

Approved by Insurance Company "BTA Insurance Company" SE Board Decision No. LV1\_0002/02-03-03-2014-9 of 14 January 2014 and amendment No. 1 of 18 February 2014

**ANNEX TO MOTOR VEHICLE INSURANCE TERMS AND CONDITIONS NO. 4F5-1 "ROADSIDE ASSISTANCE"****1. INSURED ADDITIONAL RISK**

**1.1.** A vehicle is insured against the additional risk Roadside Assistance if the insurance contract includes a record that the said additional risk is insured.

**1.2.** The insured additional risk Roadside Assistance includes:

**1.2.1.** unexpected breakdown or damage of the vehicle, due to which use of the vehicle is not possible or permitted pursuant to traffic regulations of a respective country;

**1.2.2.** unexpected run-out of fuel.

**2. OBLIGATIONS OF THE AUTHORISED USER OF THE VEHICLE UPON OCCURRENCE OF THE INSURED ADDITIONAL RISK**

**2.1.** Upon occurrence of the insured additional risk Roadside Assistance, the authorised user of the vehicle is obliged and it is a precondition to receive the insurance indemnity:

**2.1.1.** to immediately call +371 26 12 12 12, give his or her name, surname and phone number, inform BTA of the vehicle brand, model, state licence number or the chassis number in accordance with the registration certificate and the date of the first registration, notify BTA of the vehicle location and give a description of the situation;

**2.1.2.** to precisely fulfil verbal (by phone +371 26 12 12 12) or written instructions of BTA;

**2.1.3.** to not disturb an authorised representative of BTA from inspecting the vehicle or the provided services stipulated in these Terms and Conditions;

**2.1.4.** in the event the vehicle is transported (evacuated), to give keys and registration documents of the vehicle to an authorised representative of BTA.

**2.2.** In order to receive the insurance indemnity, upon occurrence of the additional risk Roadside Assistance, the authorised user of the vehicle is not obliged to fulfil the obligations set forth in Articles 6.3-6.10 Motor Vehicles Insurance Terms and Conditions No. 4F5-1.

**3. INSURANCE INDEMNITY**

**3.1.** In the event BTA recognizes the occurrence of the insured additional risk Roadside Assistance an insurable event, BTA will provide the following required services without covering costs of the delivered fuel and materials used to repair the vehicle:

**3.1.1.** consultations on the phone, i.e. provision of consultations on the phone 24 (twenty-four) hours a day in the event the vehicle is damaged;

**3.1.2.** Roadside Assistance:

**3.1.2.1.** arrival of an expert to the place of accident;

**3.1.2.2.** determination of vehicle damage;

**3.1.2.3.** starting the engine with jumper cables;

**3.1.2.4.** replacing a damaged tyre with the vehicle's spare tyre;

**3.1.2.5.** fuel delivery in the event of unexpected run-out of fuel;

**3.1.2.6.** elimination of problems related to anti-theft devices;

**3.1.2.7.** opening blocked doors;

**3.1.2.8.** unblocking automatic gear boxes;

**3.1.2.9.** repair works that can be done at the place of accident, e. g. replacing a broken window with film, eliminating cooling system leakage or refilling antifreeze fluid, unlocking doors, tightening the engine belt, fixation of bumpers, exhaust pipe and other parts, other small repair works;

**3.1.3.** Vehicle transportation (evacuation), i.e. transportation (evacuation) of one vehicle to the nearest service centre. If the vehicle has a manufacturer's warranty, it is to be transported to the nearest dealer service centre during working hours of the dealer's service centre, or to the nearest guarded parking lot of the dealer's service outside working hours of the service centre, in the event the use of the vehicle is not possible or permitted pursuant to road traffic regulations of the respective country;

**3.1.4.** Vehicle replacement, i.e. replacing the vehicle for a period of time until the damage, due to which the insured vehicle cannot participate in the road traffic, is eliminated; however this period must not exceed a period of 3 (three) days provided that the vehicle is transported (evacuated) pursuant to Article 3.1.3. In addition:

**3.1.4.1.** BTA provides this service only in the event a representative of the service centre specified by BTA has after transportation of the vehicle established that the vehicle cannot be repaired within a period of 1 (one) working day;

**3.1.4.2.** a replacement car is ensured within 24 (twenty-four) hours after establishing the fact referred to in Article 3.1.4.1 in accordance with the terms and conditions of a rental company specified by BTA and local regulations and possibilities, taking into consideration the class and equipment of the insured vehicle. However, the class of the replacement car is no higher than a compact class;

**3.1.5.** Transportation of the vehicle passengers, i.e. transportation of the driver and passengers of the vehicle, but no more than 9 (nine) persons in total, to a place specified by an authorised user of the vehicle, not exceeding the distance of 60 (sixty) kilometres from the place of accident, in the event the vehicle is transported (evacuated) pursuant to Article 3.1.3;

**3.1.6.** Assistance in completing the coordinated accident statement, i.e. in the event an accident takes place in Riga or a Riga district, the arrival of an expert and assistance in completing the coordinated accident statement when submission of such statement is provided for by road traffic regulations and, outside Riga and Riga districts, phone consultations on completing the coordinated accident statement;

**3.1.7.** Taking photos of the damaged vehicle and the place of accident, i.e. taking photos of the damaged vehicle and the place of accident in the events the services referred to in Articles 3.1.2, 3.1.3 and 3.1.6 are provided within the territory of the Republic of Latvia, as well as a claim is submitted regarding one of the basic risks referred to in Article 3.1 of the Motor Vehicle Insurance Terms and Conditions No. 4F5-1 is;

**3.1.8.** Receipt of insurance claim and statement regarding receipt of the indemnity, i.e. issue of the insurance claim application and statement regarding receipt of the indemnity, assistance in completing the said documents and receipt of the completed documents for submission to BTA, in the events the services referred to in Articles 3.1.2, 3.1.3 or 3.1.6 are provided in Riga or a Riga district, as well as any of the basic risks referred to in Article 3.1 of the Motor Vehicle Insurance Terms and Conditions No 4F5-1;

**3.2.** The following restrictions are applied as regards provisions of the said services:

**3.2.1.** BTA provides all listed services outside the territory of the Republic of Latvia until the moment the costs of the provided services consecutively reach the amount of EUR 500.00 (five hundred euro) within a short period of time;

**3.2.2.** In the event the insured risk occurs outside the territory of the Republic of Latvia in the country in which the insurance contract is valid and in which BTA does not provide any of services referred to in Article 3.1 of the Annex, BTA compensates the expenses of the received services specified in Article 3.1 of the Annex in accordance with the invoices, receipts or bills of lading submitted by the customer, however not exceeding the amount of EUR 500.00 (five hundred euro) for one consecutive short-term service rendering event.

**3.3.** After receiving the statement in accordance with the procedure set forth in Article 2.1.1, evaluating the received information and, if necessary, evaluating the situation at the place of accident, BTA takes a decision as soon as possible regarding provision of respective services.

#### **4. EXCEPTIONS**

**4.1.** BTA does not provide the listed services in the following events:

**4.1.1.** provision of the service is prohibited by law enforcement authorities acting within their competence or the provision of these services is illegal;

**4.1.2.** the damages to the vehicle have been caused by a vehicle defect, regarding the necessity of elimination of which BTA has already notified (verbally by phone or in writing) the authorised user of the vehicle before applying for the service, but this defect has not been eliminated;

**4.1.3.** the authorised user of the vehicle cannot submit the vehicle registration documents to an authorised representative of BTA who has arrived at the place of accident;

**4.1.4.** or the rendering of services is terminated if the authorised user of the vehicle hinders the authorised representative of BTA to inspect the vehicle, determine the damage or render a service;

**4.1.5.** the vehicle is not on a road; however the services are provided if the vehicle is not on the road due to the road traffic accident;

**4.1.6.** the vehicle has been damaged by participating in any kind of competition or sports training;

**4.1.7.** the vehicle has been damaged while being driven by a driver who is under the influence of alcohol, narcotic or psychotropic substances;

**4.1.8.** services referred to in Articles 3.1.3 and 3.1.5 are not provided in the event the authorised user of the vehicle cannot drive the vehicle because he or she is under the influence of alcohol, narcotic or psychotropic substances;

**4.1.9.** the accident takes place by using a vehicle that is not in proper technical condition and the use of which has been prohibited by the Road Traffic Regulations.

**4.2.** Article 4.1 provides a detailed list of events when BTA does not provide the above-mentioned services upon occurrence of the insured additional risk Assistance on the Road.

## **5. OTHER TERMS AND CONDITIONS**

**5.1.** Upon request of an authorised representative of BTA, the authorised user of the vehicle is obliged to confirm the fact of service provision and evacuation of the vehicle that cannot participate in the traffic by signing an order-agreement, of the service application form.

**5.2.** Payments between BTA and the authorised user of the vehicle are made in the currency specified in the insurance contract (policy). If the amount specified in this document is in another currency, the payment shall be made in the currency indicated in the insurance contract (policy) in accordance with the exchange rate determined by the Bank of Latvia on the payment day.

**Effective from 18.02.2014**