

TRAVEL INSURANCE

Terms and Conditions No. 18.01

Effective as of 01.09.2023.

The Terms and Conditions present an integral part of the concluded Travel Insurance Contract.

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GENERAL TERMS AND CONDITIONS

1. TERMS USED IN THE TERMS AND CONDITIONS

Accident – a sudden, unforeseen event beyond the Customer's control:

- caused by external circumstances;
- resulting in damage to the Customer's physical condition;
- requiring Emergency Medical Treatment.

Actual Value – the value of an item calculated from the second year after purchase less depreciation of 20% per annum.

Aggravation of Chronic Disease – manifestation of the symptoms characteristic of the Chronic Disease that results in the need for Emergency Medical Treatment.

BTA – BTA Baltic Insurance Company AAS (the Insurer in terms of the Insurance Contract Law).

Carrier – a company providing paid services for the carriage of passengers and Luggage on predetermined routes by land, water or air.

Chronic Disease – an illness that persists over a long period of time and recurs periodically.

Customer – a natural person specified in the Insurance Contract who is insured (the insured within the meaning of the Insurance Contract Law).

Emergency Medical Treatment – medical treatment provided to avert an acute condition:

- in the case of outpatient treatment, the first visit to a doctor;

- in the case of inpatient treatment, until discharge from hospital.

Family Members:

- the Customer's spouse or partner, children, adopted children and adoptive parents, brothers, sisters;
- children or adopted children of the Customer's spouse or partner.

Home Country:

- the country of citizenship or nationality of the Customer;
- the country which has issued the Customer with a permanent or temporary residence permit.

Insurance Contract – an agreement between BTA and the Policyholder under which the Policyholder undertakes to fulfil the obligations set out therein, including the payment of the insurance premium in the manner, within the time and in the amount set out therein, and BTA undertakes to fulfil the obligations set out therein, including the payment of the insurance indemnity. The Insurance Contract shall consist of these Terms and Conditions, the Insurance Policy, the Annexes to the Insurance Policy and any amendments to the Contract.

Insurance Policy – a document confirming the conclusion of the Insurance Contract.

Insured Event – an event that is expected to result in the payment of an insurance indemnity.

Insured Risk – the risk specified in the Insurance Policy that is insured.

Luggage – the bags and items listed in these Terms and Conditions under each Luggage Insurance Risk.

Policyholder – a person, who enters into an Insurance contract in favour of itself or another person.

Sole Companion – the only person with whom the Customer is travelling and both persons have:

- purchased Travel Tickets and made reservations;
- the same travel dates, route, mode of transport and accommodation.

Sum Insured – the amount of each insured risk specified in the Insurance Policy. It is the maximum amount that can be paid as an insurance indemnity to one Customer during one Travel.

Travel – a trip by the Customer outside the Home Country for a specified period of time. A Travel begins when the Customer leaves the Home Country by crossing the border and ends when the Customer returns to the Home Country.

2. INSURANCE OBJECT

The Insurance Object is the Customer's life, health or physical condition, assets or interests, as well as third-party liability.

3. THE EFFECTIVE TERRITORY OF INSURANCE

- 3.1.** The insurance shall be effective in the territory specified in the Insurance Policy:
- a) in the territory of the Baltic Sea: Estonia, Lithuania, Poland, Finland and Sweden;
 - b) in the territory of Europe: in Europe, as well as Egypt, Turkey, Tunisia, Israel, Armenia, Azerbaijan, Georgia and Morocco;
 - c) worldwide.
- 3.2.** The insurance is not effective in the Home Country, except if the Insurance Contract is taken out in order to obtain a residence permit in Latvia, for which the "Policy for obtaining a residence permit" is indicated in the "Additional Conditions" section of the Insurance Policy. In this case, the insurance is also effective in Latvia.

4. SPORTS AND PHYSICAL ACTIVITIES

- 4.1.** During the Travel, all physical or sporting activities of the Customer shall be insured, except in the cases specified in paragraphs 4.2 and 4.3.
- 4.2.** If "High-Risk Activities" is indicated in the "Additional Conditions" section of the Insurance Policy, the insurance shall be valid for:
- a) participation in or preparation for competitions at amateur level in any sport;
 - b) participation in sports camps in any sport;
 - c) the following activities:
 - skiing, snowboarding;
 - scuba diving up to a depth of 30 metres;
 - mountain hiking without climbing equipment to an altitude of 4500 metres above sea level;
 - motor sport;
 - riding a motorbike, snowmobile and quadricycle with an engine capacity not exceeding 125 cc and a power not exceeding 15 kilowatts;
 - mountain, BMX and MTB cycling;
 - windsurfing, surfing, kiteboarding, water-skiing, sailing up to 24 nautical miles from the shoreline, jet-skiing;
 - American football, handball, rugby, hockey, boxing, oriental martial arts, wrestling;
 - ballooning, gliding, paragliding or hang gliding, including as a passenger.

- 4.3.** The insurance does not apply if the Customer is engaged in the following activities, unless otherwise stated in the "Additional Conditions" section of the Insurance Policy:
- a)** any physical or sporting activity as a professional athlete. Professional athlete means the Customer:
 - whose main occupation is sport;
 - who, for a fee, prepares for and participates in sporting competitions;
 - who is a member of a national team or a sports club or team registered outside Latvia;
 - who participates in continental or world level competitions.
 - b)** the following sporting or physical activities:
 - which include tumbling, acrobatics, jumping from a height, stunt elements;
 - mountaineering;
 - heliboarding or heliskiing;
 - jumping from waterfalls;
 - wingsuiting;
 - motorsports;
 - parkour;
 - diving deeper than 30 metres;
 - skiing, snowboarding off slopes specially equipped for that purpose.

INSURED RISKS

5. MEDICAL ASSISTANCE INSURANCE

- 5.1. Medical Expenses** – BTA shall reimburse the following expenses incurred during the Travel in connection with the Customer's acute illness (illness which has not manifested itself before the conclusion of the Insurance Contract and for which the Customer requires Emergency Medical Treatment), Aggravation of Chronic Disease or Accident until the moment when the Customer's transfer to the Home Country becomes possible, but not longer than 30 days from the moment of hospitalisation:
- a)** for Emergency Medical Treatment;
 - b)** for emergency surgical operations performed within 72 hours of the Accident and the failure to perform which endangers the Customer's life;
 - c)** related to Emergency Medical Treatment in case of the Customer's pregnancy complications, including those related to ectopic pregnancy, for an amount not exceeding EUR 1000 if the duration of pregnancy does not exceed 32 weeks;
 - d)** for cardiac and cardiovascular surgery, implantation of a pacemaker:
 - related to Emergency Medical Treatment up to a maximum of EUR 5000;
 - related to the prevention of the direct consequences of an Accident within the Medical Expenses risk limit;
 - e)** purchase of prescription medicine that was purchased according to the prescription issued by a doctor;
 - f)** for the purchase or lease of technical medical aids prescribed by a doctor and temporarily required (e.g. wheelchair, crutches, orthosis), up to a maximum of EUR 300;
 - g)** transport expenses to and from the medical facility where the Emergency Medical Treatment is provided and from the medical facility to the accommodation.
- 5.2. Emergency Dental Treatment** – BTA reimburses expenses incurred in connection with emergency dental treatment.
- 5.3. Medical Evacuation** – BTA shall reimburse the following expenses for the Customer's return to the Home Country if the Insured Risk "Medical Expenses" has occurred:
- a)** the expenses for purchasing new transport tickets to replace the lost tickets or the expenses for transporting the Customer to a hospital in the Home Country in accordance with the instructions of the attending medical practitioner;
 - b)** services and transport expenses if the attending medical practitioner has indicated that the Customer needs to be accompanied. If the medical officer can be replaced by another accompanying person, BTA shall reimburse the expenses for the purchase of a new transport ticket for one accompanying Family Member travelling with the Customer or the Sole Companion;
 - c)** accommodation expenses up to a maximum of EUR 100 per night for a period of up to 3 days if the hospitalisation results in a delay of the scheduled return flight;
 - d)** if a minor travelling with the Customer is unaccompanied due to the Customer's hospitalisation, BTA shall reimburse the costs of transport tickets for the minor and the accompanying person;
 - e)** if the injured Customer is a minor, one Family Member or Sole Companion shall be reimbursed for the purchase of new transport tickets and accommodation expenses up to a maximum of EUR 100 per night for a period of up to 3 days.
- 5.4. Repatriation** – BTA will reimburse expenses incurred in connection with:
- a)** the transportation of the Customer's remains to the airport of the Home Country if transported by plane, or to the morgue if transported by other means of transport. At the request of the next of kin, transportation may be made to an airport in the Home Country other than Latvia. In this case, BTA will

only pay an insurance indemnity up to the amount that would have been payable for transporting the remains to Latvia;

- b) the burial of the Customer's remains, including the costs of purchasing a coffin or cremation and cremation urn in the country where the death of the Customer occurred during the Travel, if the burial has been agreed with BTA. The amount of compensation shall not exceed the amount for which BTA could have arranged for the transfer of the Customer's remains to Latvia.

5.5. In the event of medical evacuation and repatriation, if transport is carried out to a Home Country other than Latvia, BTA shall pay the insurance indemnity only to the extent that it does not exceed the amount of money that would have been payable for transport to Latvia. This does not apply to Insurance Policies which include a "Policy for obtaining a residence permit" endorsement in the Additional Conditions.

5.6. Arrival of a relative in case of emergency – BTA shall reimburse the following expenses to the Customer for the arrival of one relative if during the Travel the Customer is subject to the risk "Medical Expenses" and the Customer is admitted to a hospital:

- a) expenses for the purchase of an economy class transport ticket (round trip) from the Carrier;
- b) accommodation expenses up to a maximum of EUR 100 per night for a period of up to 10 days.

5.7. Medical Expenses in the Home Country – if the Insured Risk "Medical Expenses" occurs during the Travel and further medical treatment is required according to the doctor's instructions, BTA shall reimburse the expenses for medical and rehabilitation services and prescription medicines received by the Customer in the Home Country within 30 days after return.

5.8. For the Insurance Contract concluded in order to obtain a residence permit in Latvia and for which the Insurance Policy contains a clause "**Policy for obtaining a residence permit**" in the section "Additional Conditions", the following Terms and Conditions shall apply in addition:

- a) the insurance indemnity for the Insured Risk "Medical Expenses" per Insured Event is up to EUR 750;
- b) an excess of EUR 50 per Insured Event shall apply;
- c) no indemnity shall be provided in case of the Aggravation of Chronic Disease;
- d) in case of Emergency Dental Treatment, only the costs of purchasing painkillers and temporary dental treatment measures (X-ray, placement of medication, temporary filling, tooth extraction, local anaesthesia, opening of dental canals and administration of medication) are reimbursed.

6. ACCIDENT INSURANCE

6.1. Accident resulting in mutilation or death – if an Accident occurs to the Customer during the Travel which results in the Customer's death or any of the mutilations listed in Table 1:

- a) BTA shall pay the insurance indemnity only after the mutilation has been recognised as permanent and irreversible;
- b) BTA shall calculate the insurance indemnity at the percentage of the Sum Insured specified in Table 1 for the Insured Risk "Accident resulting in mutilation or death" in the Insurance Policy;
- c) if the Accident results in Customer suffering multiple mutilations, BTA shall pay the insurance indemnity for each mutilation, however, without exceeding the total Sum Insured for that risk specified in the Insurance Policy;
- d) BTA shall pay the insurance indemnity to the Customer's heirs if the Accident results in the Customer's death or the person sustains bodily injury resulting in the Customer's death within 1 year after the Accident. In the event of death, the Insurance Indemnity shall be paid in the amount of the Sum Insured specified in the Insurance Policy for the risk "Accident resulting in mutilation or death". The insurance indemnity for death shall be reduced by the insurance indemnity previously paid in respect of one Accident resulting in mutilation.

Table 1.

Amount of insurance indemnity regarding mutilation sustained in an Accident:

No.	Mutilation	Insurance indemnity as a percentage of the Sum Insured specified for the Insured Risk "Accident resulting in mutilation or death"
1	Traumatic damage of the nervous system, causing: <ul style="list-style-type: none"> a) paralysis of all four limbs (tetraplegia); b) paralysis of one side of the body (hemiplegia); c) paralysis of both legs or arms (paraplegia); d) paralysis of one limb, muscle or muscle group (monoplegia). 	<ul style="list-style-type: none"> a) 100% b) 70% c) 70% d) 50%
2	Complete and irreversible hearing loss (one ear)	100% (30%)
3	Complete and irreversible loss of vision (in one eye)	100% (50%)
4	Complete and irreversible loss of speech	100%

5	Amputation of two extremities at any level	100%
6	Extremity amputation at shoulder or hip level	65%
7	Extremity amputation at elbow or knee joint level	50%
8	Brain tissue damage	50%
9	Extremity amputation at wrist or foot joint level	40%
10	Amputation of the thumb or toe, or 1st digit of the hand or foot	10%
11	Amputation of 2nd, 3rd, 4th or 5th digit (finger/toe) of hand or foot	5%
	- for each following digit	5%

6.2. Injury – If an Accident occurs to the Customer during the Travel which results in any of the injuries listed in Table 2, BTA shall pay the insurance indemnity as follows:

- a) BTA shall calculate the insurance indemnity at the percentage shown in Table 2 for the Insured Risk "Injury" in the Insurance Policy;
- b) BTA shall reimburse expenses for pre-paid services that the Customer is unable to use during the Travel due to the Injury, such as ski pass, sports equipment rental.

Table 2.

Amount of insurance indemnity due to injury sustained in an Accident

No.	Injury	Insurance indemnity as a percentage of the Sum Insured specified for the Insured Risk "Injury"
1	Concussion and hospitalisation of the victim	3%
2	Traumatic haemorrhage of the brain and its membranes	20%
4	Cranial and facial bone fractures: a) nasal bone; b) maxillary, mandibular, palatal, orbital, zygomatic bones; c) cranial vault bone; d) fracture of the skull base.	a) 5% b) 10% c) 20% d) 30%
5	Loss of teeth: a) 1 to 4 teeth; b) 5 or more.	a) 5% b) 10%
6	Fracture of a vertebral arch or transverse process – for each vertebra	5%
7	Fracture of a vertebral body – for each vertebra	15%
8	Spinal cord damage: a) partial rupture or compression with permanent functional disorders; b) complete rupture.	a) 25% b) 50%
9	Pelvic fracture	20%
10	Rib fracture – for each rib	3%
11	Clavicle or scapula fracture	10%
12	Humerus or femur fracture	20%
13	Fracture of one forearm/shin bone or heel bone fracture	10%
14	Ankle fracture	10%
15	Fracture of both forearm or shin bones	20%
16	Fracture of carpals or tarsals or metacarpals or metatarsals – for each	3%
17	Fracture of the thumb or toe or 1st digit of the hand or foot – for each 1st digit	5%
18	Fracture of 2nd, 3rd, 4th or 5th digit (finger/toe) of hand/foot – for each digit	3%
19	Internal organ bruise with haemorrhage if surgical intervention is not required	5%
20	Internal organ bruise with organ damage with surgical intervention	15%
21	Articular ligament strain with immobilisation	3%
22	Rupture of the ligaments or meniscus	10%

7. LUGGAGE INSURANCE

7.1. Luggage with the Carrier – BTA shall indemnify for losses caused to Luggage registered in the name of the Customer by the fault of the Carrier in connection with the loss, theft or damage.

BTA shall compensate for the loss as follows:

- a) in case of damage to the Luggage, BTA shall compensate the Customer for the repair of the Luggage. If the repair costs exceed the Actual Value of the Luggage or repair is not possible, the loss shall be compensated in the amount of the Actual Value of the Luggage. In this case, Luggage shall be deemed to include bags and the footwear and clothing, pushchairs, child seats and ancillary wheels contained therein;
- b) in case of loss or theft of the Luggage, BTA shall pay an insurance indemnity equal to the Actual Value of the Luggage. Luggage shall be deemed lost or stolen if confirmed by the Carrier. When the insurance indemnity is paid, it shall be deducted from the costs previously paid for the Insured Risk "Luggage Delay" and the compensation paid by the Carrier, if any. In this case, Luggage shall be deemed to include bags and the footwear and clothing contained therein, pushchairs, child seats, ancillary wheels and hygiene products, excluding make-up.

7.2. Luggage Delay – BTA shall compensate the Customer for losses incurred during the Travel due to the delay of Luggage for more than 2 hours registered with the Carrier in the name of the Customer. In this case, Luggage shall be deemed to include bags and the footwear and clothing contained therein, pushchairs, child seats, ancillary wheels, telephone and computer charger and hygiene products, excluding make-up. BTA shall reimburse the Customer for the purchase of bags, footwear, clothing, hygiene products, telephone and computer charger. BTA shall compensate for the rental of pushchairs, child seats and auxiliary wheels until the Luggage is recovered.

7.3. Luggage with the Customer – BTA shall compensate for losses incurred in connection with the theft or robbery of the Customer's Luggage during the Travel. In this case, Luggage shall be deemed to include footwear, clothing, pushchairs and car seats, ancillary wheels, telephone, computer, tablet and its accessories, hygiene products, excluding make-up. BTA shall compensate for the loss in the amount of the Actual Value of the stolen Luggage if the Customer has notified the law enforcement authority of the relevant country within 24 hours of the discovery of the theft or robbery and has received written confirmation of the fact of notification from such authority.

7.4. Luggage shall also be deemed to be sports equipment intended for the purpose of engaging in physical or sports activities that are insured pursuant to the insurance contract during the Travel, and:

- a) in the event of damage to the sports equipment, BTA shall compensate the Customer for the costs of repairing the sports equipment. If the repair costs exceed the Actual Value of the equipment or repair is not possible, the loss shall be compensated in the amount of the Actual Value of the equipment. If the sports equipment is not usable due to damage, BTA shall cover the costs of renting the sports equipment during the Travel;
- b) in case of loss, theft or robbery of the sports equipment, BTA shall pay the insurance indemnity in the amount of the Actual Value of the sports equipment;
- c) in case of delay of the sports equipment, BTA shall reimburse the rental expenses until the sports equipment is recovered.

8. TRAVEL CHANGE INSURANCE

8.1. Travel Cancellation – if the Travel is cancelled before its commencement while the Customer is in the Home Country, BTA shall reimburse the following expenses:

- for paid and unused transport services,
- for paid and unused accommodation services,
- for paid and unused tickets for public events,
- for rebooking or new equivalent booking,

incurred by the Customer in connection with the cancellation of the scheduled Travel for any of the following reasons, provided that the Insurance Contract has been concluded and the Insurance Premium is paid in full 72 hours before the commencement of the Travel:

- a) death of the Customer, Family Member or Sole Companion, Acute Illness (an illness which has not manifested itself prior to the conclusion of the Insurance Contract and for which the Customer requires Emergency Medical Treatment), Aggravation of a Chronic Disease, Accident with subsequent treatment or Customer's (or the Customer's spouse's, partner's) pregnancy complications occurring concurrently with the start date of the Travel;
- b) the need to remain in the Home Country due to damage to the Customer's property located in the Home Country where the Customer's presence is required to repair the damage, complete formalities or participate in an investigation;
- c) the need to appear before a law enforcement authority as a victim or witness;

- d) cancellation of a public entertainment, educational, sporting or recreational event if the purpose of the Travel was to attend that event and a ticket for that event was purchased prior to the Travel;
- e) the occurrence of a terrorist act officially recognised as such by the authorities of the country of destination of the Travel which has disrupted the provision of tourist services in that country.

8.2. Travel Interruption – BTA shall reimburse the following expenses:

- the purchase of a new transport ticket of an equivalent class or vehicle rental expenses to return to the Home Country (At the Customer's option, BTA shall reimburse expenses to a destination other than the Home Country specified by the Customer. In this case, BTA will only pay the insurance indemnity up to the amount of money that would have been payable for the return to the Home Country),
- expenses for accommodation services previously booked, paid for and not used if the Travel is interrupted for the following reasons:
 - a) a Customer's Family Member's illness or an Accident requiring further hospital treatment of 48 hours or more, or death;;
 - b) the need to return to the Home Country due to damage to the Customer's property located in the Home Country where the Customer's presence is required to repair the damage, complete formalities or participate in an investigation;
 - c) inability to continue the Travel if the Customer has travelled by private or rental vehicle and there is a road traffic accident during the Travel due to which the technical condition of the vehicle makes it impossible to continue or if the vehicle is stolen during the Travel;
 - d) terrorist act officially recognised as such by the authorities of the country of destination of the Travel which disrupts the provision of the intended services to tourists in the country and makes it impossible to continue the Travel.

8.3. Transport Changes – BTA will compensate for the following tasks in connection with changes to the Travel if:

- a) the Carrier gives notification of the following no earlier than 48 hours before the scheduled departure:
 - cancellation of the flight;
 - delay of the flight by at least 4 hours;
 - denial of a seat due to overbooking.
- b) The Carrier's delay is due to:
 - a traffic accident, traffic jam or an unforeseen road closure;
 - delay or absence of public transport.

8.3.1. In the event of cancellation, delay or denied seat, BTA will reimburse the costs for:

- During Travel: meals, accommodation, transport to and from the accommodation if the expenses are incurred from the time of cancellation, delay or denied boarding until departure;
- in the Home Country: only for meals in case of flight delay if the expenses are incurred from the time of flight delay until departure;
- 50% of the purchase of a new transport ticket to continue the Travel if the Customer does not wish to use the flight offered by the Carrier;
- for the purchase of new tickets if the Customer misses the transfer to the next transport for which tickets were purchased in advance. If the next transport is a cruise, for the purchase of new tickets for the transport to the nearest cruise stop;
- for unused paid days in accommodation and pre-paid transfer at the Travel destination.

8.3.2. In the event of a delayed flight of the Carrier, BTA shall reimburse the costs of:

- purchasing a new transport ticket in place of the missed flight of the Carrier in order to continue the Travel;
- transport if the expenses were incurred to catch the originally scheduled flight of the Carrier;
- unused paid days in accommodation and pre-paid transfer at the destination of the Travel;
- meals, accommodation, transport to and from the accommodation in the Travel if the expenses are incurred from the moment of the delay of the scheduled flight of the Carrier until departure.

9. ADDITIONAL RISK INSURANCE

9.1. Third Party Liability – BTA shall indemnify the Customer for damages caused by the Customer to a third party during the Travel for injury to his/her health or for damage to property belonging to him/her.

- a) In the event of damage to the health of a third party, BTA shall compensate for the following expenses:
 - transportation to a medical institution;
 - diagnostics, treatment and rehabilitation;
 - purchase of medicines and medical aids prescribed by a medical practitioner;
 - endoprosthetics and purchase or rental of technical medical aids.
- b) In case of damage to the third party's property, BTA shall reimburse for the following expenses:
 - repair of the damaged property, and in case of its destruction – purchase of equivalent property;
 - repair of rented premises (e.g. hotel rooms, apartments) and their equipment, if the term of the accommodation reservation or rental contract does not exceed 30 days.

- c) BTA shall pay the insurance indemnity if all of the following conditions are met:
 - the accident that caused the third party's loss occurred during the Travel;
 - the loss causally related to the accident referred to in subparagraphs a) and b) of this paragraph occurred not later than 24 months after the accident;
 - the third party's claim and application for insurance indemnity are submitted within 36 months after the expiry of the Insurance Contract. If the Insurance Contract is terminated before the end of the Insurance Period, the claim for insurance indemnity must be submitted not later than 36 months after the termination of the Insurance Contract.

9.2. Legal Assistance – BTA shall reimburse the Customer for expenses incurred during the term of the Insurance Contract for translation or legal services received during the Travel for the following reasons:

- a) the Customer unknowingly fails to observe the customs and accepted norms of conduct of the country concerned;
- b) the Customer unknowingly violates the laws and regulations of the relevant country, causing damage to a third party.

9.3. Travel Documents – BTA shall reimburse the following expenses incurred in connection with the theft, robbery or loss of the following documents of the Customer during the Travel: passport or identity card (eID), driving licence for land vehicles, vehicle registration certificate:

- a) the State fee for renewal of new documents in the Home Country in the normal, not urgent, procedure and for obtaining replacement documents during the Travel;
- b) transport costs to and from the relevant national authorities occurred during the Travel;
- c) accommodation expenses incurred in connection with the renewal of documents during the Travel, if it is impossible to return to the Home Country without replacement documents;
- d) the expenses for replacement of the Carrier's ticket or purchase of a new ticket of an equivalent class to return to the Home Country if the Customer is unable to return to the Home Country at the scheduled time due to the theft, robbery or loss of the documents.

9.4. Payment for telephone calls – if any of the Insured Risks occurs, BTA shall reimburse the costs of telephone calls made by the Customer during the Travel to contact BTA or a BTA business partner.

9.5. Natural Disaster Insurance – BTA shall reimburse expenses in connection with a natural disaster occurring during the Travel. The terms of the relevant Insured Risk, including Exceptions and the Sum Insured, shall apply in calculating the Insurance Indemnity. Natural disaster means a volcanic eruption, flood, earthquake, whirlwind, hurricane, tsunami, avalanche or other large-scale natural disaster involving multiple casualties or economic loss.

9.6. Rental Vehicle Deductible –

- a) BTA shall compensate for losses related to:
 - the rental company's deductible for damage to, loss of, theft of, or robbery of the rental vehicle;
 - replacement of the rental vehicle ignition keys in case of theft, loss, damage.
- b) The Insured Risk "Rental Vehicle Deductible" shall be valid if:
 - the rental vehicle is a passenger vehicle with a gross vehicle weight of up to 3.5 tonnes and is not intended for residential use (camper, caravan);
 - the lessor is a legal entity whose principal activity is the rental of vehicles;
 - the Customer is the lessee of the rental vehicle or the driver of the vehicle specified in the rental contract;
 - the rental contract includes CASCO insurance for land vehicles.

EXCEPTIONS

10. EXCEPTIONS TO THE TERMS AND CONDITIONS OF THE SECTION "MEDICAL ASSISTANCE INSURANCE" AND "ACCIDENT INSURANCE"

10.1. The following shall not be considered as an Insured Event and BTA shall not reimburse expenses:

- a) if the purpose of the Customer's Travel is to obtain medical treatment;
- b) in the event of the Customer's death, if the presence of more than 0.5 ppm of alcohol has been detected in the body;
- c) if the Customer is diagnosed with alcohol intoxication or if the Customer's acute condition is related to previous excessive alcohol consumption;
- d) if the presence of narcotic, chemically toxic or psychotropic substances is detected in the Customer's body or if the Customer's acute condition is related to previous excessive consumption of these substances;
- e) in connection with epileptic seizures, panic attacks, hysterics, traumatic stress disorder, depression, vegetative dystonia, as well as other psychological and behavioural disorders;
- f) in connection with treatment of sexually transmitted diseases, AIDS, HIV virus and adverse reactions caused thereby;
- g) in connection with abortion, childbirth or postpartum complications, expenses for services related to family planning and infertility treatment;

- h) in connection with an illness caused by infectious diseases against which preventive vaccination is recommended during a stay in a certain region (e.g. yellow fever) but the Customer has not received it;
- i) in connection with oncological diseases, diabetes mellitus and treatment of organ disorders caused by them, treatment of chronic kidney disease (dialysis);
- j) in connection with cosmetic treatment, plastic surgery, rehabilitation, comfort and service services or treatment in sanatoriums and other similar institutions;
- k) repeated medical visits, unless these visits entail a new treatment or change a previously established one, including medical visits related to medical observation (such as follow-up X-ray, removal of plaster, removal of stitches, etc.), as well as for elective medical treatment;
- l) in connection with tissue or organ transplantation, except for the prevention of the immediate consequences of an Accident;
- m) purchase of vitamins, food supplements, food additives, herbal products, homeopathic remedies;
- n) purchase or repair of permanent medical aids (e.g. spectacles, prostheses, wheelchairs);
- o) nor shall abortion, childbirth, surgery and its consequences, medical errors, diseases including infectious diseases be considered as an Accident.

11. EXCEPTIONS APPLICABLE TO THE "LUGGAGE INSURANCE" SECTION OF THE TERMS AND CONDITIONS

11.1. The following shall not be considered as an Insured Event and BTA shall not reimburse expenses:

- a) delay of Luggage when the Customer returns to the Home Country;
- b) detention or confiscation of Luggage by a responsible authority;
- c) cleaning or repair of Luggage if it has been damaged by liquids carried in the Luggage;
- d) carriage of Luggage as cargo in a vehicle not occupied by the Customer;
- e) scratches, minor visual damage, dirt, wear and tear of the Luggage;
- f) if the Luggage is left unattended in a visible, freely accessible place or in an unlocked vehicle.

12. EXCEPTIONS APPLICABLE TO THE "TRAVEL CHANGES" SECTION OF THE TERMS AND CONDITIONS

12.1. The risk "**Travel Cancellation**" and "**Travel Interruption**" shall not be considered an Insured Event and BTA shall not reimburse expenses if:

- a) the Travel is cancelled or interrupted for a reason that has already occurred before the conclusion of the Insurance Contract;
- b) the Travel is cancelled, interrupted or it is impossible to travel due to a state of emergency, pandemic or epidemic;
- c) the Travel cancellation or interruption is related to the Customer's epileptic seizures, panic attacks, hysteria, acute stress reactions, depression, vegetative dystonia, mental illnesses and behavioural disorders.

12.2. The following shall not be considered as an Insured Event for the risk "**Transport Changes**" and BTA shall not reimburse expenses if:

- a) the delay in transport is caused by a strike or lockout (closure of the enterprise or total or collective dismissal of staff due to a conflict), as well as a ban on transport movements declared by the competent authorities;
- b) they are reimbursed by another person (e.g. air carrier, travel agency or tour operator);
- c) alcoholic beverages have been purchased.

13. EXCEPTIONS APPLICABLE TO THE "ADDITIONAL RISK INSURANCE" SECTION OF THE TERMS AND CONDITIONS

13.1. The following shall not be considered as an insured event under the risk "**Third Party Liability**" and BTA shall not compensate for losses in connection with:

- a) damage to the health of the Sole Companion, Family Member or relative;
- b) damage to property owned or possessed by the Customer, Sole Companion, Family Members, relatives;
- c) damage caused by an animal in the Customer's custody;
- d) damage arising from the Customer's participation in "Sports" and other sporting or physical activities not insured under the Insurance Contract;
- e) the Customer's trade, business, professional or commercial activities, including gratuitous internship or apprenticeship, as well as with the Customer's employment or contractual relationship;
- f) contractual penalties, fines, late payment penalties, interest, unpaid taxes, fees and other charges, the obligation to pay which is established by legislation or a legal transaction;
- g) damage caused directly or indirectly by the transmission of infectious diseases;
- h) indirect damages, including loss of anticipated profits, loss of earnings, as well as damages for moral harm, including mutilation and disfigurement, injury to honour and dignity;
- i) damage related to the operation of motorised vehicles, including those equipped with an electric motor, on land, water or air, including unmanned aerial vehicles;

- j) damage to property rented, leased, borrowed, transported, supervised or in the possession of the Customer;
 - k) use of weapons, pyrotechnics or uncontrolled flying sources of open fire;
 - l) damages related to a third party's temporary incapacity for work or loss of capacity for work, loss of income and loss of earnings;
 - m) the death of a third party, including the loss of a third party's dependants due to loss of income.
- 13.2.** The following shall not be considered as an Insured Event for the risk "**Legal Assistance**" and BTA shall not compensate for losses in connection with:
- a) a claim brought against the Customer in connection with driving, renting, using, parking, storing of motorised vehicles, including those equipped with an electric motor, land, water or air vehicles, including due to traffic offences or if the third party liability of the driver of the vehicle arises;
 - b) the Customer's professional activity, employment relations or other contractual obligations.
- 13.3.** The following shall not be considered as an insured event under the risk "**Rental Vehicle Deductible**" and BTA shall not compensate:
- a) for failure to comply with the terms of the rental contract (e.g. the control of the vehicle is transferred to a person not specified in the rental contract);
 - b) for damage to the rental car not covered by the insurance contract for land vehicles (CASCO);
 - c) for damage to the interior of the rental vehicle or for theft, robbery of or damage to additional equipment in the rental vehicle (for example, GPS devices, child seats, trays), if this is not due to a road traffic accident;
 - d) if the rental vehicle has been driven under the influence of alcoholic beverages or narcotic, psychotoxic or other intoxicating substances or after taking medication that reduces the speed of reaction and attention, in accordance with the legislation of the administrative territory where the accident occurred;
 - e) if the rental vehicle was driven without the right to drive a vehicle of the relevant category or at a time when a ban on driving a vehicle was in force;
 - f) if the rental vehicle was driven at a speed exceeding the maximum permitted speed on roads of the relevant category by 30 km/h or more in the country where the movement takes place;
 - g) if the movement in the rental vehicle took place in a territory not intended for road traffic;
 - h) accident administration costs, fines, administrative penalties due to non-compliance with road traffic regulations;
 - i) if the Customer has not reported the theft or loss of the rental vehicle or its keys to a law enforcement authority within 24 hours of the discovery of the theft or loss and has not received written confirmation (report) from the authority of the fact of notification.

14. EXCEPTIONS APPLICABLE TO ALL SECTIONS OF THE TERMS AND CONDITIONS

- 14.1.** The following shall not be considered as an Insured Event and BTA shall not reimburse expenses and losses incurred as a result of:
- a) malice or gross negligence of the Policyholder, the Customer;
 - b) war, invasion, occupation, annexation, hostile act of a foreign state (with or without evidence of the involvement of a foreign state in such act), hostilities or operation equivalent to war (with or without a declaration of war);
 - c) civil war, riot, strike, insurrection, rebellion, revolution, military or usurped power uprising, martial law or related looting or marauding, violence, vandalism, sabotage;
 - d) strike, lockout, disturbance of public order on a scale equivalent to a riot or riot;
 - e) confiscation, nationalisation, expropriation, requisition, destruction or annihilation of property, if caused or imposed by a legally or factually recognised state or an internationally unrecognised foreign power, whether lawful or not;
 - f) other political risks, including but not limited to losses or expenses directly or indirectly incurred in connection with any measures taken to prevent any of the above events;
 - g) exposure to nuclear explosion, exposure to nuclear energy or radioactive substances, direct or indirect radioactive contamination;
 - h) an act of terrorism, including losses resulting from measures taken to prevent such an act;
 - i) an information technology security incident occurring or alleged to have occurred in cyberspace.
Cyberspace is an interactive environment comprised of 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 network, and in which its users interact. Cyberspace has no physical limits.
Information technologies are technologies that perform electronic processing of information, including its creation, deletion, storage, display or transmission, in order to perform their intended tasks;
 - j) suicide, attempted suicide;
 - k) consequential loss and loss of profit;

- l) the occurrence of the Insured Risk, if the Customer uses pyrotechnics or explosives, engages in or participates in active military service operations or training with the use of military equipment, in the performance of work or voluntary duties in the police, border guards, national guard or other militarised organisation;
 - m) the occurrence of an Insured Risk, if the Customer works outside the shoreline (e.g. on a platform at sea or in the ocean), underground or in mountain mines, munitions or explosives factories, mining, nuclear reactors, decompression chambers, with toxic substances, as a stevedore, as a member of a ship or aircraft crew;
 - n) the Customer's paid employment or practical training (internship) abroad, unless otherwise specified in the Insurance Contract;
 - o) events or circumstances which had already occurred at the time of conclusion of the Insurance Contract;
 - p) a declared state of emergency or state of exception, including losses or expenses incurred in connection with measures to remedy the state of emergency or state of exception;
 - q) an epidemic or pandemic.
- 14.2.** If the Policyholder and BTA agree, one or more of the Exceptions set out in the Terms and Conditions may be waived for a particular Insurance Contract. Such information shall be included in the Insurance Policy.

OTHER TERMS AND CONDITIONS

15. OBLIGATIONS IN THE EVENT OF A POSSIBLE INSURED EVENT

- 15.1.** If the Customer requires Emergency Medical Treatment while in Turkey, Egypt, Greece, Bulgaria or Russia, the Customer must contact and follow the recommendations of BTA or BTA's business partners for the choice of medical facility.
- 15.2.** If the Customer fails to comply with paragraph 15.1 and receives medical services in:
- a) medical centres, private clinics or private practices in Turkey, Egypt, Greece or Bulgaria, BTA shall reimburse the expenses only to the extent that BTA would have reimbursed such expenses if it had paid for such services to its business partners;
 - b) private clinics, private practices, medical centres in Russia, American, German, French medical centres and clinics, Russian-American and other medical joint ventures in Russia, BTA shall not reimburse such expenses.
- 15.3.** If the Customer is in a country where the European Health Insurance Card (EHIC) is in force, the Customer must apply for reimbursement under the terms of the EHIC. If the Customer does not have an EHIC card, the National Health Service or the relevant Home Country Authority must be requested to provide the EHIC card or a replacement certificate. The card or certificate must be presented to the medical facility where the Customer receives medical treatment.
- 15.4.** In the event of a potential Insured Event, the Customer shall immediately notify BTA and take all necessary measures to prevent or minimise further loss and comply with BTA's instructions aimed at minimising the loss resulting from the occurrence of the Insured Risk.
- 15.5.** In order to receive the Insurance Indemnity, the Customer shall submit to BTA the claim application for the accident, as well as the documents and information requested by BTA during the claim settlement, including information containing trade secrets or health data of a natural person and confirming:
- a) that the Travel has been planned or commenced;
 - b) the occurrence of the Insured Risk, specifying the circumstances of the occurrence, justifying the need for expenses, including documents confirming the diagnosis;
 - c) Customer's expenses – receipts or invoices containing details of the service received or goods purchased.
- 15.6.** In the case of the Insured Risk "Third Party Liability", the Customer shall immediately, as soon as possible, notify BTA in writing of the event which may give rise to a claim against the Customer, and shall produce the claim submitted by the third party, together with copies of the documents received. The Customer shall comply with BTA's instructions, take care to prevent or minimise the loss and do everything in his/her power to clarify the circumstances of the event and provide BTA with truthful and complete information about the circumstances of the event that caused the loss.
- 15.7.** In the event of delay, loss, theft or damage to the Luggage, the Customer shall provide the Carrier with written confirmation of the event.
- 15.8.** In case of flight delay, cancellation, denied seat, the Customer shall provide the Carrier's written confirmation of this event.
- 15.9.** In the event of the Customer's death, the persons claiming the insurance indemnity shall submit copies of the Customer's death certificate and identity documents. If no beneficiary is named in the Insurance Policy, the heirs shall submit documents confirming the right of succession.
- 15.10.** In order to receive the insurance indemnity in the event of the occurrence of the Insured Risk, the instructions of BTA must be followed exactly, which can be obtained by calling the BTA Customer Support Service 24/7 telephone number (+371) 26121212.

- 15.11.** BTA may refuse to pay the Insurance Indemnity and unilaterally terminate the Insurance Contract without refunding the Insurance Premium if the Customer has failed to comply with any of the actions referred to in paragraphs 15.3–15.6 due to malice or gross negligence.
- 15.12.** If, due to the Customer's malice or gross negligence, BTA is unable to make a claim for the amount of the insurance indemnity paid against the person who caused the loss (subrogation claim), BTA may:
- a)** not pay the insurance indemnity to the extent for which no claim can or will be made; or,
 - b)** if the insurance indemnity has been paid, require the Customer to repay the insurance indemnity paid.

16. MAKING A DECISION ON THE INSURANCE INDEMNITY

- 16.1.** BTA shall make a decision on the payment or refusal to pay the Insurance Indemnity not later than 15 days after receipt of all documents necessary to establish the causes of the alleged Insured Event and to determine the amount of the loss.
- 16.2.** The person entitled to claim the insurance indemnity shall have the right to inspect the documents on the basis of which BTA makes a decision on the payment or refusal to pay the insurance indemnity. The person concerned shall be entitled to receive copies of the abovementioned documents on payment of the costs of their preparation.
- BTA shall not acquaint the person entitled to the insurance indemnity with the documents and shall not issue copies of the documents if:
- a)** in connection with the circumstances of the occurrence of the Insured Risk, BTA has submitted documents to law enforcement authorities in the framework of criminal proceedings;
 - b)** these documents contain another person's trade secrets or personal data, the disclosure of which to the aforementioned person is not legally justified.

17. INSURANCE PERIOD

- 17.1.** For the purposes of this chapter, the term "insurance premium" shall mean:
- a)** the insurance premium if paid in one instalment;
 - b)** the first instalment of the insurance premium if paid in instalments.
- 17.2.** The insurance shall take effect at 00.00 on the first day of the insurance period specified in the Insurance Contract, but not earlier than at the time of payment of the insurance premium, except in the case provided for in paragraph 17.3 of these Terms and Conditions.
- 17.3.** If the Parties agree that the insurance premium shall be paid after the beginning of the insurance period specified in the Insurance Contract, the insurance shall take effect at 00.00 on the first day of such period if the Policyholder pays the insurance premium within the time and in the amount specified in the Insurance Contract.
- 17.4.** If the insurance premium is paid after the due date specified in the Insurance Contract and:
- a)** the Insured Risk has not occurred by the due date for payment of the insurance premium, BTA shall be entitled to take one of two decisions:
 - to accept the insurance premium paid in arrears, in which case the Insurance Contract and the insurance shall be effective from the first day of the insurance period and no notice of such decision of BTA shall be sent to the Policyholder;
 - not to accept the insurance premium paid in arrears, in which case the Insurance Contract and the insurance shall not have become effective. In this case, BTA shall send the Policyholder a notice of this decision and refund the insurance premium paid in arrears.
 - b)** the insurance premium is paid later than on the day before the Insured Risk occurs, then the Insurance Contract and the insurance shall not have come into force.
- 17.5.** The Insurance Contract shall remain in force until 24.00 on the last day of the insurance period specified therein, unless terminated early or for any other reason.
- 17.6.** If the Insurance Contract is concluded when the Customer is outside the Home Country, it shall take effect 24 hours after the Insurance Premium has been paid in full.

18. INSURANCE PREMIUM PAYMENT PROCEDURE

- 18.1.** The Policyholder shall pay the Insurance Premium within the time and in the amount specified in the Insurance Contract.
- 18.2.** The Insurance Premium shall be deemed to have been paid:
- a)** at the time of receipt by BTA of the payment of the Insurance Premium – if paid to the insurance company BTA;
 - b)** at the time of payment by the Policyholder to the insurance intermediary – if paid to the Insurance intermediary.

19. DUTY TO PROVIDE INFORMATION

- 19.1.** The Policyholder and the Customer shall, at the request of BTA, provide complete and truthful information before the conclusion of the Insurance Contract.
- 19.2.** If, during the validity period of the Insurance Contract, the information provided prior to the conclusion of the Insurance Contract changes, the Policyholder and the Customer shall notify BTA as soon as possible.

- 19.3.** If the Policyholder or the Customer fails to notify BTA of a change in the information provided prior to the conclusion of the Insurance Contract due to malice or gross negligence, BTA shall have the right not to pay the insurance benefit and to terminate the Insurance Contract immediately without refunding the insurance premium.

20. CONCLUSION OF THE INSURANCE CONTRACT BY MEANS OF DISTANCE COMMUNICATION

- 20.1.** The Insurance Contract may be concluded by means of the internet, electronic mail, telephone or other means of information exchange or distance communication.
- 20.2.** If the Insurance Contract is concluded by a Policyholder who is a consumer (a consumer is a natural person who concludes an Insurance Contract for a purpose other than his/her economic or professional activity), such Insurance Contract shall be subject to the Terms and Conditions of Distance Contract, which are available on BTA's website www.bta.lv. The Terms and Conditions of Distance Contract contain the procedure for exercising the right of withdrawal and the application form that may be used to exercise this right. The right of withdrawal allows you to withdraw from the Insurance Contract.

21. INSURANCE CONTRACT TERMINATION

- 21.1.** The Insurance Contract shall be terminated at 24.00 of the last day of the Insurance Period.
- 21.2.** The Policyholder has the right to unilaterally terminate the Insurance Contract at any time by submitting an application to BTA 15 days in advance. The Insurance Contract shall be terminated on the date specified in the application, but not earlier than the date of receipt of the application.
- 21.3.** If during the validity period of the Insurance Contract:
- a)** no Insurance Indemnity has been paid and no potential Insured Event has been reported, BTA shall refund to the Policyholder the portion of the Insurance Premium paid for each day of the remaining validity period of the Insurance Contract until the expiry of the validity period of the Insurance Contract. From this amount, BTA shall deduct 15% of the unused Insurance Premium or the expenses related to the conclusion of the Insurance Contract. BTA shall deduct these expenses from the part of the Insurance Premium corresponding to the unused period of the Insurance Contract, but not more than one year of the Insurance Premium, unless otherwise agreed by the parties;
 - b)** an Insurance Indemnity has been paid or a possible Insurance Event has been reported and the Insurance Indemnity is less than the difference between the insurance premium paid and the insurance premium for the remaining insurance period, BTA shall reimburse the Policyholder for the insurance premium. The above part of the insurance premium shall be calculated in accordance with paragraph 21.3, sub-paragraph a) of these Terms and Conditions and the insurance indemnity shall be deducted therefrom.
- 21.4.** If the current part of the Insurance Premium is not paid in full within the time limit specified in the Insurance Contract, BTA shall have the right to terminate the Insurance Contract by giving prior notice.
- 21.5.** If the Insured Risk occurs due to the Policyholder's or the Customer's malice or gross negligence, the Insurance Contract shall be deemed terminated at the moment when the Insured Risk occurs. In such a case, BTA will not disburse the insurance indemnity and will not refund the paid insurance premium. If several Customers are insured under one Insurance Contract and it is possible to maintain the validity of the Insurance Contract, the Insurance Contract shall remain valid in respect of the remaining Customers who are not liable for the occurrence of the Insured Risk.
- 21.6.** Both the Policyholder and BTA shall have the right to terminate the Insurance Contract after payment of the Insurance Indemnity, provided that prior notice has been given. In this case, BTA shall reimburse the Policyholder a portion of the Insurance Premium. The amount of the portion of the premium to be reimbursed shall be determined by deducting the Insurance Indemnity from the Insurance Premium paid, the portion of the Insurance Premium for the Insurance Period during which the Insurance Contract was in force and BTA's expenses of 15% of the remaining Insurance Premium.
- 21.7.** The Insurance Contract shall be terminated prematurely in other cases provided for by the Insurance Contract Law.

22. SUBROGATION RIGHTS

- 22.1.** If BTA has paid an insurance indemnity for the Insured Risks referred to in the sections "Luggage Insurance", "Travel Change Insurance", "Additional Risk Insurance", BTA shall, within the scope of subrogation, take over the right of claim to the extent of the amount paid against the person who is liable for the loss.
- 22.2.** If the insurance indemnity paid by BTA covers only part of the damage caused and BTA makes a subrogation claim within one year from the date of payment of the insurance indemnity, BTA shall notify the Customer, who may submit his claim as a co-claimant or make a separate claim.
- 22.3.** BTA shall not pursue a claim against the Customer's children, parents or spouse by way of subrogation. The exception is where the person responsible for the Insured Event has caused it with malice or gross negligence.

23. PERSONAL DATA PROCESSING

- 23.1.** BTA, as a data controller, processes personal data of natural persons in accordance with the requirements set out in Regulation 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 laws and regulations.
- 23.2.** Principles of personal data processing performed by BTA are published on the BTA website www.bta.lv.

24. OTHER TERMS AND CONDITIONS

- 24.1.** BTA, the Policyholder and the Customer shall provide requests and information related to the Insurance Contract in writing or via email, BTA's customer service portal or app.
- 24.2.** If during the validity period of the Insurance Contract BTA changes its legal form, name, contact details and other information necessary for the performance of the Policyholder's or Customer's contractual obligations, BTA shall promptly publish such information on the website www.bta.lv.
- 24.3.** At the request of the Policyholder, the Customer or any other person entitled to claim the insurance indemnity, BTA shall provide its enquiries and information provided via the website, a durable medium (e.g. e-mail) or other means of communication in writing and free of charge to the claimant.
- 24.4.** The laws and regulations of the Republic of Latvia shall apply to regulate contractual relations arising out of the Insurance Contract.
- 24.5.** In case of inconsistencies or disagreement between the documents of the Insurance Contract, the following documents shall prevail and shall apply in the following order:
- a)** Annexes to the Insurance Policy (if any) which amend the Terms and Conditions of the Insurance Contract – in sequence from the latest to the earliest – depending on the date of entry into force;
 - b)** Insurance Policy;
 - c)** these Insurance Terms and Conditions.
- 24.6.** In the event of any inconsistency between the Latvian language text of these Terms and Conditions and the translation of these Terms and Conditions, the Latvian language text of these Terms and Conditions shall be binding on the parties.
- 24.7.** The Complaints Submission and Handling Procedure available on BTA's website www.bta.lv provides information on the submission of complaints, as well as on how BTA handles complaints regarding the Insurance Contract or an insurance service from an insurance applicant, Policyholder, Beneficiary and other person entitled to claim an insurance indemnity, or a person against which the BTA exercises a right of recourse or subrogation.
- 24.8.** The Parties undertake not to disclose the Terms and Conditions of the Insurance Contract and the information received during its validity period regarding the participants in the Insurance Contract or third parties, nor to use it against the interests of the other participants in the Insurance Contract. Information received during the validity period of the Insurance Contract may be transferred to other persons in the cases provided for in the laws and regulations of the Republic of Latvia. BTA shall have the right to provide information related to the Insurance Contract to experts, reinsurance companies, as well as to store it in BTA's databases.
- 24.9.** All disputes between the parties to the Insurance Contract shall be settled by negotiation. If no agreement is reached, any dispute, controversy or claim arising out of, concerning or relating to the Insurance Contract or its violation, termination or invalidity shall be settled in the courts of the Republic of Latvia in accordance with the procedure established by the laws and regulations of the Republic of Latvia, except in cases where BTA and the Policyholder agree on a different procedure for settling disputes in the Insurance Contract.
- 24.10.** The Policyholder and the Customer shall not be entitled to assign to third parties any rights of claim arising from the Insurance Contract, including any existing or contingent rights.
- 24.11.** BTA is not entitled to provide insurance, and BTA is not obliged to pay any Insurance Indemnity or provide any benefit in accordance with the Insurance Contract, as long as provision of such insurance, Insurance Indemnity disbursement or provision of benefits:
- a)** 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);
 - b)** 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.
- 24.12.** The Terms and Conditions are published on the BTA website www.bta.lv.