

MOTOR THIRD PARTY LIABILITY

PROVISIONS OF DISTANCE CONTRACT



Translation from Estonian. The text in Estonian shall prevail to the translation.

Approved by AAS „BTA Baltic Insurance Company” Board Resolution No LVB1_0002/02-03-03-2016-34 of 12.04.2016.

INSURER DATA

Insurer: AAS "BTA Baltic Insurance Company" Eesti filiaal (hereafter - BTA)
Registration No.: 11223507
Address: Lõõtsa 2B, 11415 Tallinn, Estonia
E-mail: info@bta-kindlustus.ee
Phone nr.: 56868686
Business activity: non-life insurance services

INFORMATION ABOUT INSURANCE CONTRACT

Insurance agreement/policy comes into force after the agreed insurance payment has been paid in full, but not earlier than the first day of agreed insurance period.

Until the insurance payment has been paid in and insurance agreement/policy has come into force, BTA is not liable for damages and therefore indemnities cannot be collected.

Insurance coverage starts on the date stated on policy and is terminated when insurance period ends.

BTA acts in accordance to the law of Republic of Estonia. Therefore, in case the Motor Insurance Act of Estonia does not establish otherwise, the law of Republic of Estonia applies to insurance agreement. Insured person receives pre-contract information, conditions of agreement and during the time the agreement is in force, also information is provided of insurance agreement in Estonian language if the parties have not agreed differently.

The documents of insurance agreement are policy, general conditions of insurance agreements, conditions of Motor Vehicle Owners' Compulsory Third Party Liability Insurance and other documents, to which the insurance agreement refers to.

Please note that the insurance conditions are available on BTA homepage www.bta-kindlustus.ee

WITHDRAWAL RIGHTS

Policyholder is entitled to use the withdrawal rights, provided by Law of Obligations act. The Policyholder has the right to withdraw from the concluded insurance contract by submitting a withdrawal in writing within 14 (fourteen) calendar days as of the date of the agreement conclusion.

Please note that right of withdrawal is not applied to insurance policies which are concluded with the period of less than 30 days.

The withdrawal application is located on BTA website www.bta-kindlustus.ee

Policyholder can submit the withdrawal application:

- 1) by sending signed termination application to BTA by e-mail to katkestused@bta-kindlustus.ee;
- 2) in BTA office;
- 3) by sending signed termination application to BTA by post;

If the Policyholder exercises the withdrawal rights, then BTA as soon as possible, but not later than within 30 calendar days as of the receipt of the withdrawal application, refunds the insurance premium to the Policyholder. Policyholder agrees that in case insurance contract is already effective when withdrawal application is submitted, then the amount to be refunded is calculated by deducting the premium for the used period from the insurance premium.

BTA does not pay the insurance premium back if insurance risk has occurred within the withdrawal period and BTA pays the indemnity for it.

PERSONAL DETAILS PROCESSING

Responsible for personal details processing is BTA, who processes details on the grounds of and in accordance with Personal Data Protection Act and Insurance Activities Act. BTA contacts are indicated in the policy and in the current document.

BTA has the right to provide personal data of the Policyholder and the Insured without his agreement to the following parties:

- 1) authorized BTA agents (insurance agents), list of whom is located on Finance Supervision Authority homepage;
- 2) BTA claim department partners;
- 3) Finance Supervision Authority, in case when Finance Supervision Authority requests them on supervision purposes;
- 4) Investigation authorities, public prosecution office or court, if it is necessary for proceedings related with Policyholder or related persons associated with him. Investigation authorities are Police, Central criminal police, Estonian Internal Security Service, Tax and Customs Board, Border Guard Board, Competition Authority, Defense forces headquarters.
- 5) Money laundering bureau in cases provided in the international sanctions act and/or Money Laundering and Terrorist Financing Prevention Act;
- 6) Bailiff, in case if bailiff requests in purpose to clarify funds and liabilities in relation with bankruptcy proceeding of Policyholder or related person associated with him.
- 7) To insured and/or Beneficiary mentioned on the insurance contract in case they have provided the relevant request in relation of the certain insurance contract.

The personal detail processing order can be found on BTA webpage www.bta-kindlustus.ee

RESOLUTION OF DISPUTES

In case you have any questions or complaints, please, contact BTA first.

Disputes about insurance services quality and insurance intermediary are resolved by conciliation body established under Estonian Insurers Association (www.eksl.ee, tel. 667 1800, lepitus@eksl.ee, Mustamäe tee 46, Tallinn 10621). Conciliation application shall be submitted in writing and the process takes place in Estonian language.

In case of violation of Policyholder's rights, when the dispute resolution with BTA is not possible, Policyholder has the right to refer to the Customer Protection Board (<http://www.tarbijakaitseamet.ee/en>), via phone 6201707 or by applying an explanation, complaint or application to the Customer Protection Board commission. Starting from 01.03.2016 there is a possibility to submit a customer complaint via ODR-platform (Online Dispute Resolution) located on <http://ec.europa.eu/odr>

A Policyholder has the right to file complaints on the actions of BTA to the Financial Supervision Authority (address: Sakala 4, 15030 Tallinn)

Disputes arising from an insurance contract will be settled in Harju County court.