

GENERAL TERMS AND CONDITIONS OF INSURANCE

TABLE OF CONTENTS

1.	DEFINITIONS.....	1
2.	DOCUMENTS OF INSURANCE CONTRACT AND APPLICATION OF CONTRACT CONDITIONS.....	1
3.	CONCLUSION AND VALIDITY OF INSURANCE CONTRACT.....	2
4.	ASSIGNMENT OF BENEFICIARY.....	2
5.	INSURANCE PREMIUM.....	2
6.	DELAYED PAYMENT OF AND FAILURE TO PAY THE INSURANCE PREMIUM.....	2
7.	PERSONS UNDER THE RESPONSIBILITY OF POLICYHOLDER.....	2
8.	NOTIFICATION OBLIGATION OF INSURER.....	3
9.	NOTIFICATION OBLIGATION OF POLICYHOLDER AND CONSEQUENCES FOR THE VIOLATION OF THIS OBLIGATION.....	3
10.	UNDERINSURANCE, OVERINSURANCE, MULTIPLE INSURANCE.....	3
11.	SENDING OF NOTICES.....	3
12.	INSURANCE OF THIRD PERSON'S INSURED RISK.....	3
13.	DISPOSAL OF INSURED OBJECTS.....	4
14.	AGGRAVATION OF INSURED RISK.....	4
15.	SAFETY REQUIREMENTS.....	4
16.	ACTIONS IN CASE OF LOSS EVENT.....	4
17.	INDEMNIFICATION METHOD AND WITHHOLDING.....	4
18.	RELEASE FROM THE PERFORMANCE OBLIGATION OF INSURANCE CONTRACT.....	5
19.	TRANSFER OF CLAIMS TO INSURER.....	5
20.	PROCESSING AND PROTECTION OF CLIENT DATA.....	5
21.	LIMITATION PERIOD FOR CLAIMS.....	6
22.	RESOLUTION OF DISPUTES.....	6

1. DEFINITIONS

- 1.1. **Insurer** shall be Salva Kindlustuse AS.
- 1.2. **Policyholder** shall be the person who has signed an insurance contract with the Insurer.
- 1.3. **Insured person** (hereinafter also: the **Insured**) shall be the person who owns the insured object. The Insured is entitled to insurance indemnity, unless otherwise provided by law or insurance contract.
- 1.4. **Beneficiary** shall be the person who has been assigned as such in insurance contract by the Policyholder with the written consent of the Insured. In case of insured event, the Beneficiary is entitled to insurance indemnity as provided by insurance contract.
- 1.5. **Client** (Policyholder, Insured person, Beneficiary, injured party) shall be the person to whom the Insurer provides the insurance service or who has contacted the Insurer in order to use the insurance service.
- 1.6. **Client data** (including personal data) shall be any information that is known to the Insurer about the client.
- 1.7. **Personal data** shall be any information about a natural person. Chief processor of personal data shall be the Insurer and

authorised processors shall be the persons assigned as such by the Insurer.

- 1.8. **Insurance cover** shall be the obligation of Insurer, delimited by the terms and conditions of insurance contract, to pay the insurance indemnity or to perform other actions provided by insurance contract in case of insured event.
- 1.9. **Period of insurance** shall be the validity period of insurance cover, unless otherwise provided by insurance contract.
- 1.10. **Insurance validity area** shall be the **place of insurance** or the **insurance area** for which the insurer is obligated to perform his contractual obligations if an insured event has occurred in this place or area. The Insurer shall have no contractual liabilities regarding the events taking place outside the insurance validity area.
- 1.11. **Insured event** shall be an event defined in the insurance contract that is unexpected and unforeseen. In case of the occurrence of insured event, the Insurer shall meet his contractual liabilities.
- 1.12. **Insured object** shall be the life and health of the insured person, or the item, right, obligation or expenses of the insured person for which the insurance contract was concluded.
- 1.13. **Insured risk** shall be the threat against which the insurance is purchased.
- 1.14. **Policy** shall be the document issued by the Insurer, which attests the conclusion of insurance contract. Policy may also have another heading.
- 1.15. **Deductible** (sometimes also: „retention“) shall be the sum of money or another denomination (percentage of loss, period, etc.) specified in insurance contract by which the Insurer's obligation to perform is reduced.
- 1.16. **Insurance indemnity** shall be the sum of money or non-financial benefit (e.g. replacement, restoration), which is used as provided by insurance contract in the occurrence of insured event for compensating the resulting property loss.

2. DOCUMENTS OF INSURANCE CONTRACT AND APPLICATION OF CONTRACT CONDITIONS

- 2.1. The conditions of insurance contract are stated on the insurance policy or other documents that form a part of the contract. Prior acts of will, actions or agreements between the Insurer and the Policyholder shall not be considered as parts of insurance contract, unless otherwise provided in documents of insurance contract.
- 2.2. Insurance policy shall be signed by the Insurer. The signature of the Insurer on insurance policy may be mechanically reproduced.
- 2.3. The documents of insurance contract shall be considered as one entity when performing and interpreting an insurance contract. In case of contradictions, the primary conditions to proceed from shall be the conditions stated on the policy as agreed separately between the Policyholder and the Insurer, then the additional conditions of the specific class of insurance, after that the general terms and conditions of the specific insurance class, and finally, these General Terms and Conditions of Insurance.
- 2.4. If a word is given a special meaning in the insurance contract, then this special meaning stated in the insurance contract shall

be proceeded from when performing and interpreting the insurance contract.

- 2.5 In case of disputes, the Estonian version of the documents of insurance contract and the laws and regulations of the Republic of Estonia shall be applied.

3. CONCLUSION AND VALIDITY OF INSURANCE CONTRACT

- 3.1 In order to identify the person or examine his/her right of representation, the Insurer shall be entitled to require from the client or his/her representative an identity document and/or a document confirming the possession of the right of representation and to make copies of these documents.
- 3.2 The Insurer shall be entitled to refuse from making the transaction or to require additional documents, if it has doubts about the correctness of submitted documents or the identity of a person.
- 3.3 The Insurer shall be entitled to decide under the principle of freedom of contract with whom and under which conditions to conclude or refuse from concluding the insurance contract.
- 3.4 The person who wishes to conclude an insurance contract shall hold true to the application in the period 30 days starting from the presentation of this application to the other party.
- 3.5 The Insurer shall issue an insurance policy, based on data presented by the Policyholder. Insurance contract shall take effect on the day following the reception of insurance premium or the first instalment of insurance premium. Insurance cover shall commence on the first day of the period of insurance specified on insurance policy, if the insurance premium is paid in due time. Insurance cover shall be valid during the period of insurance specified on insurance policy.
- 3.6 If the data provided on insurance policy differs from the data presented by the Policyholder, the Policyholder shall inform the Insurer thereof before the payment of insurance premium. By making the payment of insurance premium, the Policyholder confirms that s/he concurs with the data provided on insurance policy and wishes to conclude the insurance contract under the conditions specified on the policy.
- 3.7 The Policyholder shall be entitled to require a replacement policy from the Insurer, if the original policy is lost or destructed.
- 3.8 If the conclusion of insurance contract is mediated by insurance broker, it shall be assumed that:
- 3.8.1 The broker has presented to the Policyholder the required pre-contractual data on the insurance contract that the Insurer is offering, and sufficiently explained all options related to the contract and various types of insurance cover;
- 3.8.2 The conditions of mediated insurance contract are consistent with the insurable interest, which has been declared by the Policyholder and for which the insurance broker has been contacted in order to conclude an insurance contract.
- 3.9 The Insurer shall not be responsible for inadequate communication between the Policyholder and the insurance broker or in case the insurance broker mediates the conclusion of an insurance contract that is not consistent with the actual insurable interest of the Policyholder.

4. ASSIGNMENT OF BENEFICIARY

- 4.1 The Beneficiary shall be assigned and changed under to the agreement between the Policyholder and the Insurer, with a written consent of the Beneficiary. This written agreement shall not be necessary if the Policyholder and the Beneficiary are one and the same person.

- 4.2 After the death of the Policyholder, the heirs of the Policyholder may change the Beneficiary with the consent of the Insured.

- 4.3 After the death of the Insured the Beneficiary cannot be changed. If the Insured is given the right by the insurance contract to change the Beneficiary, his/her heirs cannot change the Beneficiary after his death.

- 4.4 If the Beneficiary loses his right to the insurance indemnity due to circumstances caused by him/her (e.g. knowingly causing the loss) or if the Beneficiary dies before the occurrence of insured event, it shall be deemed that no Beneficiary has been assigned.

5. INSURANCE PREMIUM

- 5.1 The Policyholder shall be obligated to pay the insurance premium in the amount specified by insurance contract and guarantee that the insurance premium or the agreed instalment (hereinafter also: „the premium“) is received by the Insurer by the due date as provided by insurance contract.
- 5.2 The Policyholder shall be obligated to pay the premium specified in insurance contract irrespective of whether the Insurer has sent the Policyholder a respective reminder or invoice or not.
- 5.3 If insurance contract is prematurely terminated during the period of insurance due to cancellation or withdrawal or any other reason, the Insurer shall be entitled to withhold the cost of conclusion of insurance contract from any refunds made to the Policyholder.

6. DELAYED PAYMENT OF AND FAILURE TO PAY THE INSURANCE PREMIUM

- 6.1 If the Policyholder has not paid the insurance premium or the first instalment by the time of occurrence of insured event, the Insurer shall be relieved from its obligation to perform.
- 6.2 If the Policyholder does not pay the second or any subsequent instalment in time, the Insurer may set, by any means, which leaves a written record, a payment deadline of at least 2 weeks for the Policyholder, and in case of the insurance of a building a payment deadline of at least a month. The Insurer shall be relieved from the performance of its contractual obligations for insured events that occur after this additional deadline. If the Insurer has not cancelled the insurance contract because of unpaid premium, the Insurer shall perform its contractual obligations regarding such insured events that occur after the day following the day when all insurance premiums due to the Insurer are received.
- 6.3 If the Policyholder does not pay the second or any subsequent instalment by the additional deadline, the Insurer shall be entitled to cancel the insurance contract with immediate effect. The Insurer may state in its notification on the additional payment deadline that the contract is considered as cancelled after the deadline if the Policyholder has not made the respective payments by the deadline.
- 6.4 If the Policyholder pays the premium, the Insurer considers it to be the payment of the first instalment due to the Insurer under the insurance contract in respect of which the premium is paid.
- 6.5 If the Policyholder is obligated to make concurrent payments of insurance premium to the Insurer for the insurance of various items and the Policyholder makes only a partial payment for the premium invoice, it shall be deemed that the Policyholder has failed to pay the insurance premium for all insured objects.

7. PERSONS UNDER THE RESPONSIBILITY OF POLICYHOLDER

- 7.1 The Policyholder shall be responsible for the behaviour of the following persons:

- 7.1.1 The Insured;
- 7.1.2 Legal or factual family members living with the Insured;
- 7.1.3 The legal possessor of insured property, as well as any person to whom the legal possessor of the property has voluntarily handed over his/her possession;
- 7.1.4 Persons who use the insured property with the consent or the approval of the Policyholder or the Insured or the possessor of insured property;
- 7.1.5 Persons who are obligated under a law, a contract (including labour contract) or other legal relations to follow the requirements of exploitation, safety, loss prevention or mitigation, or rescue or other requirements.
- 7.2 The Policyholder must explain the requirements and obligations pursuant to the insurance contract to the above-mentioned persons.
- 7.3 If the above-mentioned persons do not follow the requirements of the insurance contract, it shall be considered as the violation of contract by the Policyholder.

8. NOTIFICATION OBLIGATION OF INSURER

During the insurance period, if there are any changes in the name, legal form or address of the Insurer or in the address of Insurer's structural unit through which the contract was concluded, or in the address of the competent insurance supervisory authority, the Insurer shall inform the Policyholder thereof through the Insurer's website or through media channels.

9. NOTIFICATION OBLIGATION OF POLICYHOLDER AND CONSEQUENCES FOR THE VIOLATION OF THIS OBLIGATION

- 9.1 When concluding the contract, the Policyholder must inform the Insurer in writing about any circumstances known to the Policyholder that may influence the Insurer's decision to conclude the contract or to conclude it under the agreed conditions.
- 9.2 The Policyholder shall be obligated to give true and complete answers to the Insurer's questions, even if the Policyholder believes that the Insurer may already be aware of the respective fact.
- 9.3 When deciding on the terms and conditions of an insurance contract (including insurable value, sum insured, insurance premium, etc.), the Insurer relies on the data provided by the Policyholder. The Insurer shall consider the data provided previously by the Policyholder to be correct, until it receives a written notice regarding a change in this data.
- 9.4 The Policyholder shall immediately inform the Insurer in writing about the aggravation of insured risk, the disposal of insured object and the encumbering of the registered plot of a building with a mortgage.
- 9.5 If the data presented to the Insurer has become incorrect or incomplete or if there are substantial changes in the circumstances characterising the insured object, the Policyholder shall be obligated to immediately inform the Insurer thereof in writing.
- 9.6 When deciding on the terms and conditions of insurance contracts to be concluded for subsequent insurance periods, the Insurer shall also be entitled to proceed from the data provided by the Policyholder about the insured object and from the notices sent to the Insurer about the respective insured risk or the insured object.
- 9.7 The Insurer may withdraw from the contract, if the Policyholder did not notify the Insurer of any circumstances that were relevant for the conclusion of insurance contract and violated thus the notification obligation provided by Section 9 of these

General Terms and Conditions, intentionally avoided learning about relevant circumstances or provided false information. The Insurer may withdraw from the contract on these grounds within a month from the date when the Insurer learned or ought to have learned about the violation of notification obligation provided by Section 9 of these General Terms and Conditions.

- 9.8 The Insurer cannot withdraw from the contract, if: the Insurer knew that the information was incorrect or knew about the circumstance that was not notified; the failure to notify or the provision of incorrect information was not the fault of the Policyholder; the Insurer had waived the right of withdrawal; or the circumstance that was not notified or in respect of which incorrect data was provided ceased to exist before the occurrence of insured event.
- 9.9 If the Insurer cannot withdraw from the contract under the provisions of Section 9 of these General Terms and Conditions, the Insurer may require from the Policyholder that the insurance premium be increased from the beginning of the current period of insurance. The Insurer may require an increase in insurance premium on these grounds from the Policyholder within a month from the day when the Insurer learned about the circumstance that was not notified by the Policyholder.
- 9.10 Provisions of Section 9 of these General Terms and Conditions shall not prejudice the Insurer's right to cancel the contract due to fraud.

10. UNDERINSURANCE, OVERINSURANCE, MULTIPLE INSURANCE

- 10.1 Underinsurance shall mean a situation where the sum insured of an insured object is smaller than its insurable value. In case of underinsurance, the insurance indemnity shall be equal to the proportion of the sum insured and the insurable value at the time of occurrence of insured event.
- 10.2 Over insurance shall mean a situation where the sum insured or the agreed maximum insurance indemnity exceeds the insurable value of insured object. In case of over insurance, the indemnity paid by the Insurer shall not exceed the actual loss amount.
- 10.3 Double insurance shall mean a situation where the insured object is partially or totally insured against the same risk by several Insurers and the total amount of indemnities to be paid by Insurers would exceed the amount of loss or the total amount of sums insured would exceed the insurable value. In case of double insurance, the Insurers shall be jointly and severally liable to pay the indemnity.

11. SENDING OF NOTICES

- 11.1 If the insurance contract or the law provides the notification obligation of the Policyholder, the respective notice shall be sent to the Insurer in writing or by any means, which leaves a written record.
- 11.2 Insurer's notices, insurance policies and other documents related to insurance contract shall be sent to the postal or e-mail address of the Policyholder or the Insured as stated in the insurance contract.

12. INSURANCE OF THIRD PERSON'S INSURED RISK

- 12.1 If the insured person is not the Policyholder, the insured person stated by the name in the insurance contract shall be entitled to require the performance of insurance contract and to use his/her contractual rights without the consent of the Policyholder.
- 12.2 If the insured person is not the Policyholder and the insured person is not stated by the name in the insurance contract, the insured person shall be entitled to require the performance of

insurance contract and use his/her contractual rights only with the consent of the Policyholder.

- 12.3 If the Policyholder is not the insured person, the Policyholder has no right to require the performance of the contract or to use any contractual rights.

13. DISPOSAL OF INSURED OBJECTS

- 13.1 The disposal of the insured object (e.g. sales, gift, exchange, etc.) must be immediately reported to the Insurer in writing by the transferor and the acquirer.
- 13.2 If an insured object is disposed, all contractual rights and obligations of the Policyholder shall be transferred to the acquirer.
- 13.3 Regarding the Insurer, the Policyholder's contractual rights and obligations shall not be considered transferred before the Insurer learns about the disposal of the insured object.
- 13.4 If the Insurer is not informed about the disposal of the insured object as required, the Insurer shall be relieved of its contractual obligations if the insured event occurs later than a month from the time the Insurer should have received the respective notice.

14. AGGRAVATION OF INSURED RISK

- 14.1 After concluding the contract, the Policyholder has no right to increase the insured risk or allow the persons under his responsibility to increase it without the prior written consent of the Insurer.
- 14.2 The Policyholder shall immediately inform the Insurer in writing about the increase (including the increasing) of the insured risk, also in case the increase of the insured risk was caused by a publicly known fact that influenced also the insured risk of other policyholders.
- 14.3 If the Policyholder fails to fulfil his/her obligation of notify about the increase of insured risk, the Insurer shall be relieved of its contractual obligations if the insured event occurs after a reasonable period within which the Insurer should have received the respective notice.
- 14.4 If the Policyholder or a person under his/her responsibility violates the prohibition to increase the insured risk and the insured event occurs after the increase of insured risk, the Insurer shall be entitled, depending on the circumstances of violation, to either refuse from paying the insurance indemnity or to reduce the indemnity.

15. SAFETY REQUIREMENTS

- 15.1 The Policyholder shall be obligated to act with major care and concern in order to avoid adverse consequences.
- 15.2 The Policyholder shall be obligated to follow all legal acts, regulations, instructions, orders, etc. that contain instructions of activity for the purpose of guaranteeing safety, loss prevention and mitigation of potential loss.
- 15.3 During the validity of insurance contract and during the process of handling an insured event, the Insurer shall be entitled to examine the condition of the insured object, the implementation of safety requirements and other circumstances in connection with insured risks and the insured object, as well as to require from the Policyholder and any third parties information about the afore-mentioned circumstances.
- 15.4 The Insurer shall be entitled to require that additional safety requirements be implemented. The Policyholder shall be entitled to cancel the insurance contract without prior notice after receiving the Insurer's additional safety requirements. If the Policyholder gives no written notice to the Insurer in 5 days at the latest about cancelling the insurance contract, these additional safety requirements shall be deemed to be the terms and conditions of insurance contract.

- 15.5 If the Insurer has set a deadline for the implementation of additional safety requirements and the Policyholder has failed to implement these requirements by the set deadline, the Insurer shall be entitled to cancel the insurance contract.

16. ACTIONS IN CASE OF LOSS EVENT

- 16.1 In the occurrence of loss event, the Policyholder shall act according to legislation and, depending on the nature of the event, report it immediately to the police, the Rescue Board, medical institution or other competent authority.
- 16.2 The Policyholder shall immediately inform the Insurer about the occurrence of loss event in writing or by any means, which leaves a written record.
- 16.3 The Policyholder shall be obligated to apply any measurers for restricting further damages, preventing potential additional loss and clarifying the circumstances of the event (e.g. by helping to identify the potential cause of loss, the person causing the loss and the names of witnesses).
- 16.4 Before the amount of loss and the circumstances of the event have been established, the Policyholder shall have no right within 5 days from the event and without the Insurer's consent to make any such changes in connection with the damaged object or the scene of loss that may influence the establishing of the cause and amount of loss. The changes are allowed in case they are necessary for the purpose of mitigating the loss or in public interests. The Insurer shall be entitled to set a longer period during which no changes are allowed.
- 16.5 In the event of loss, the Policyholder shall be obligated to give the Insurer true and complete information about the circumstances of the loss event, the amount of loss and the persons who are potentially responsible.
- 16.6 The Policyholder shall allow the Insurer to examine the scene of loss and the damaged property and to question directly the persons under the Policyholder's responsibility.
- 16.7 The Policyholder shall be obligated to present to the Insurer any documents and written explanatory statements, answer to the Insurer's questions both orally and in writing and participate on the Insurer's request in the examination of the scene of the event or of the damaged property.
- 16.8 The Policyholder shall ensure that the persons under his responsibility present to the Insurer evidence and information as provided above.
- 16.9 After the occurrence of insured event, both parties shall be entitled to cancel the insurance contract in a month from the completion of loss establishment procedures. The Insurer shall give a month's notice before cancelling the contract. Provisions of the insurance contract shall be applied to any insured event that occurred before the cancellation of the contract.

17. INDEMNIFICATION METHOD AND WITHHOLDING

- 17.1 The claim to Insurer's contractual obligations can be made after the procedures for establishing the circumstances of the insured event and the range of Insurer's obligations have been completed.
- 17.2 If the Insurer performs the insurance contract by paying out a certain amount of money, the Insurer shall have no obligation to pay the indemnity before the person justified to receive the indemnity has informed in writing the number of the respective bank account and the name of the account holder.
- 17.3 If the procedures necessary for determining the extent of Insurer's obligations are not completed within a month from the notice of the insured event, it is possible – in case the insured event is established – to require on the account of Insurer's contractual obligations the payment in the amount that the Insurer should pay as a minimum under the circumstances. This time limit shall be suspended for the period

during which the procedures cannot be completed due to the circumstances caused by the Policyholder.

- 17.4 If the extent of Insurer's contractual obligations depends on the circumstances to be established during a civil, criminal, administrative or misdemeanour proceeding, the Insurer shall be entitled to make the payment or refusal decision after the proceeding has been suspended or closed, or after a court decision or a decision of a respective official has come into effect.
- 17.5 When paying the insurance indemnity, the Insurer shall be entitled to require that the salvaged or replaced property be transferred to the Insurer, as well as for the transfer to the Insurer of the right of claim in respect of the property that was taken illegally from the rightful possessor. Until the transfer of the afore-mentioned property or the right of claim, the Insurer shall be entitled to suspend the payment of insurance indemnity or to deduct from the indemnity the common value (market value) of this property.
- 17.6 If the Insurer pays indemnity for the object taken illegally from the rightful possessor, the Policyholder shall be obligated to immediately inform the Insurer about finding the object or identifying its location; the notice has to be sent in writing or by any means, which leaves a written record.
- 17.7 If the Insurer delays in performing his obligations, he shall be obligated to pay on the request of the person rightfully entitled to the indemnity the fine for the delay per each delayed day as provided by Article 113 of the Law of Obligations Act.
- 17.8 If the Policyholder has violated his/her contractual obligations (including additional safety requirements, the obligation of providing evidence), the Insurer shall be entitled to refuse from paying insurance indemnity or reduce the amount of indemnity, provided that this violation had an influence on the occurrence or the amount of loss or the establishment of the extent of Insurer's contractual obligations.
- 17.9 Property loss may be indemnified by restoring the damaged property or a part of it, by replacing the damaged property or the part of it with another property or a part of a property of the same purpose, the same value and belonging into the same price category, or by paying financial indemnity. The Insurer shall be entitled to decide about the indemnification method for a property loss.
- 17.10 In case the damaged or destroyed property is replaced or restored, the Insurer shall be entitled to prescribe the method of restoration or replacement and the respective person.
- 17.11 When paying the insurance indemnity, the Insurer shall be entitled to withhold from the indemnity the insurance premiums unpaid up to the end of the current insurance period, irrespective of whether the due date for paying the premium has arrived or not. The Insurer shall have this right even in case the indemnity is paid to another person than the Policyholder.

18. RELEASE FROM THE PERFORMANCE OBLIGATION OF INSURANCE CONTRACT

- 18.1 The Insurer shall be totally or partially released from the performance obligation, if:
- 18.1.1 The Policyholder or the person entitled under him/her has violated at least one of the obligations stated in the insurance contract and there is a causal relationship between such a failure to properly perform the obligations and the occurrence of the loss event and/or the amount of the resulting loss or the violation affects the establishment of the amount of loss;
- 18.1.2 The insured event was caused by nuclear weapon, war or a situation similar to military operation, uprising, riot, strike, interruption of work, terrorism, nuclear energy or radioactivity, expropriation of property;

- 18.1.3 The Policyholder, the Beneficiary or the person under the Policyholder's responsibility caused the occurrence of the insured event deliberately or due to gross negligence, and also in case the afore-mentioned person caused the loss because of any mental disorder, if this person was not able to understand the consequences of and control his/her actions (e.g. a situation where the Policyholder puts his/her dwelling on fire due to mental disorder);
- 18.1.4 The occurrence of the insured event was connected with the Policyholder, the Beneficiary or the person under the Policyholder's responsibility performing or concealing an act with the characteristics of a deliberate criminal act;
- 18.1.5 The Policyholder, the Beneficiary or the person under the Policyholder's responsibility has presented to the Insurer incorrect data during the loss handling;
- 18.1.6 Another person has indemnified for the loss.
- 18.2 The Insurer shall not indemnify for taxes, e.g. the VAT, that must be refunded to the Client pursuant to the Value Added Tax Act.
- 18.3 If the Insurer learns about the violation of insurance contract only after the payment of indemnity, the Insurer shall be entitled to require the return of indemnity, either fully or partially, depending on whether the Insurer would have refused to pay the indemnity or would have reduced it had he known about it.

19. TRANSFER OF CLAIMS TO INSURER

- 19.1 The right of the Policyholder or the Insured to submit claims for the loss against third parties shall be transferred to the Insurer within the extent of loss to be indemnified by the Insurer.
- 19.2 If the Policyholder or the Insured waives his/her claim against a third person or his/her right securing the claim, the Insurer shall be relieved of his contractual obligations to the extent that he could have claimed recourse based on this claim or right.
- 19.3 If the Policyholder or the Insured has a claim against his ascending or descending relative, against a spouse or another family member living with him/her, the Insurer shall have the right of recourse only in case the liability of such person is insured or if this person has caused the loss deliberately.
- 19.4 The Policyholder shall be obligated to assist the Insurer in making the claim of recourse, by submitting the necessary data, documents, explanatory statements, etc.

20. PROCESSING AND PROTECTION OF CLIENT DATA

- 20.1 By concluding an insurance contract with the Insurer or expressing his/her will to conclude an insurance contract, the Client gives his/her consent to the Insurer for processing his/her client data pursuant to these General Terms and Conditions.
- 20.2 In processing the client data, the Insurer shall follow the requirements provided by the Personal Data Protection Act, the Insurance Activities Act and other relevant laws and regulations.
- 20.3 In order to protect the client data, the Insurer shall implement the necessary organisational, IT and physical measures. Employees of the Insurer shall be obligated to protect the confidentiality of client data for an indefinite duration.
- 20.4 The Insurer shall be entitled to process sensitive personal data of a client (e.g. information on health or disability) in order to perform and ensure the performance of the insurance contract.
- 20.5 The Insurer shall be entitled to process all publicly available client data, including public registers and data published in the Internet, in order to make decisions on the conclusion or performance of insurance contract.

- 20.6 In order to ensure the performance of insurance contract, the Insurer shall be entitled to maintain client data until the limitation period for contractual claims has passed, unless otherwise provided by legislation.
- 20.7 When transferring the client data to authorised processors, the Insurer shall require that these authorised processors meet the relevant security and confidentiality requirements.
- 20.8 The Insurer shall be entitled to exchange the client data with third parties provided by legislation (e.g. the Financial Intelligence Unit), in order to assess and manage risks and to perform its legal obligations (e.g. for the application of international financial sanctions).
- 20.9 Upon an insured event a third party may, without the consent of the Client, forward the personal data to the Insurer or enable access to the personal data which are necessary for the Insurer to determine the obligation to perform the insurance contract or the extent of such performance. The above also applies to the information concerning the health condition or disability of the Client (e.g. the Insurer shall be entitled to submit an inquiry to a medical institution about the health of its client).
- 20.10 The Policyholder agrees to the use by the Insurer of his/her personal data (e.g. name and contact information, data concerning the insurable interest and the insured object) in order to offer the Policyholder additional insurance services and marketing information on such services.
- 20.10.1 For this the Insurer may make enquiries about the aforementioned client data, analyse and sort the data, and make samples and direct mail offers to all or some clients, based upon marketing purposes.
- 20.10.2 For the purpose of examining the client habits, the Insurer shall be entitled to make surveys, store the obtained data, arrange and analyse this data, also use such data for offering new additional insurance services.
- 20.10.3 The Client shall at any time be entitled to notify the Insurer of his/her wish not to receive further personal offers and advertising materials. Each offer or advertising material shall be accompanied by a notice informing the Client of the ways how to decline further personal offers and advertising materials that are distributed through a public data communication network.
- 20.11 If the Client has informed the Insurer of his/her contact information (e.g. postal or e-mail address, the number of communication device), s/he has given his/her consent to receive also third party information (including advertising materials).
- 20.11.1 The Insurer shall be entitled to forward to the Client the offers of its carefully selected partners. The partner of the Insurer shall not obtain any client data, if the Client has not expressed his/her concrete interest towards goods or services offered by this partner.
- 20.11.2 The Client shall at any time be entitled to notify the Insurer of his/her wish not to receive further personal offers and advertising materials. Each offer or advertising material shall be accompanied by a notice informing the Client of the ways how to decline further personal offers and advertising materials that are distributed through a public data communication network.
- 20.12 The Client agrees that the Insurer forwards his/her data to the companies belonging into the same consolidation group as the Insurer, i.e. to the Salva Kahjukäsitluse OÜ (A.H. Tammsaare tee 118b, 12918 Tallinn) and the OÜ Business Information Systems (Pärnu mnt 16, 10141 Tallinn). The personal data to be forwarded includes the name, personal identification code and contact information of the person and data on the insured object and insurable interest, as well as all the information that has been obtained during the handling of the insured event and is necessary for ensuring the performance of insurance contract or establishing the extent of such performance.
- 20.13 The Client agrees that the Insurer forwards his/her data specified in Section 20 to its partners, in order to ensure the proper provision of Insurer's insurance services, and guarantees the legality of data processing by these partners.
- 20.14 The Client shall at any time be entitled to examine his/her client data at the Insurer's office or by submitting a corresponding enquiry to the Insurer, provided that the Insurer is able to identify the person making the enquiry. The Client shall be obligated to immediately notify the Insurer of any changes in the personal data submitted to the Insurer. The Insurer shall regularly verify whether the client data is complete and correct.
- 20.15 If the Client's data may not be processed to the extent provided by legislation, the Client shall be entitled to require the termination of processing of his/her data and/or deletion of the obtained personal data. The Client may withdraw his/her consent to the data processing. The withdrawal of the consent shall not have any retrospective effect. The Policyholder shall be entitled to prohibit the processing of data concerning him/her for the purpose of examining the consumer habits or sending the marketing information.
- 20.16 The Insurer shall be entitled to record and retain the information communicated by the Insurer's means of communication (e.g. helpline, e-mail, Internet), among other things, the Insurer shall be entitled to record the conversations with the Client. The Insurer shall use the recorded information for performing and/or ensuring the performance of the insurance contract, evidencing the submitted declarations of intention or concluded transactions, and for servicing the Client.
- ## 21. LIMITATION PERIOD FOR CLAIMS
- 21.1 The limitation period for contractual claims shall be three years. This period shall commence as of the end of the calendar year when the claim becomes collectable.
- 21.2 If the Policyholder has claimed the compensation of loss from the Insurer and the Insurer has notified in writing of non-compensation or reduction of indemnity, the Insurer shall be released from the obligation to perform if the Policyholder does not file an action with the court within one year as of the receipt of the refusal decision. The Insurer shall not be released from the obligation to perform, if the Insurer fails to notify in its reply to the Policyholder of the legal consequences of lapse of this one-year expiry term.
- ## 22. RESOLUTION OF DISPUTES
- 22.1 The Policyholder may turn to the conciliation body at the Estonian Insurance Association to settle a dispute between the Policyholder and the Insurer out of court. Before the conciliation procedure, the claim in the disputed matter shall be submitted to the Insurer and the Insurer must be provided with an opportunity to reply to the claim (Additional information: www.eksl.ee).
- 22.2 Any disputes arising from insurance contracts shall be settled at Harju Maakohus (Harju County Court), including disputes in respect of which no agreement has been reached at the insurance conciliation body.
- 22.3 The Financial Supervision Authority supervises the compliance of the Insurers with legislation. The Financial Supervision Authority does not settle any contractual disputes between Insurers and Policyholders/Insured persons.