.** For Farm Animals that are insured for the first time, a waiting period of 10 days shall be set as of the start date of the insurance period, except when a new insurance contract is signed with BTA without an interruption in the insurance cover.
- 6.2.** A waiting period of the first 30 days from the animal relocation registration day with the Agricultural Data Centre shall be set, if the animal is transferred to the insured herd from abroad or another Latvian herd.
- 6.3.** Postnatal period for cattle shall be set as of the seventh month of pregnancy until the first month after calving.

7. OBLIGATIONS UPON OCCURRENCE OF A POTENTIAL INSURED EVENT

- 7.1.** A precondition for insurance indemnity payment upon occurrence of a potential Insured Event, is the fulfilment of the obligations of the Policyholder or the beneficiary:
 - 7.1.1.** Upon occurrence of a potential Insured Event, immediately, as soon as possible, inform BTA of the occurred accident by means of the hotline +371 26121212 or resources specified in BTA website www.bta.lv and provide the information about the accident and follow the received instructions;
 - 7.1.2.** Upon occurrence of a Farm Animal accident, to immediately, as soon as possible, carry out the activities in accordance with the effective regulatory enactments, as well as:
 - 7.1.3.** Immediately, upon BTA's request, to submit a definite form written statement regarding the occurrence of the potential Insured Event providing possibly complete and detailed information about the accident. Also, upon BTA's request, to resubmit a previously given information about the potential Insured Event by phone, at BTA's website, by e-mail or by means of other distance communication, also in writing, i.e., in paper form and signed with own hand, or as an electronic document, signed by a secure electronic signature;
 - 7.1.4.** To submit all documents and information requested by BTA that are required to understand the accident circumstances or to determine the loss amount.

8. INSURANCE INDEMNITY

- 8.1.** The amount of insurance indemnity shall be determined as follows:
 - 8.1.1.** In the case of Death of a Farm Animal, total or partial loss of a bee colony, insurance indemnity shall be calculated at the value of the deceased Farm Animal, perished bee colony or part of bee colony right before the insured event, less deductible;
 - 8.1.2.** In the case of Emergency Slaughter or Depopulation of a Farm Animal, the insurance indemnity shall be calculated at the value of the Farm Animal right before the insured event, less the deductible and

value of useful slaughter products;

- 8.1.3.** Upon occurrence of the Veterinary medical treatment expenses risk, BTA shall pay insurance indemnity, compensating the percentage share of the Veterinary medical treatment expenses as specified in the insurance contract. In such case, the Underinsurance principle shall not be applied.
- 8.2.** If a case of Underinsurance is established, which is a case when the insured sum is at least 10 per cent lower than the insurance object value, then the amount of loss shall be multiplied by the ratio between the sum insured and this value.
- 8.3.** Deductible shall not be deducted, when BTA, paying Insurance Indemnity, is entitled to recover losses to full extent from an Insurance company registered in regulatory enactments under the compulsory motor third party liability insurance. If BTA, paying Insurance Indemnity, is entitled to recover losses to full extent from an Insurance company registered outside Latvia, the deductible shall be deducted until compensation of losses is received in full, and then the deducted deductible is reimbursed to the Insurer.
- 8.4.** BTA is entitled to deduct the unpaid insurance premium from the calculated Insurance Indemnity.
- 8.5.** If Farm Animals are insured according to the List Quantity and, upon occurrence of an Insured Event the quantity of animals in the herd is 10 percent higher than the total quantity of Insured Animals, the Insurance Indemnity shall be calculated by dividing the total sum insured by the actual quantity of animals in the herd.
- 8.6.** If Farm Animals are insured according to ID No., then upon occurrence of an Insured Event, the Insurance Indemnity shall be calculated according to the Sum Insured indicated for the respective Farm Animal.
- 8.7.** If Farm Animals are insured by age groups and upon occurrence of an Insured Event, the quantity of animals in the respective age group does not exceed more than 10 percent of the quantity of animals in the age group specified in the Insurance Contract, the insurance indemnity shall be paid according to the age group, where the animal has been in, when deceased or killed.

9. INSURANCE CONTRACT CONCLUSION AND TAKING EFFECT

- 9.1.** The Insurance Contract is concluded based on an Insurance Offer prepared by BTA for the Policyholder, and the parties agree upon acceptable Insurance Contract provisions.
- 9.2.** The Insurance Offer is prepared based on Insurance Application.
- 9.3.** When the Insurance Contract is concluded, BTA issues to the Policyholder an Insurance Policy that confirms conclusion of the Insurance Contract.
- 9.4.** Amendments to the concluded Insurance Contract shall be processed in the form of an annex to the Insurance Policy.
- 9.5.** The insurance provided by the Insurance Contract shall take effect as of 00:00 of the first day of the Insurance Period specified in the Insurance Contract. but not earlier than the moment when the first instalment of the Insurance Premium is paid (if the Insurance Contract provides payment of Insurance Premium by instalments), in cases when:
- 9.5.1.** The Insurance Contract provides that the first day of the Insurance Period if the day of payment of the Insurance Premium;
- 9.5.2.** The payment day of the Insurance Premium is scheduled before the first day of the Insurance Period;
- 9.6.** If the Insurance Contract provides that the Insurance Premium or the first instalment of the Insurance premium (if the Insurance Contract provides payment of the Insurance Premium by instalments) have to be paid after the first day of the Insurance Period specified in the Insurance Contract, the insurance becomes effective at 00:00 of the first day of the Insurance Period provided that the Policyholder has paid the Insurance Premium or its first instalment within the term and in the amount provided in the Insurance Contract.
- 9.7.** If the Insurance Premium or its first instalment has been paid after the payment term prescribed in the Insurance Contract, BTA is entitled to repay the delayed Insurance Premium to the Policyholder within 10 working days, or, if BTA is not aware of the way how the Policyholder can receive the Insurance Premium, BTA can request such information. In this case insurance shall not have taken effect.
- 9.8.** If BTA, within the term provided in Article 9.6 of these Terms and Conditions, does not refund the Insurance Premium or its first instalment, or if BTA does not send the request referred to in Article 9.6 to the Policyholder, the insurance is effective in line with the provisions of Articles 9.5 and 9.6 of these Terms and Conditions.
- 9.9.** If the Insurance Premium or its first instalment is paid after the term provided in the Insurance Contract and a potential Insured Event has occurred until the payment of the Insurance Premium, insurance shall not have taken effect. In this case, BTA is obliged to notify the Policyholder about the invalidity of insurance within 10 working days and refund the Insurance Premium paid with delay to the Policyholder.
- 9.10.** Insurance is effective until 24:00 of the last day of the Insurance Period specified in the Insurance Contract, if the Policyholder and BTA have agreed or due to other reasons the Insurance Contract has not been terminated prematurely.

10. CONCLUSION OF INSURANCE CONTRACT BY MEANS OF DISTANCE COMMUNICATION

- 10.1.** 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.
- 10.2.** When the Insurance Contract is concluded by a Policyholder, who is a consumer, then such Insurance Contract shall be subject to the Distance Contract Terms, which are publicly available on BTA's website 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 Insurance Contract for a purpose unrelated to its business or professional activity.

11. SUBROGATION RIGHTS

- 11.1.** If BTA has paid out Insurance Indemnity, BTA obtains subrogation rights to request compensation in the amount of the paid Insurance Indemnity from the person from whom, pursuant to regulatory enactments, contract or any other agreement, the Insurer may request compensation of losses in full or in part.
- 11.2.** If the Insured has not notified BTA in writing about another procedure, in the cases when the Insurance Indemnity paid out by BTA covers only part of the losses incurred by the Insured, BTA can exercise its rights to submit a subrogation claim regardless whether the Insured exercises or does not exercise his/her rights to submit a claim against the guilty party. BTA and the Policyholder or Insured can agree upon cooperation in collection of losses in writing, including about submission of claim and maintaining the claim at the court together.

12. PERSONAL DATA PROCESSING

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

13. OTHER PROVISIONS

- 13.1.** In the event of discrepancies and contradictions between the documents of the Insurance Contract, the following hierarchy shall be observed and they shall be applied in the following order:
- 13.1.1.** Annexes to the Insurance Policy (if any) that amend the provisions of the Insurance Contract, in a succession depending on the date of becoming effective from the latest ones to the oldest ones;
 - 13.1.2.** Insurance Policy;
 - 13.1.3.** these Insurance Terms and Conditions.
- 13.2.** 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 beneficiary, a third party in liability insurance, and another person entitled to claim insurance indemnity, is publicly available on BTA's website www.bta.lv.
- 13.3.** The parties undertake not to disclose provisions of the Insurance Contract and information received within the framework of the Insurance Contract about the parties to the Insurance Contract or third parties, as well as not to use this information opposite to the interests of the parties to the Insurance Contract. The Information received under the Insurance Contract can be transferred to other persons in the cases prescribed in the effective regulatory enactments of the Republic of Latvia. BTA is entitled to provide information related to the Insurance Contract to experts, reinsurers, as well as store it in databases of BTA.
- 13.4.** All disputes arising between the parties of the Insurance Contract shall be settled by means of negotiation. 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 another dispute settlement procedure is stipulated by BTA and the Policyholder in the Insurance Contract.
- 13.5.** The Policyholder and the Insured are not entitled to assign any of their claim rights ensuing from the Insurance Contract to third parties, including already existing or possible claim rights.
- 13.6.** BTA as well as the Policyholder and the Insured 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.

- 13.7.** 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 distant communication, in writing and free of charge.
- 13.8.** The contractual relationships under Insurance Contracts are governed by regulatory enactments of the Republic of Latvia.
- 13.9.** 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:
- 13.9.1.** 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 or the United States of America (upon condition that it does not violate any regulations or regulatory enactments, applicable to BTA);
- 13.9.2.** 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.
- 13.10.** These Terms and Conditions are published at BTA website: www.bta.lv.