

PRIVATE PROPERTY ASSISTANCE PACKAGE

Insurance Terms and Conditions No. 0802.PAL1

Effective as of 01.09.2020.

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1. INSURANCE PROTECTION

- 1.1.** BTA, according to the procedure defined in these Terms and Conditions, shall provide and pay for the services specified in Article 1.2, concerning the receipt of emergency assistance, to limit of repair damages resulting from a sudden and unpredictable accident to a Flat, Building or part of Building, hereinafter – the Insurance Object, insured under the Private property insurance contract (policy), or to reduce further losses.
- 1.2.** BTA shall provide the following services:
- 1.2.1.** Consulting over the phone
- a)** how to act to limit of repair the damages resulting from the accident and reduce further losses,
 - b)** which state, municipal, service provider's emergency response teams and other competent institutions must be notified of the accident.
- 1.2.2.** Emergency lock service
- Lock picking, replacement or repair services in the case of lost keys, malfunction of the locking mechanism or damage to the key to the outer door of the Insurance Object, or gates – when the Insurance Object is a private house, twin or row house, when entering or leaving the Insurance Object has become impossible for the Insured, the Policyholder, or the Authorized User.
- 1.2.3.** Carpenter services
- To limit the damages caused to the Insurance Object by a sudden and unpredictable accident to reduce further losses and make temporary solutions in emergency cases, when the Insurance Object has been damaged, for instance, a window glass is smashed, wind damaged roof cover, the fence or building's roof damaged as a result of a fallen tree, etc.
- 1.2.4.** Plumber services
- Fixing a leakage of liquid or steam as a result of a case of emergency in utility mains of the Insurance Object (sudden and unexpected rupture, fissure or clogging of utility mains, resulting in leakage of liquid or steam from them) and installing temporary solutions to restore the functionality of the Insurance Object's damaged utility mains.
- 1.2.5.** Liquid collection services
- Collection of spilled water or sewerage after in a case of emergency in the Insurance Object's utility mains.
- 1.2.6.** Security services
- Physical security services, in case after an accident there are no other possibilities of ensuring protection against free access of third parties to the Insurance Object, and the Insured, the Policyholder or the Authorized User cannot himself ensure the Insurance Object being watched.

2. EXCEPTIONS

BTA will not provide and pay for the services specified in Article 1.2 of these Terms and Conditions:

- 2.1.** in case of occurrence of any of events specified in the "Exceptions" chapter of the Private Property Insurance Terms and Conditions in accordance with which the Private property insurance contract (policy) has been concluded, insofar that these Terms and Conditions provide otherwise;
- 2.2.** in case the damages have occurred in a property of joint ownership and they do not cause direct damages to the Insurance Object;
- 2.3.** if losses have occurred repeatedly after a previous temporary solution has been applied and an appropriate repair work has not been conducted to prevent the recurrence of the accident;
- 2.4.** in case the cooperation partner of BTA – the service provider cannot verify the identity of the service recipient, and its rights to receive the service;

- 2.5. in case the provision of service is dangerous or endangers life or health of a person, or property rights of third parties may be violated without their consent;
- 2.6. in case the Insured, the Policyholder or the Authorized User has provided untruthful information about the causes and circumstances of the accident;
- 2.7. in case the Insured, the Policyholder, the Authorized User or persons within the Insurance Object hamper the provision of the service;
- 2.8. in case the Insured, the Policyholder, the Authorized User has not followed the instructions previously given by BTA or BTA's cooperation partner – service provider, regarding activities to be done to limit or reduce the scope of consequences of the accident;
- 2.9. in case the Policyholder, the Insured or the Authorized User does not meet the obligations specified in Section 4 of these Terms and Conditions;
- 2.10. in case the services have not been provided by BTA or BTA's cooperation partner – service provider;
- 2.11. in case the Insured Object is not permanently inhabited (is not inhabited at least 230 days a year);
- 2.12. if water or sewerage leakage has occurred due to poor quality repair of appliances (household appliances, boiler, etc.);
- 2.13. It shall not be regarded an insured event and no such expenses will be indemnified when incurred directly or indirectly in connection with:
 - 2.13.1. state-issued regulatory enactments;
 - 2.13.2. 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;
 - 2.13.3. epidemic or pandemic.

3. SUM INSURED

- 3.1. Sum Insured for the Assistance package shall be EUR 350 for the entire insurance period.

4. OBLIGATIONS OF THE POLICYHOLDER, THE INSURED AND THE AUTHORIZED USER

The Policyholder, the Insured, the Authorized User are obliged to:

- 4.1. at the moment of conclusion of the insurance contract, provide to BTA a contact phone number, so that it could be used by BTA and BTA's cooperation partner – service provider to be able to contact the Policyholder, the Insured or the Authorized User, to obtain detailed information about the accident;
- 4.2. immediately notify about the accident by calling the BTA Customer Support Service hotline (+371) 26121212.
- 4.3. Listen to and follow the instructions of BTA and BTA's cooperation partner – service provider, when such are given, prior to a specialist's arrival at the Insurance Object;
- 4.4. conduct all emergency measures as soon as possible, to limit and fix the accident's consequences;
- 4.5. at a request of BTA's cooperation partner – service provider, present an identity document;
- 4.6. after the service has been provided, sign the document of the received services prepared by the service provider;
- 4.7. as soon as possible, conduct an appropriate repair to prevent the recurrence of the accident, if BTA's cooperation partner – service provider has or has not installed a temporary solution to avoid further losses.

5. INSURANCE INDEMNITY

- 5.1. The fee for services included in the Private property assistance package, in accordance with these Terms and Conditions and the concluded Private property insurance contract (policy), BTA shall pay directly to the BTA's cooperation partner – service provider.
- 5.2. The service price, service quality and compliance with the regulatory enactments of the Republic of Latvia shall be the responsibility of BTA's cooperation partner - service provider, or another service provider, who has provided a services in the case specified in Article 5.5.
- 5.3. BTA shall not be responsible for the amount of costs of services specified in Article 1.2, in excess of the Sum Insured indicated in Section 3 of these Terms and Conditions.
- 5.4. Carpenter services, Plumber services or Liquid collection services costs, exceeding the Sum Insured indicated in Section 3 of these Terms and Conditions, will be compensated by BTA in accordance with the Terms of the concluded Private property insurance contract (policy), if this accident is regarded as insured event in accordance with Private property insurance Terms and Conditions according to which the insurance contract (policy) has been concluded.
- 5.5. BTA will compensate to the Policyholder, the Insured or the Authorized User for the fee paid from his own funds for services specified in Article 1.2 of these Terms and Conditions, which were provided by a provider other than BTA's cooperation partner - service provider, only in the case, if BTA's cooperation partner – service provider will have informed, incl. by phone, that he is unable to provide the necessary service. Documents confirming the provision of a service shall be submitted to BTA no later than within 1 month since the service provision day. In this case, Article 2.10 of the Terms and Conditions shall ne be effective.

6. CONCLUSION OF INSURANCE CONTRACT BY MEANS OF DISTANCE COMMUNICATION

- 6.1.** 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.
- 6.2.** 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. The Distance Contract Terms, inter alia, describe the procedure of exercising the withdrawal rights, i.e., the rights to withdraw from the concluded Insurance Contract, including an available application form that 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.

7. PROCESSING OF PERSONAL DATA

- 7.1.** 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.
- 7.2.** Principles of personal data processing performed by BTA are published on BTA website www.bta.lv.

8. OTHER PROVISIONS

- 8.1.** These Insurance Terms and Conditions will be effective only, when a mark thereof is made in the Private property insurance contract (policy).
- 8.2.** These Terms and Conditions shall be applied together with Private Property Insurance Terms and Conditions in accordance with which the Private property insurance contract (policy) has been concluded and the terms in these Terms and Conditions are used in the same meaning as in the Private Property Insurance Terms and Conditions, unless another meaning is defined for them in these Terms and Conditions.
- 8.3.** Procedure how BTA handles a complaint for being dissatisfied with insurance contract or insurance services submitted by the submitter of insurance application, the Policyholder, the Insured, the Beneficiary and another person entitled to claim insurance indemnity, is publicly available on BTA's website www.bta.lv.
- 8.4.** All disputes arising between the parties to the Insurance Contract shall be settled by means of negotiation. If no mutual agreement is thus reached, the dispute shall be finally resolved in a court of the Republic of Latvia according to the effective regulatory enactments of the Republic of Latvia.
- 8.5.** Notifications, requests and information related to the 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 distant communication, upon the use of which the parties have agreed in the Insurance Contract.
- 8.6.** 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 distant communication, in writing and free of charge.
- 8.7.** 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:
- 8.7.1.** 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);
 - 8.7.2.** 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.
- 8.8.** These terms and conditions are published on BTA's website www.bta.lv.