

GENERAL CIVIL LIABILITY INSURANCE FOR INDIVIDUALS

Terms and Conditions No. 21.01.-1.



Approved by BTA Insurance Company SE Board Decision No. LV1_0002/02-03-03-2013-64 of 28.08.2013.

Pursuant to Civil Liability Insurance General Terms and Conditions No. 21.01. and these Special Terms and Conditions, general civil liability of individuals is insured.

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Who is who?

We – BTA Insurance Company SE
You – the Insured

What is being insured?

1.1. We will reimburse for the losses on your behalf that you have caused to a third party due to your activities or failure to act.

1.2. If it is specially indicated in the insurance contract, we will indemnify for the losses if they are caused by:

1.2.1. the following family members: spouse or a person with whom you share a household, adult children or parents;

1.2.2. persons who by your consent live or stay on your real property;

1.2.3. persons performing household work on your property, rented premises or territory belonging thereto on your behalf.

1.3. Without special reference mark in the insurance contract, we will indemnify for the following losses:

1.3.1. losses caused by a person who is subject to your civil liability (your minor children, mentally ill persons for whom you are responsible, strange minor children during your short-term supervision);

1.3.2. losses caused by you as an owner or tenant of land, buildings or premises when using such property only for living and not for the performance of any operations with the intent of gaining income or services, including provision of management services;

1.3.3. losses caused by you as a pedestrian, cyclist, recipient of public services, guest, visitor or while performing other daily activities;

1.3.4. losses caused by you while doing sports at an amateur level, except motor sports, auto-racing, wind surfing, kiting, sailing, water skiing, horseracing, wakeboarding and fighting sports;

1.3.5. losses caused by you as an owner or guardian of cats, guinea pigs and other domestic animals, except the ones specified in Articles 1.4.2 and 3.1.9 of these Terms and Conditions;

1.3.6. losses caused by you as an owner of water or land motor vehicles using such machinery or vehicles that are not subject to mandatory registration in accordance with the procedure prescribed by regulatory enactments of the Republic of Latvia and land motor vehicles not meant for regular use in road traffic;

1.3.7. losses caused by you while using real property transferred for use to you. In such a case, we will indemnify for the losses related to the damages to premises constructions or construction elements due to a fire or explosion caused by you. However, losses related to damage to windows, doors, interior finishing, heating, water heating, gas equipment, electric appliances and moveable property will not be indemnified;

1.3.8. losses caused by you by performing repairs that, according to the regulatory enactments of the Republic of Latvia, require a construction permit, on your real property on your own account.

1.4. If the following reference mark is indicated in the insurance contract:

1.4.1. Civil liability of a constructor or contractor is insured then:

a) the insurance object is your civil liability as a constructor or contractor;

b) We will indemnify for the losses caused by you as a constructor or contractor to third parties when performing construction works;

c) the insurance will be valid in accordance with these Terms and Conditions and effective regulatory enactments of the Republic of Latvia regulating mandatory civil liability insurance of constructors and contractors;

d) the constructor is the real property owner, tenant or user that carries out construction on their own account and for their own needs;

The contractor is an individual who, based on a contract entered into with the customer, performs construction works;

The third party is any individual or legal entity, except the Policyholder, yourself, your employee or a person performing construction works on your behalf according to another contract, the Insurer and other participants of the construction, including the Contracting Entity.

1.4.2. Civil liability of the owner or keeper of domestic animals is insured then:

a) the insurance object is owned by you or the keeper's of such domestic animals as dogs, horses and animals used in livestock breeding civil liability;

b) We will indemnify for the losses related to damage to a third party's health, life or property if such damages are caused by domestic animals owned or kept by you that are indicated in the insurance contract;

c) The insurance is not valid if you cause the losses as the owner of livestock breeding animals if the net sales of operating activities, excluding subsidies paid as State or European Union aid for agriculture and rural development, for the last closed year

exceed EUR 9960 (nine thousand nine hundred sixty Euro).

1.4.3. Civil liability of a hunter is insured

then:

a) the insurance object is your civil liability as a hunter;

b) We will indemnify third persons for the losses:

- caused by you as an owner or user of weapons or ammunition permitted by the regulatory enactments of the Republic of Latvia when hunting. However, losses caused due to your activities or failure to act that are qualified as a crime are not indemnified;

- losses caused by you as an owner or keeper of hunting dogs when hunting, training hunting dogs, as well as when not hunting. In addition, we will indemnify for the losses caused by you as the owner or keeper of hunting dog puppies younger than six months, irrespective of whether they are trained for hunting or not. However, losses related to the damages caused to a third party by Rotweillers, Pit Bull Terriers, American Staffordshire Terriers, Bull Terriers, as well as other fighting dogs and dog breeds forbidden by regulatory enactments in the insurance territory;

- losses caused by you as the owner of a water vehicle, except the owner of a motor boat, vehicles with any kind of ancillary engines and a sailboat, provided that those vehicles are used when hunting.

c) insurance is only valid provided that requirements of the effective regulatory enactments of the Republic of Latvia regulating hunt organisation and courses are complied with.

1.4.4. Civil liability of a residential house manager is insured

then:

a) the insurance object is your civil liability as a residential house manager;

b) We will indemnify for the losses caused by you when performing residential house management;

c) however, losses will not be indemnified if you perform residential house management without the required licenses, permits, certificates or registration prescribed by regulatory enactments;

d) residential house manager – owner or manager of a residential house (a person who performs management functions assigned by the residential house owned according to the management contract).

1.4.5. Civil liability of the event organiser is insured

then:

a) the insurance object is your civil liability as an event organiser;

b) We will indemnify for the losses caused by persons employed by you according to employment, training, contractor's contracts or authorisation, as well as by your sub-contractors.

1.4.6. Civil liability of the trainees is insured

then:

a) insurance object is your civil liability as a trainee when providing services at your place of practice;

b) third parties are also considered practical training employers who employ trainees in accordance with employment, training or contractor's contracts. The lower limit for the losses caused to a practical training employer is EUR 1500 (one thousand five hundred Euro) for one insured event and the insurance period, in total;

c) We will indemnify the practical training employer for the losses related to the damages caused to the property thereof that is at the disposal, supervision or control of the trainee or to the property the trainee is working with. The deductible related to such losses is EUR 250 (two hundred fifty Euro) for one insured event.

1.4.7. Civil liability for sudden and unexpected environment pollution is insured

then:

a) We will indemnify for the losses related to the implementation of required and possible measures to control the situation, separation and collection of the released pollutants and elimination of other harmful factors to minimise and prevent further damage to the environment and harmful impact on people's health or worsening of functions related to natural resources;

b) We will indemnify for the losses related to harm caused to third party's life or health, or loss or damage of third party's property or impossibility to use such property directly due to the pollution event;

c) We will only indemnify for the losses if your liability ensues from the identified (the pollution time and the place of origin can be determined) pollution event, i.e. leak, release, dispersion or diffusion of pollutants in the territory that belongs to you, from your vehicle or by you carrying them.

Pollutants are considered all solid, liquid, gas or thermal irritants or contaminants, including but not limiting to smoke, steam, soot, foam, acid, alkali, chemicals and waste. Waste includes materials that are to be disposed of or recycled for repeated use, re-made or utilised, or that are disposed of or recycled for repeated use re-made or utilised;

d) however, indirect losses incurred due to environmental pollution will not be indemnified, as well as losses due to usual operations, required losses or consequences of which you predicted or accepted;

e) We will not indemnify the losses if the pollution event is related to your activities aiming to at gaining income.

How does the insurance work?

2.1. We will indemnify for the losses if all the following conditions are met:

2.1.1. Your activities or failure to act that cause losses to a third party take place during the insurance period or retroactive period;

2.1.2. You submit a notification to us on the losses caused to a third party due to your activities or failure to act during the insurance period or within a period of 3 (three) years after the expiry of the insurance period.

2.2. We will indemnify for:

- 2.2.1. direct losses related to damages caused to the life or health of a third party;
 - 2.2.2. direct losses related to damages caused to a third party's property;
 - 2.2.3. indirect losses ensuing from the damage caused to the property or harm caused to life or health that is not mortal, decrease in anticipated profit, penalties and fines. The lower limit for such losses is EUR 1500 (one thousand five hundred Euro) for one insured event and the insurance period in total;
 - 2.2.4. litigation expenses related to the investigation and adjustment of the claim brought against you by a third party, if such expenses are agreed with us in advance;
 - 2.2.5. reasonable minimum rescue expenses related to urgent measures to prevent or reduce the damages, even in the events when such measures are not successful.
- 2.3. The insurance coverage will not exceed the amount of losses caused due to the occurrence of an insured event.

In what cases is the insurance not valid?

- 3.1. The following losses will not be indemnified:
- 3.1.1. losses are caused due to environmental (air, water or soil) pollution or contamination, including such caused to the ecosystem (including gradual pollution);
 - 3.1.2. losses caused by conducting experiments or scientific research;
 - 3.1.3. losses caused due to detonation;
 - 3.1.4. losses caused due to interruptions in electricity, gas, ware or heat supply, loss or increased consumption thereof;
 - 3.1.5. financial losses, i.e. losses not ensuing from the damage caused to life, health or property of a third party;
 - 3.1.6. losses related to mysterious disappearance or theft of the property;
 - 3.1.7. losses caused due to the flooding of running or still waters, changes in the groundwater level;
 - 3.1.8. losses caused due to malicious violation of regulatory enactments, construction standards, technical operation or fire safety regulations;
 - 3.1.9. losses you cause as an owner or supervisor of exotic and domesticated wild animals;
 - 3.1.10. losses caused by performing construction and installation works. This exception is not valid if there is civil liability of a constructor or contractor in accordance with Article 1.4.1;
 - 3.1.11. losses caused due to your professional activities or commercial activities, or any activities for remuneration. This exception is not valid if civil liability of the contractor is insured in accordance with Article 1.4.1, civil liability of the residential building manager is insured in accordance with Article 1.4.4; civil liability of the event organisers is insured in accordance with Article 1.4.5 and civil liability of a person who performs household work is insured in accordance with Article 1.2.3;
 - 3.1.12. losses caused due to the damages to the property:
 - a) that belongs to you;
 - b) that is rented, leased, borrowed and accepted for sale by you;
 - c) that is managed, supervised, controlled or saved by you;
 - d) that is transported by you;
 - e) or items (products) processed, recycled or affected within the scope of your operations (production, delivery, repairs, provision of services, etc.);
 - f) or items used for your work (that are used to repair, transport, test, load or unload the items, etc.);Sub-articles b) and c) of this exception do not apply to Article 1.3.7; Sub-article c) does not apply to Article 1.4.4 (civil liability insurance of residential house managers); Sub-article f) does not apply to Article 1.4.6 (civil liability insurance of the trainees).
 - 3.1.13. losses caused due to damaged or lost information saved in any document written, printed or reproduced in any other way, saved on the computer or saved electronically in any other way;
 - 3.1.14. losses related to any kind of loading or unloading work;
 - 3.1.15. losses related to the illness or death of animals owned or sold by you;
 - 3.1.16. losses caused by products or services produced, delivered or rendered by you or on your behalf, expenses to detect or eliminate deficiencies of the aforementioned products, lost profit due to the aforementioned deficiencies (liability for production).
 - 3.1.17. if civil liability of the constructor or contractor is insured, we will not indemnify for the following losses:
 - a) losses related to construction, repair, assembling, dismantling, demolition, destruction, maintenance and similar works within the landing field perimeter, at ports, on vessels, on dams, piers, viaducts, bridges, underwater constructions;
 - b) losses incurred after completing repairs or construction works in the object that are confirmed by an acceptance certificate or that are detected at the moment the customer accepts the object for the possession thereof;
 - c) losses caused due to demolition works, except for events, when bearing constructions of the building are not affected, as well as self-propelled vehicles, e.g. excavator, bulldozer, are not used;
 - d) losses caused to underground pipes (cables, underground canals, water-pipes, gas-pipes and other pipes), as well as low voltage and high voltage electricity lines, if you have not clarified the location of such pipes and wires before starting the construction works and have not received respective plans.
4. These Terms and Conditions are applied to the insurance contracts signed starting from 5 March 2012, unless the parties agree otherwise in the insurance contract.