

These insurance terms and conditions set out the scope and conditions of the cover specified in the home insurance contract concluded between the insurer and the policy-holder.

The policy-holder's family members, as well as the legal holders of the insured object or persons who use the insured object with the knowledge of the owner or legal holder (including lessees), are equated with the policy-holder. The policy-holder's contractual obligations related to the possession and use of the insured object also apply to persons equated with them.

In matters not regulated by the insurance contract the parties shall be governed by the Law of Obligations Act and other legislation.

1. Insured Object

- 1.1. **Insured object** means the property indicated in the policy. An insured object can be a building, a semi-detached or terraced house unit, an apartment's interior finish, an apartment ownership and/or household property.
- 1.2. **As indicated in the policy, the insurance cover may also include the following:**
 - 1.2.1. the policy-holder's housing costs;
 - 1.2.2. the policy-holder's and their family member's bank card details;
 - 1.2.3. the loss of rental income;
 - 1.2.4. the damage caused by the lessee;
 - 1.2.5. the lessee's debt (rent guarantee);
 - 1.2.6. the lessee's accommodation costs;
 - 1.2.7. the claims arising from the possession of the insured dwelling;
 - 1.2.8. the claims related to the liability of the policy-holder and their family member;
 - 1.2.9. the claims arising from the lessee's liability.
- 1.3. If the property or liability risks of a family member of the policy-holder are also insured, the family member of the policy-holder is considered to be the spouse or partner permanently living with the policy-holder in the insured dwelling, as well as the children, parents, and dependants living with them.
- 1.4. **Building** means a construction work permanently connected to the ground, with walls, roof, and interior spaces, and all its essential parts, including interior and exterior finishing, permanently installed technical systems

(including ventilation and heating systems), sanitary equipment, built-in furniture and integrated appliances, and parts of heating, water, sewage, and electrical systems located outside the building up to the property boundary.

- 1.5. **Semi-detached or terraced house unit** means a structurally defined and separately usable living space, its interior finishing, sanitary equipment, built-in furniture and integrated appliances, technical systems, and essential parts of the building within the unit up to the interior finishing of the neighbouring unit. The parts of the building in co-ownership are insured as the insurance object to the extent that corresponds to the size of the co-ownership belonging to the policy-holder.
- 1.6. **Together with a building, a semi-detached or terraced house unit, up to EUR 15,000 worth of buildings/structures on the same property as the dwelling shall be insured:**
 - 1.6.1. small buildings with a closed net area of up to 20m² without heating appliances; separate buildings with heating appliances (e.g. sauna) and buildings with a closed net area of over 20 m² shall be specified separately in the insurance contract;
 - 1.6.2. facilities (fences, gates, barriers, outdoor lights, shelters, flagpoles, solar panels separate from the building, etc.).
 - 1.6.3. Landscaping and fuel reserved for heating the dwelling if they were destroyed as a result of a fire.
- 1.7. **The building, a semi-detached or terraced house unit is not insured:**
 - 1.7.1. elements not attached to the building (building materials, disassembled parts of the building, etc.);
 - 1.7.2. greenhouses with film and plastic coating;
 - 1.7.3. caravans, construction trailers, and boats;
 - 1.7.4. a well, well equipment, well water, bridges, boat docks, piers, ponds, and roads (including footpaths and driveways).
- 1.8. **Apartment's interior finish** means a structurally defined living space together with its essential parts, including floor, wall, and ceiling coverings, non-load-bearing partitions, built-in furniture (including kitchen furniture,

sliding doors), built-in ovens, parts of the technical system, sanitary equipment, apartment doors, windows, balconies, and a locked storage room belonging to the apartment, which is located in the apartment building.

- 1.9. **Apartment ownership** means the apartment's interior finish and a notional part of the building corresponding to the size of the co-ownership (e.g. the roof of the building, load-bearing walls, staircases, elevators, etc.). Along with the apartment ownership, the locked storage room belonging to the apartment, which is located in the apartment building, is also insured.
- 1.10. **Household property** means personal property located in the insured dwelling or on the same property as the dwelling, as specified in the insurance contract (e.g. furniture, kitchen appliances, home electronics, etc.) under the following conditions:
 - 1.10.1. items located on the balcony, on the terrace or in the garden of the insured dwelling are stored in a locked building when leaving home or when darkness falls (e.g. a bicycle is stored in a storage room), except for property permanently stored outdoors: garden furniture, trampoline, stove, grill, heater, and robotic lawnmower;
 - 1.10.2. property stored in locked buildings located on the same property as the insured residential building or in a locked storage room located in the same building as the apartment and exclusively used by the policy-holder shall be insured for up to 10% of the sum insured of the household property;
 - 1.10.3. the household property also includes the means belonging to the employer used in the home office located in the insured dwelling, except for the items provided in clause 1.10.14;
 - 1.10.4. the household property also includes items worth up to EUR 2,000 that are with the policy-holder and their family member outside the insured dwelling anywhere in the world.
 - 1.10.5. **The following is not covered by the insurance contract as household property:**
 - 1.10.6. documents, manuscripts, securities, lottery tickets, archives;
 - 1.10.7. databases, computer software and licences;
 - 1.10.8. mobile phones, tablets, and other smart devices over two years old, and desktop and laptop computers over four years old;

- 1.10.9. weapons, explosives, ammunition;
- 1.10.10. cash;
- 1.10.11. animals, birds, fish;
- 1.10.12. plants;
- 1.10.13. medicinal products;
- 1.10.14. goods, raw materials, industrial equipment, and other assets used in economic activities;
- 1.10.15. agricultural products, alcoholic beverages;
- 1.10.16. motor vehicles, agricultural machinery, trailers subject to registration;
- 1.10.17. air and watercraft, except for drones;
- 1.10.18. property, the possession of which is illegal.

2. Insurance Cover

- 2.1. **Insured event** means an unexpected and unforeseeable event, as a result of which the insured object is damaged, destroyed or lost due to the events agreed upon in the policy and stipulated below and in which case indemnification for the damage is not excluded under clause 3. Damages arising from different times and/or events shall be considered separate insured events.
- 2.2. **Total risk insurance** means any sudden and unforeseen damage, destruction or loss of the insured object.
- 2.3. **Accident** means the damage or destruction of an insured object as a result of an external mechanical force.
- 2.4. **Fire** means the damage or destruction of an insured object due to burning, lightning strike, smoke, soot, explosion, and the consequences of their extinguishing and/or rescue operations.
- 2.5. **Water damage** is damage to or destruction of an insured object as a result of damage to or destruction of a water supply, sewerage, heating, cooling, extinguishing system (including sprinklers), rainwater drainage system, domestic appliances, aquarium spillage, sewage or steam.
 - 2.5.1. As a result of the freezing of the internal piping, the water damage is insured only if the freezing occurred due to a power outage or a heating device failure.
 - 2.5.2. The costs of repairing or replacing the damaged technical system shall be indemnified in the amount of up to EUR 1,000 per insured event.
 - 2.5.3. Damage caused by water or wastewater entering the building

- through the sewer system due to natural phenomena is not considered water damage.
- 2.6. **Natural disaster** is damage to or destruction of an insured object caused by wind with a speed of at least 18 m/s, storm, hail, sleet, precipitation (including snowmelt). Damage caused by flooding shall be indemnified under the insurance cover of clause 2.7.
- 2.7. **Flooding** is the damage to or destruction of an insured object as a result of a natural phenomenon, which temporarily covers an area of land that is usually not covered with water.
- 2.8. **Theft** is the loss of or damage to an insured object and its external parts as a result of burglary (breaking into a building), robbery or attempted robbery.
- 2.8.1. In the absence of signs of burglary (barriers or obstacles have not been removed by force), only the damage caused by the theft of items permanently stored outdoors as provided in clause 1.10.1 shall be indemnified.
- 2.8.2. It is not considered theft if the building lock was opened using the original key, unless the key was in the possession of third parties by burglary or robbery.
- 2.9. **Vandalism** means intentional damage to the insured object by a third party.
- 2.10. **Home assistance** means the primary assistance provided in the event of a sudden and unforeseen accident in an insured dwelling:
- 2.10.1. the elimination of blockage to prevent a potential water damage risk;
- 2.10.2. the stopping of a leak caused by a permanently connected household appliance or an internal plumbing breakage;
- 2.10.3. the first response in case of unexpected pipe freezing;
- 2.10.4. the primary cleaning and drying service in the insured dwelling or its auxiliary building interior after a flood, water accident or the breakage of some other item;
- 2.10.5. the elimination of a possible fire hazard in the event of an electrical system failure;
- 2.10.6. the covering of broken windows, roofs or other open parts of a building with temporary means;
- 2.10.7. the opening, repair, and replacement of a lock. The door lock shall be replaced with a new one if the lock was damaged as a result of vandalism and/or theft;
- 2.10.8. the transport of the policy-holder and their family members to temporary accommodation in the event of the living space becoming uninhabitable;
- 2.10.9. the monitoring of the dwelling limiting the spread/progression of the damage, but no more than 24 hours.
- 2.10.10. The home assistance service is provided if it is ordered from the home assistance phone number indicated on the policy.
- 2.11. **Housing costs** are the costs of renting a temporary dwelling, moving, and storing household effects, and the costs of utilities in excess of normal consumption, incurred when a dwelling insured as a permanent residence becomes uninhabitable due to an insured event. These costs shall be indemnified from the moment the insured event occurs until the residential space is restored to a habitable condition, for a maximum of 12 months, but not more than the sum insured specified in the policy.
- 2.11.1. The residential space is uninhabitable if it is destroyed or damaged to such an extent that its normal use is impossible or significantly hindered.
- 2.12. **Card fraud** involves unauthorised transactions made with bank card details stolen or lost (including copied or recorded without permission) from the policy-holder or their family member. The damage caused by unauthorised transaction(s) shall be indemnified up to the sum insured specified in the policy.
- 2.12.1. The issuing financial institution of the bank card shall be notified of the theft or loss of the card data and the police shall be informed of any unauthorised transaction at the earliest opportunity, but no later than 24 hours after becoming aware of the incident.
- 2.12.2. Transactions for which the cardholder provided bank details and/or PIN codes to third parties or confirmed the transaction by any authentication method are not considered card fraud.

- 2.12.3. Expenses incurred due to identity theft related to card fraud, such as costs for legal assistance or the cost of credit monitoring services, are not reimbursable.
- 2.13. **Liability insurance** covers damage unlawfully caused by the policy-holder or their family member to a third party under the following conditions:
- 2.13.1. the event causing the damage occurs during the insurance period and a written claim for indemnification is submitted no later than 12 months after the end of the insurance period;
- 2.13.2. All claims resulting from the same circumstances or events are considered as a single insured event. The time of occurrence of an insured event is considered to be the time of occurrence of the first insured event;
- 2.13.3. the necessary legal assistance, expertise, and court costs for repelling a claim previously agreed with the insurer shall be indemnified;
- 2.13.4. the sum insured for liability insurance is indicated in the policy.
- 2.13.5. When concluding an insurance contract, it is possible to choose liability insurance arising from the possession of the insured object, personal civil liability insurance, and/or lessee's liability insurance.
- 2.13.6. **In the case of liability insurance of the owner or possessor of real estate**, the claims arising from the ownership or possession of a building or apartment as the insured object shall be indemnified.
- 2.13.7. **In the case of civil liability insurance**, damage caused to third parties in the Republic of Estonia (e.g. pet owner's liability, cyclist's liability, etc.) by a private policy-holder or a member of their family shall be indemnified. In the case of civil liability insurance, the claims arising from the ownership or possession of a building or apartment shall not be covered.
- 2.13.8. **The lessee's liability insurance** protection is valid for claims for property damage caused to the interior finish or household property of the rented dwelling located at the address specified in the insurance contract by the policy-holder who is a lessee
- 2.13.9. and a family member living with them.
- 2.13.10. **Damage caused by the following shall not be indemnified:**
- 2.13.11. claims arising from contractual liability, contractual obligations, guarantees, etc.;
- 2.13.12. expired claims;
- 2.13.13. mutual claims between the policy-holder and their family members;
- 2.13.14. non-material damage;
- 2.13.15. claims that are not subject to indemnification under the current laws in the Republic of Estonia;
- 2.13.16. damage intentionally caused by the policy-holder or their family member;
- 2.13.17. lost income, except for the reduction of income subject to social tax;
- 2.13.18. damage caused by an act or omission committed by the policy-holder or their family member under the influence of alcohol or drugs;
- 2.13.19. environmental damage;
- 2.13.20. damage to or loss of a movable or immovable property possessed, leased, borrowed or otherwise taken into use by the policy-holder or their family member;
- 2.13.21. claims arising from the possession, rental or use of motor-powered land, water, and air vehicles or sources of greater danger;
- 2.13.22. claims arising from long-term factors, such as smoke, soot, dust, steam, moisture, gas, heat, odour or other similar factors;
- 2.13.23. damage caused by an animal, except damage caused by a pet of the policy-holder or of a member of their family;
- 2.13.24. claims arising from an act performed without due authority;
- 2.13.25. claims arising from unjust enrichment, remuneration from public promises;
- 2.13.26. claims arising from a defective product;
- 2.13.27. claims arising from asbestos, infectious disease or infection.
- 2.14. **The loss of rental income** is the rent lost due to the insured residential premises, which are rented out on a long-term basis (at least 180 days), becoming uninhabitable as a result of an insured event. The unpaid rent shall be indemnified from the occurrence of the insured event until the restoration of

- the habitability of the dwelling, for a maximum of 12 months, but not more than the sum insured specified in the policy.
- 2.14.1. The residential space is uninhabitable if it is destroyed or damaged to such an extent that its normal use is impossible or significantly hindered.
- 2.14.2. The loss of rental income does not include utility costs, contractual penalties, late interest, and other costs incurred due to the termination of the lease contract for reasons other than an insured event (e.g. the lease contract ended).
- 2.15. **Damage caused by the lessee** is damage, caused either intentionally or due to gross negligence by the lessee or their family member, to the interior finish or household property of the insured dwelling rented out on a long-term basis (at least 180 days), except for theft of property. Damage caused shall be indemnified up to the sum insured under the policy.
- 2.16. **Rent guarantee** is the assurance of the continuation of rental income for the insured residential property rented out on a long-term basis (at least 180 days) to the policyholder if the lessee fails to pay the rent. The rent guarantee is valid if the lessee is a private individual who had no payment defaults in the 3 years preceding the conclusion of the lease contract.
- 2.16.1. The rent guarantee shall take effect 90 days after the start of the lease contract.
- 2.16.2. In the event of rental arrears, the policyholder shall send a reminder to the lessee in a format that can be reproduced in writing, along with a new payment deadline.
- 2.16.3. The rent due shall be indemnified if the arrears have lasted for 30 days. Indemnification is paid from the time the claim becomes due until the cancellation of the lease contract, but not more than 3 months or the sum insured specified in the policy.
- 2.16.4. The policyholder is obliged to cancel the lease contract if the lessee is 30 days late in paying the rent.
- 2.16.5. The indemnification does not include the ancillary costs of the lease contract (including utility costs), legal fees, and other debt collection costs, as well as costs incurred in reclaiming the dwelling from illegal possession.
- 2.17. **Lessee's accommodation costs** are the costs of renting a temporary accommodation, which are indemnified to the lessee by the policy-holder if there is a compelling reason for the extraordinary cancellation of the lease contract:
- 2.17.1. the lessor violates the lessee's right to the inviolability of home by entering the leased premises without informing the lessee in advance and without obtaining permission from the lessee, or significantly violates the lessee's privacy in another way;
- 2.17.2. the lessee is unable to use the rented dwelling due to a reason attributable to the lessor or living on the rental premises is dangerous or impossible.
- 2.17.3. The lessee's accommodation costs will be indemnified for up to 30 days, but not more than the sum insured specified in the policy. Insurance cover is only valid for a rental period of more than 180 consecutive days and in case of a written lease contract.

3. Exclusions

- 3.1. The exclusions in clause 3 apply to all insured events. The insurer shall not indemnify for damage caused directly or indirectly by the following:
- 3.1.1. wear and tear, decay, mould (including dry rot), limescale, rust or other long-term process;
- 3.1.2. loss or leaving unattended of the insured object;
- 3.1.3. liquid (including precipitation) or vapour entering from unsealed openings (other than those resulting from storms) or technical systems;
- 3.1.4. damage caused by rainwater or meltwater that has penetrated the structure of a building. As an exclusion, in case of total risk insurance, damage caused to the interior finish and/or household property is indemnified in the case of the first incident (water has not entered in the previous 5 years) in the amount of up to EUR 3,000 euros;
- 3.1.5. weight of ice or snow;
- power cuts or voltage fluctuations and internal faults or malfunctions of the insured

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- object itself. As an exclusion, in case of total risk insurance, damage caused by power outages, voltage fluctuations or internal faults to household property, sanitary equipment, and integrated kitchen appliances up to four years old, and to building technical systems (heating device, ventilation device, boiler, etc.) up to seven years old, shall be indemnified;
- 3.1.6. construction, repair, maintenance, reconstruction or adjustment work. As an exclusion, in case of total risk insurance, a fire or pipeline leak caused by a sudden event for the reason mentioned in this clause shall be indemnified;
 - 3.1.7. dismantling or disassembling of an insured object;
 - 3.1.8. activity of birds, domestic animals, rodents, insects, unless the bird or animal caused a fire or window/door glass breakage;
 - 3.1.9. excessive humidity, condensate, cleaning or washing water;
 - 3.1.10. movement of water below the ground;
 - 3.1.11. use of the insured object for a reason or in a way for which it was not intended;
 - 3.1.12. the policy-holder or their equivalent's intent or gross negligence, except in case of damage caused by the lessee as specified in clause 2.15;
 - 3.1.13. military action, military operation, armed conflict, act of terrorism, civil unrest, uprising, mass disorder, civil unrest, coup, revolution, actions of authorities, state of emergency, strike;
 - 3.1.14. use of nuclear energy for any purpose or beyond its control, radioactive radiation, and radioactive contamination;
 - 3.1.15. use of chemical, biological, biochemical or electromagnetic weapons;
 - 3.1.16. blasting operations, excavation operations, earthworks or storage of explosives;
 - 3.1.17. earthquake, movement of the earth's surface or landslide;
 - 3.1.18. environmental pollution, contamination;
 - 3.1.19. vibration, subsidence, cracking, shrinkage, expansion or temperature variation of the ground, building or its parts;
 - 3.1.20. expropriation, confiscation or similar event;
 - 3.1.21. maintenance work and the cost of the device and its part to be replaced during maintenance;
 - 3.1.22. aesthetic damage (e.g. scratches, nicks, dents, stains, colour change) that does not

- 3.1.23. affect the intended use of the insured object; defective product, which is subject to indemnification based on warranty granted to the insured object (including construction warranty);
- 3.1.24. normal use of sports equipment, fishing gear, and mobility equipment (including bicycles, scooters, pushchairs, etc.);
- 3.1.25. normal use and/or transport of motor vehicles, agricultural machinery and equipment, trailers and semi-trailers, lawn tractors and mowers, robotic lawn mowers, and similar items.

4. Release Of The Insurer From The Obligation To Perform The Insurance Contract

- 4.1. The insurer shall be partially or fully exempt from the obligation to perform the insurance contract if:
 - 4.1.1. the policy-holder or their equivalent has violated at least one of the obligations indicated in clause 8 and this has an impact on the incurrance of damage or its amount or on the establishment of the extent of damage;
 - 4.1.2. the policy-holder or their equivalent does not comply with the safety requirements specified in clause 11;
 - 4.1.3. the policy-holder has breached the obligation to notify of significant changes in risk circumstances (e.g. if the information disclosed at the conclusion of the insurance contract changes, the insured object is transferred);
 - 4.1.4. the policy-holder has deliberately submitted incorrect data on the circumstances or extent of damage;

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- 4.1.5. the policy-holder or the beneficiary has knowingly presented false data on the circumstances of the damage or the extent of the damage;
- 4.1.6. the policy-holder has left the insurance premium or subsequent payments of the insurance contract instalment unpaid for an additional deadline;
- 4.1.7. the person entitled to receive insurance indemnity is subject to international financial sanctions.

5. Covered Territory

- 5.1. The covered territory is located at the address indicated on the policy, where the insurer has the obligation to indemnify in the event of an insured event.
- 5.2. As an exception, the covered territory is:
 - 5.2.1. the whole world if the home property is insured under the conditions set out in clause 1.10.4. above;
 - 5.2.2. the whole world if card fraud has been insured under the terms and conditions set out in clause 2.12;
 - 5.2.3. the Republic of Estonia if civil liability is insured under the terms and conditions set out in clause 2.13.7.

6. Sum Insured

- 6.1. The sum insured is the maximum amount of money that the insurer shall pay out in the event of an insured event, subject to a deductible. The insurer's indemnification obligation does not exceed the damage suffered. The sum insured shall not be reduced by the amount of indemnity paid out.
- 6.2. The sum insured is indicated on the policy.
- 6.3. The sum insured may be determined:
 - 6.3.1. by agreement, according to which the sum insured is equal to the reinstatement value of the insured object or the pre-insured event value (insurable value);
 - 6.3.2. as the numerical value agreed upon when concluding the insurance contract.

7. Deductible

- 7.1. The deductible is the part agreed to in the insurance contract and indicated in the policy, which is not indemnified by the insurer. Deductible may

be a percentage of the amount of damage, as well as a fixed amount. Losses resulting from different events are considered as separate insured events and a separate deductible is applied for each insured event.

- 7.2. Deductible is not applied:
 - 7.2.1. if the insured event was caused by a third party, who is not the policy-holder or their equivalent;
 - 7.2.2. in case of fire, if more than 50% of the insured building is destroyed;
 - 7.2.3. only in the event of breakage of an external door or window glass;
 - 7.2.4. in case of the home assistance service, as set out in clause 2.10;
 - 7.2.5. in case of housing costs to be indemnified, as set out in clause 2.11;
 - 7.2.6. in case of rental income not received to be indemnified, as set out in clause 2.14;
 - 7.2.7. in case of lessee's accommodation costs to be indemnified, as set out in clause 2.17.
 - 7.2.8. The deductible is reduced by 50% if there have been no insured events in two consecutive annual periods.
 - 7.2.9. If more than two insured events occur during one insurance period, the deductible shall be applied in double the amount, except if the insured event was caused by a third party who is not the policy-holder or their equivalent.

8. Obligations Of The Policy-Holder

- 8.1. **The policy-holder has the obligation:**
 - 8.1.1. to provide complete and accurate information necessary for the assessment of the insurance risk and disclose all the circumstances known to the policy-holder that affect the decision to enter into the insurance contract on the agreed terms and conditions;
 - 8.1.2. to notify the insurer at the first opportunity if the information provided proves to be incorrect or incomplete;
 - 8.1.3. to do everything in their power to prevent an insured event and to minimise the possible loss, to avoid increasing the possibility of the insurance risk, and not to allow

persons who are equated with the policy-holder to do so.

- 8.2. **Upon occurrence of an insured event, the policy-holder has the obligation:**
- 8.2.1. to take immediate steps to save the insured object, to prevent the damage from increasing and to minimise the damage, asking for and following the insurer's instructions;
 - 8.2.2. to report the events immediately;
 - 8.2.3. to the police if actions of a third party are suspected;
 - 8.2.4. to the local rescue board if a fire has occurred or an explosive has detonated;
 - 8.2.5. to a competent authority or person in other cases;
 - 8.2.6. to provide the information and evidence in the possession of the policy-holder concerning the circumstances of the damage as soon as possible;
 - 8.2.7. to co-operate with the insurer to determine the causes and extent of the damage;
 - 8.2.8. to allow the insurer to inspect the insured dwelling, its contents, and related documents;
 - 8.2.9. to not satisfy or acknowledge a third party's claim without the insurer's consent;
 - 8.2.10. to submit the damaged property to the insurer for inspection in its condition after the insured event and not to restore or dispose of the damaged property without the insurer's consent.
- 8.3. If, after the damage has been indemnified, circumstances have arisen which preclude indemnification or if the damage has been indemnified by a third party, the beneficiary is obliged to return the insurance indemnity to the insurer as soon as possible.
- 8.4. If the policy-holder and/or beneficiary regains possession of stolen property after receiving the insurance indemnity, the returned item shall be placed in the possession of the insurer or the insurance indemnity is to be returned.

9. Rights And Obligations Of The Insurer

- 9.1. **The insurer has the obligation:**
- 9.1.1. to disclose to the policy-holder, before the conclusion of the insurance contract, the documents relating to the insurance contract and to keep confidential any information that has come to their knowledge in connection with the contract;
 - 9.1.2. to start processing the insured event immediately, when damages are reported by the policy-holder, establishing the amount of damages to be indemnified;
 - 9.1.3. to register the notice of damage and introduce to the policy-holder the procedure for resolving the insured event and indemnifying the damage;
 - 9.1.4. to inform the policy-holder at the earliest opportunity of the documents necessary to establish the cause and the amount of the loss or damage resulting from the insured event;
 - 9.1.5. make a decision on the indemnification for damages or refusal to do so within 10 working days, at the latest, as of the receipt of all the required documents and establishment of the amount of damage and the circumstances related to its occurrence. The time limit for taking a decision by the insurer may be extended by the time limit for emergency, civil, criminal, and misdemeanour proceedings if the outcome of these proceedings has a significant bearing on the decision.
- 9.2. **The insurer has the right:**
- 9.2.1. to receive additional information about the insured object during the insurance period and increase the insurance premium in case of increased insurance risk;
 - 9.2.2. to require a change to the contract (payment of a higher premium) retroactively from the date of the increase in the insurance risk if the insurance risk increased after the conclusion of the contract independently of the policy-holder;
 - 9.2.3. to change the standard terms and conditions and/or insurance premium in case of multi-annual insurance contracts after the end of the first annual insurance period.

10. Insurance Indemnity, Methods And Procedures Of Indemnification

- 10.1. Insurance indemnity is a sum of money that is paid to indemnify for financial damage resulting from an insured event. The insurer has the right to decide whether the property is to be restored, replaced by an equivalent or the indemnity paid out in cash.
- 10.2. Unless otherwise stated in the insurance contract, the insurable value of a building, a semi-detached house, a terraced house unit, a condominium, and the interior fittings of an apartment is the reinstatement value, i.e. the restoration of the building for the same purpose in its original state without taking into account depreciation.
- 10.3. The insurable value of household property is its replacement value, i.e. the cost of replacement with a new, equivalent item.
- 10.4. In case of an insured event involving tablets, smart and video devices, and laptops over 6 months old, the indemnity shall be reduced by 10% for each six months of use. The age of the device shall be calculated from the date when it was purchased new. If the policy-holder does not provide proof of the age of the equipment, or if the equipment was purchased second-hand, the date of manufacture of the equipment shall be taken as the basis for calculating the indemnification.
- 10.5. For the following items, the insurable value shall always be the market value, i.e. the cost of replacing an equivalent item, but not more than EUR 4,000 per insured event:
 - 10.5.1. works of art (including paintings, sculptures);
 - 10.5.2. antiques and valuables (including jewellery, antique furniture);
 - 10.5.3. agricultural machinery (including lawnmowers);
 - 10.5.4. trailers, vehicles not subject to registration with the Estonian Transport Administration.
- 10.6. The restoration of a building, a semi-detached or terraced house unit, the interior finish of an apartment, a condominium or a structure is carried out on the basis of an estimate of the cost of the works and the indemnification is paid according to the works carried out and the invoices submitted. The contracting authority for construction or repair work is the policy-holder.
- 10.7. The insurer has the right to choose the contractor. If the insurable value of a building, apartment or civil engineering work is the residual value, the indemnity shall be based on the local construction value of the building, minus the depreciation of the building before the insured event. In case of financial indemnification, or if the building is not restored within two years from the date of the adoption of the indemnification decision by the insurer, the amount of indemnification shall be the estimated cost of restoration after deduction of the estimated value added tax (VAT).
- 10.7. The indemnification of household property is based on their replacement value. If it is practical to repair the property, the indemnification amount is the cost of repair. If the property is not repaired, the insurer shall indemnify the cost of the new item with the same characteristics (replacement value), except in case of items listed in clause 10.5 for which the insurable value of the item is the market value. The damaged equipment shall be handed over to the insurer on request. Under-insurance is not taken into account when calculating the insurance indemnity of household property. In case of over-insurance, the actual amount of damage is indemnified, but not more than the sum insured.
- 10.8. The cost of sub-standard or defective work and materials and the cost of repair, replacement or reworking shall not be indemnified.
- 10.9. Expenditures on designing a different building (extensions, alterations to the exterior, etc.) shall not be indemnified.
- 10.10. Expenditures related to bringing the part of the building or interior finish restored as a result of an insured event into line with the undamaged part of the building or interior decoration [e.g. differences in colour tone between new and old paint, differences in ceramic tile patterns, differences in material texture, etc.] shall not be indemnified.
- 10.11. Appliances that have been assigned an energy efficiency label by the manufacturer shall be replaced by a class of more energy-efficient appliance (**Green insurance indemnity**) in the event of an insured event involving the following household appliances:
 - 10.11.1. refrigeration equipment;

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- 10.11.2. dishwashers;
- 10.11.3. washing machines;
- 10.11.4. tumble dryers;
- 10.11.5. air conditioners;
- 10.11.6. electric ovens;
- 10.11.7. heating appliances;
- 10.11.8. water heaters and heating devices;
- 10.11.9. ovens and hoods.
- 10.12. **In the event of an insured event, the insurer shall additionally indemnify:**
 - 10.12.1. the costs of preventing or reducing the damage caused by an insured event, even if this did not produce the desired result;
 - 10.12.2. the demolition, debris removal, and cleaning costs up to 10% of the cost of the building;
 - 10.12.3. the cost arising from the requirements of the legislation for the restoration of the insured object;
 - 10.12.4. the design costs if the building had an authorisation for use immediately before the insured event or if the relevant legislation did not require such authorisation.
- 10.13. The insurer has the right to withhold from the indemnity the insurance premiums that have not been paid up to the end of the insurance period, regardless of whether the due date for payment of the premiums has arrived and regardless of to whom the insurance indemnity is paid.
- 10.14. If the policy-holder is entitled to deduct input VAT, the VAT part is not subject to indemnification.

11. Safety Requirements

- 11.1. The policy-holder and their equivalent are obliged to comply with the safety requirements arising from the legislation, the instructions for use, and the insurance contract.
- 11.2. The policy-holder is required to explain to those equivalent persons the safety requirements and other obligations of the policy-holder under the insurance contract. If a person who is equal to the policy-holder violates the insurance contract, the policy-holder is deemed to have violated the insurance contract.
- 11.3. **In the event of a breach of the safety requirements, the insurer has the right to reduce the indemnity or to refuse indemnity if the breach of the safety requirements had an effect on the occurrence of the insured event.**
- 11.4. Objects in the courtyard, on the terrace or on the ground floor balcony shall be taken into

a locked building when leaving the insured dwelling or at nightfall, except for garden furniture, a trampoline, an oven, a barbecue, a heat lamp, and a robotic lawnmower.

- 11.5. When leaving the dwelling, doors and windows shall be locked and, if there is a security alarm, it shall be switched on. Upon loss of the key or alarm system code or their ending up in unlawful possession of a third party, the policy-holder shall immediately replace the lock or code.
- 11.6. Property carried outside the dwelling shall be under constant surveillance, in a locked building or in a locked car in an inconspicuous place.
- 11.7. A bicycle, pushchair or wheelchair shall be locked with a wheel lock when left unattended outside the dwelling (including locked in common areas, such as the stairwell of an apartment building).
- 11.8. The water supply, sewerage, heating, and cooling system of the building shall be regularly maintained. During the non-operational period and in a building where the air temperature drops below 0 degrees Celsius, water and heating systems shall be drained.
- 11.9. Smoke flues and chimneys shall be cleaned once a year, and every five years, the chimney of the building shall be cleaned by a person with a relevant professional certificate.
- 11.10. The location of open fire shall be at a safe distance from the building or combustible material.

12. Insurance Risk And Increase In The Possibility Of Insurance Risk

- 12.1. Insurance risk means a risk against the realisation of which insurance cover is taken.
- 12.2. An increase in the possibility of an insurance risk is considered to be a change in circumstances that increase the possibility of the occurrence of an insured event or the amount of damage.

- 12.3.** In particular, circumstances about which the insurer asks the policy-holder for information before the conclusion of the insurance contract are regarded as material circumstances increasing the possibility of insurance risk. Also, an important factor influencing the possibility of the insurance risk is the failure to comply with the specific or additional conditions, the safety requirement or other agreement related to the insurance risk and stipulated in the insurance contract. Examples of circumstances that increase the insurance risk are construction and/or repair work.
- 12.4.** The policy-holder shall notify the insurer immediately of any increase in the probability of the insurance risk, unless the increase in the probability of the insurance risk was caused by generally known circumstances that do not affect only the insurance risk of that policy-holder.
- 12.5.** The policy-holder may not, after the conclusion of the contract and without the consent of the insurer, increase the possible insurance risk or allow its increase by persons equal to the policy-holder.
- 12.6.** If the policy-holder breaches the obligation to notify the possibility of an increase in the insurance risk, the insurer is released from the obligation to perform the insurance contract if the insured event occurs after the expiry of one month from the time when the insurer should have received the notice.
- 12.7.** If the policy-holder or their equivalent breaches the prohibition on increasing the probability of the insurance risk and the insured event occurs after the increase in the probability of the insurance risk, the insurer has the right to reduce the insurance indemnity or refuse to pay it, taking into account the circumstances of the breach.
- 12.8.** During the insurance period, the insurer has the right to inspect the insured object and, in the event of the possibility of an increased insurance risk, to require the policy-holder to implement additional security measures and/or

to increase the insurance premium or cancel the insurance contract.

13. Processing Of Complaints And Resolution Of Disputes

- 13.1. Disputes arising from the insurance contract shall be attempted to be resolved through negotiations. If disagreements persist, the policy-holder has the right:
- 13.2. contact the insurance conciliation body of the Estonian Insurance Association (more information: www.lkf.ee/lepitusorgan);
- 13.3. to contact the Consumer Disputes Committee of the Consumer Protection and Technical Regulatory Authority in case of a client who is a consumer (more information: www.komisjon.ee);
- 13.4. apply to the Estonian court under the conditions and in accordance with the procedure laid down by law.
- 13.5. If the client is not satisfied with the insurer's actions, they have the right to file a complaint. To do this, the complaint shall be sent to the email address info@inges.ee. Client's expression of dissatisfaction presented in a format that can be reproduced in writing is registered as a complaint. The complaint shall be resolved within 15 days for a consumer and within 30 days for a legal entity.

14. Form Of Notices

- 14.1. All notices between the parties to the insurance contract that are necessary for the performance of the contract shall be forwarded in a format that can be reproduced in writing.

15. Data Processing And Protection

- 15.1. The insurer processes personal data in accordance with the provisions of the law.
- 15.2. The principles of data processing by the insurer are found in the document 'Personal data processing conditions of AS Inges Kindlustus' and can be found on the insurer's website at www.inges.ee/tingimused.
- 15.3. The insurer has the right to process the data of the policy-holder and the insured person for risk assessment,

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preparation, conclusion, and execution of the insurance contract.

- 15.4. The insurer has the right to forward client's data to third parties whom they use in fulfilling their obligations (data processors).
- 15.5. The policy-holder has the right to obtain information from the insurer on the personal data and their use at any time and demand the correction of incorrect data, and demand the ceasing of the processing of personal data from the insurer, unless otherwise provided by the law.
- 15.6. The insurer retains the personal data for as long as is necessary for fulfilling the objectives of client's data processing or performing the objectives arising from the legislation, also taking into account the term of expiry of claims arising from the contract.

16. Contradictions

- 16.1. In case of contradictions in the insurance contract documents, the following documents shall be taken as guidance when interpreting them, based on their importance, whereas each preceding document is superior to the next document: policy – these terms and conditions.

17. Expiry Of Claims

- 17.1. The term for expiry of claims arising from the insurance contract shall be three years. The term for expiry shall start as of the end of the calendar year when the claim becomes collectable.

18. Termination Of The Contract, Cancellation Of The Contract, Withdrawal From The Contract

- 18.1. The insurance contract shall expire:
 - 18.1.1. upon the end of the insurance period;
 - 18.1.2. upon the cancellation of the insurance contract;
 - 18.1.3. upon the withdrawal from the insurance contract;
 - 18.1.4. by agreement between the policy-holder and the insurer;
 - 18.1.5. based on other grounds provided by law.
- 18.2. It is possible to withdraw from a contract concluded through means of communication within 14 days.

- 18.3. When concluding an insurance contract for more than one year, the policy-holder has the right to withdraw from the insurance contract within 14 days of concluding the insurance contract.
- 18.4. An application shall be submitted for withdrawal. Upon withdrawal from the contract, we shall refund the paid insurance premiums.
- 18.5. In case of provision of immediate insurance cover, the policy-holder does not have the right to withdraw from the contract.
- 18.6. The parties have the right to cancel an open-ended insurance contract at the end of the current insurance period by giving at least one month's notice.
- 18.7. If the insurance contract has been cancelled or withdrawn, the parties to the insurance contract shall no longer have any obligations arising from the contract from the end of the insurance contract. The rights and obligations of the parties (including the obligation to pay the insurance premium) are valid until the end of the insurance contract.
- 18.8. If the insured object is destroyed as a result of an insured event or the insurance indemnity has been paid out to the full extent of the sum insured during the insurance period, the insurer has the right to the insurance premium for the current insurance period.