## **MTPL INSURANCE**

# "Roadside assistance" terms and conditions



Approved by Board Decision No. LV1 $\_0002/02-03-03-2013-79$  of Joint Stock Insurance Company BTA made on 01.10.2013.

#### 1. Insurance object

- 1.1. Insurance Object means the land vehicle specified in the Insurance Agreement (Policy), hereinafter the Vehicle.
- 1.2. If the insured risk "Roadside Assistance" is offered together with Motor Vehicle Owners' Compulsory Third Party Liability Insurance (OCTA), then:
- 1.2.1. the Insurance Object shall be the vehicle, for which the vehicle owner's compulsory third party liability has been insured in accordance with the OCTA agreement;
- 1.2.2. insurance cover to the insured risk "Roadside Assistance" will be effective for the period of time, when OCTA contract is in effect. The insurance cover to the insured risk "Roadside Assistance" will expire automatically, if the OCTA contract is terminated or becomes invalid under the Motor Vehicle Owners' Compulsory Third Party Liability Insurance Law.

#### 2. Insured risks

- 2.1. The Vehicle shall be considered to be insured against the "Roadside Assistance" risk if the Insurance Agreement (Policy) states that the aforementioned risk is insured.
- 2.2. The insured risk "Roadside Assistance" involves:
- 2.2.1. Unpredictable breaking down of or damage to the Vehicle, as a result of which the use of the Vehicle becomes impossible or prohibited in accordance with the road traffic regulations of the respective country;
- 2.2.2. Sudden shortage of fuel.

#### 3. Obligations of the lawful user of the vehicle in the event of insured risk

Upon setting in of the insured risk "Roadside Assistance", the lawful user of the Vehicle shall have the following obligations which also are the preconditions for receiving insurance indemnity:

- 3.1. Immediately call the number +371 26 12 12 12 and state his/her name, surname and telephone number, inform BTA of the Vehicle make, model, licence plate number or chassis number as stated on the registration certificate, the first registration date, the location of the Vehicle and the description of the current situation;
- 3.2. Accurately follow the directions given by BTA either verbally (via the phone +371 26 12 12 12) or in writing;
- 3.3. Not hinder BTA's authorised representative from inspecting the Vehicle or providing the services stipulated in these Terms;
- 3.4. In the event of transportation (evacuation) of the Vehicle, transfer the keys and registration documents of the Vehicle to the BTA's authorised representative.

#### 4. Insurance indemnity

- 4.1. If the occurrence of the "Roadside Assistance" risk is acknowledged by BTA as an insurance event, BTA will provide the following services, without covering the cost for the fuel brought or the materials used in repairing the Vehicle:
- 4.1.1. Phone consultations, i.e. consultations via the phone 24 hours/day in the event of damages to the Vehicle;
- 4.1.2. Roadside Assistance:
- 4.1.2.1. Arrival of a specialist at the location where the damages to the Vehicle are established:
- 4.1.2.2. Determination of the damages to the Vehicle;
- 4.1.2.3. Starting the engine with jumper cables;
- 4.1.2.4. Replacement of a damaged wheel with a spare wheel from the Vehicle;
- 4.1.2.5. Supply of fuel in the event of sudden shortage;
- 4.1.2.6. Elimination of anti-theft system issues;
- 4.1.2.7. Unlocking blocked doors;
- 4.1.2.8. Unblocking the automatic gear box;
- 4.1.2.9. Repairs that cannot be performed on the road, e.g. replacing broken glass with film, fixing leakage of or adding liquid to the cooling system, unfreezing door locks, tension engine belts, fixing the emission system or other parts / other minor repairs;
- 4.1.3. Transportation (evacuation) of the Vehicle, i.e. transportation (evacuation) of one Vehicle to the nearest repair shop. However, if the Vehicle has a valid manufacturer's guarantee, then during the dealer's business hours transportation (evacuation) thereof to the nearest dealer service, and outside of the dealer's business hours transportation (evacuation) thereof to the closest guarded parking, if, due to the established defects, the use of the Vehicle is impossible or prohibited in accordance with the road traffic regulations of the respective country;
- 4.1.4. Replacement of the Vehicle, i.e. temporary replacement of the Vehicle until the damages that hinder the insured Vehicle from participation in the traffic are repaired, but no longer than for 2 (two) days, if the Vehicle is transported (evacuated) in accordance with Article 4.1.3; however:
- 4.1.4.1. BTA provides this service only if the representative of the repair shop stipulated by BTA has established that the Vehicle cannot be repaired within 1 (one) business day;
- 4.1.4.2. A replacement Vehicle is provided within 24 (twenty-four) hours after the facts stated in Article 4.1.4.1 are established, in accordance with the terms of the provider of car rental services stipulated by BTA and the local regulations and facilities. The class of the replacement vehicle may not exceed the compact level class, taking into consideration the class and equipment of the insured Vehicle;
- 4.1.5. Transportation of passengers of the Vehicle, i.e. transportation of the driver and passengers, no more than nine persons, to the destination stated by the lawful

user of the Vehicle, no further than 30 (thirty) kilometres from the location where the damages have been established, if the Vehicle is transported (evacuated) in accordance with Article 4.1.3;

- 4.1.6. Assistance in completing the coordinated statement, i.e. if the road traffic accident has taken place in Riga City or District, a specialist's visit and provision of assistance with completing the coordinated statement, if such statement is required to be completed according to the road traffic regulations, however, outside Riga City or District phone consultations will be provided regarding filling out the coordinated statement:
- 4.1.7. Photographing the damaged Vehicle and the accident venue, i.e. photographing the damaged Vehicle and the accident venue in the event if services stated in Articles 4.1.2, 4.1.3 or 4.1.6 have been provided in the territory of the Republic of Latvia;
- 4.1.8. Accepting an application for insurance indemnity and application for compensation, i.e. handing out application forms for insurance indemnity and compensation, assisting with filling out the aforementioned forms and accepting the completed forms for submission to BTA, if the road traffic accident has occurred in Riga City or District in which two or more road traffic participants have incurred damages and the services stated in Articles 4.1.2, 4.1.3 or 4.1.6 have been provided. 4.2. For each insurance risk event, each service stated in Article 4.1 may be provided only once.
- 4.3. Unless agreed upon otherwise in the Insurance Agreement (Policy), all services will be provided in the following countries: Austria, Belgium, Cyprus, Germany, Denmark, Spain, Estonia, France, Finland, the United Kingdom of Great Britain and Northern Ireland, Greece, Hungary, Italy, Ireland, Iceland, Luxembourg, Lithuania, Latvia, Malta, Norway, the Netherlands, Portugal, Poland, Sweden, Slovakia, Slovenia, Switzerland, Croatia, Romania, Bulgaria and with the exception of the services stated in Articles 4.1.6, 4.1.7 and 4.1.8, which are provided only in the territory of the Republic of Latvia.
- 4.4. The following limitations apply to the services provided outside the territory of the Republic of Latvia:
- 4.4.1. Services will be provided until the costs of such services (consecutive, within a short period of time) have reached EUR 500.00 (five hundred euro). Service costs shall include even the cost of administration of the particular event, the cost of money transfers and the cost increase during night hours and holidays;
- 4.4.2. If BTA does not provide some of the services stated in Article 4.1 in a particular country or the location where the accident has occurred, BTA shall, based on the invoices, receipts or delivery notes submitted by the client, compensate the client's expenses for the services stated in Article 4.1, limited to the total amount of EUR 500.00 (five hundred euro) for one service event, occurred consecutively, within a short period of time.
- 4.5. After receiving the statement in accordance with Article 3.1.1, having assessed the information received and, if necessary, having assessed the situation at the location where the damages have been established, BTA shall within the shortest possible time make a decision about the provision of respective services.

#### 5. Exceptions

BTA will not provide the aforementioned services in the following events:

- 5.1. If the provision of services is unlawful or prohibited due to actions of law enforcement agencies that act within the scope of their competence;
- 5.2. If damage to the Vehicle has occurred due to such defect of the Vehicle, about which BTA had warned the lawful user in advance by informing that it should be repaired (via phone or in writing) before requesting the services, but the damage has not been repaired:
- 5.3. If the lawful user is unable to submit the Vehicle registration documents to the authorised representative of BTA who arrives at the location where the damages are to be established:
- 5.4. If the provision of services is discontinued due to the lawful user of the Vehicle hindering the inspection of the Vehicle, the establishment of damages or provision of services by the authorised representative of BTA;
- 5.5. If the Vehicle is not located on the road, except as a result of the road traffic accident;
- 5.6. If damage to the Vehicle incurred while the Vehicle was used in any kind of competition or sports training;
- 5.7. If damage to the Vehicle incurred while the person who was driving the Vehicle was intoxicated by alcohol, drugs or psychotropic substances;
- 5.8. Services stated in Articles 4.1.3 and 4.1.5 will not be provided if the lawful user of the Vehicle is unable to drive the Vehicle due to his/her being intoxicated by alcohol, drugs or psychotropic substances;
- 5.9. If the accident occurred while operating a vehicle which was not in good technical order, and the use of which was prohibited by the road traffic regulations.

### 6. Other provisions

- 6.1. Upon request of the authorised representative of BTA, the lawful user of the Vehicle shall confirm the provision of services and that the Vehicle has been evacuated by signing an order/agreement or service application.
- 6.2. Payments between BTA and the lawful user of the Vehicle are made in the currency stated in the Insurance Agreement (Policy). If the amounts stated in this document are in a different currency, payments will be made in the currency stated in the Insurance Agreement (Policy) in accordance with the currency rate of the Bank of Latvia as of the day of payment.
- 6.3. These terms shall apply to insurance contracts (policies), concluded as of 1 November 2013, unless otherwise agreed by the parties in the insurance contract (policy).