

GENERAL TERMS AND CONDITIONS OF INSURANCE CONTRACTS

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1. Introduction

- 1.1. The general terms and conditions of insurance contracts of ERGO Insurance SE regulate relationships between Ergo Insurance SE and the customer.
- 1.2. The general terms and conditions of insurance contracts specify the definitions used in insurance contracts and word the rights and obligations of ERGO Life Insurance SE and the customer upon entering into and performing the contract. ERGO Insurance SE also applies the general terms and conditions of insurance contracts to motor insurance contracts insofar as the general terms and conditions are not inconsistent with the Motor Insurance Act.
- 1.3. The general terms and conditions of insurance contracts are an integral part of the insurance contract to be entered into between the insurer and the policyholder.

2. Definitions

- Insurer is ERGO Insurance SE.
- Policyholder is the person who has an insurable interest and who has entered into an insurance contract with the insurer.
- Customer (policyholder, insured person, beneficiary, injured party) is the person to whom the insurer provides the insurance service or who has contacted the insurer with such a request.
- Customer data are any information, incl. personal data that the insurer knows about the customer.
- Personal data are the data of a natural person who has been or will be identified. Controller of personal data is the insurer, processors are the persons appointed by the insurer.
- Insurance contract documents are the policy, general terms and conditions of insurance contracts, terms and conditions of the selected class of insurance, application for entry into an insurance contract and other documents referred to in the insurance contract.
- Insurance offer is the proposal made by the insurer to enter into an insurance contract.
- Insurance contract is an agreement to be entered into between the policyholder and insurer. Upon an insured event, the insurer undertakes to indemnify damage resulting from an insured event or pay an agreed sum of money or perform the contract in any other agreed manner. The policyholder undertakes to pay insurance premiums.
- Fixed-term insurance contract is a contract that expires upon the expiry of the insurance period.
- Indefinite-term insurance contract is in effect until cancellation thereof.
- Terms and conditions of insurance are the terms and conditions that the insurer applies to a specific insurance relationship. Terms and conditions of insurance are deemed to include these general terms and conditions, the terms and conditions of each insurance class as well as risk and special terms and conditions.
- Policy or insurance policy is a document issued by the insurer and certifying the entry into the insurance contract.
- Payment notice is the message sent by the insurer to remind the due date for payment of insurance premium.
- Insured person or the insured is a person the insured risk related to whom is insured. It is presumed that the insured risk related to the policyholder is insured.
- Beneficiary is the person specified in the insurance contract who has the right to receive the indemnity arising from the insurance contract in the case of an insured event.
- Insured item or insured object is an item the risk related to which is insured.
- Insured risk is a threat against which insurance is made.
- Insurance period is the period of time based on which insurance pre-

- miums are calculated. The duration of an insurance period is one year unless otherwise agreed.
- Place of insurance or territory of insurance is the region or area where the insurance contract is in effect.
- Insured event is an unexpected and unforeseen event upon the occurrence of which the insurer has to perform its obligation arising from the contract.
- Insurance indemnity is the amount that the insurer pays to indemnify for damage resulting from an insured event. Insurance indemnity may also be the replacement or restoration of the insured item.
- Deductible is the agreed amount by which the indemnity payable by the insurer is reduced. Deductible applies to each insured event unless otherwise agreed.
- Insurable value is the value of insurable interest at the time of occurrence of an insured event.
- Sum insured or limit of indemnity is the maximum amount to be paid per insured event.
- Financial sanction is an international sanction that hinders the use and disposal of funds and economic resources of customers (i.e. subjects of the financial sanction) in full or in part. For the purposes of these terms and conditions, financial sanction or international sanction means sanctions established by the Government of the Republic, United Nations, European Union, Great Britain or United States of America.

3. Existence of insurable interest

- 3.1. Insurable interest is the interest of the policyholder in insuring themselves against a specific risk.
- 3.2. Before entry into an insurance contract and, if necessary, also before amending a contract that has been entered into, the insurer finds out the customer's insurable interest and requests for an insurance contract, recommends an insurance contract that corresponds the best to the customer's insurable interest and requests, and provides the customer with adequate explanations in order for the customer to make an informed decision about entry into an insurance contract.
- 3.3. If the policyholder has no insurable interest, the insurer has the right to refuse to enter into the contract. If the lack of the policyholder's insurable interest becomes clear during processing an insured event and the person who has the actual insurable interest does not agree that the policyholder receives the indemnity, the insurer is released from the obligation to perform the insurance contract.

4. Customer identification, representation and entry into an insurance contract

- 4.1. The insurer has the right to request that the customer or their representative present an identity document or a document certifying the right of representation in order to identify the person or certify the right of representation, and to make copies thereof.
- 4.2. If the insurer has any doubts about the identity of the person or accuracy of the submitted documents, the insurer has the right not to conclude the transaction or to request that additional documents be submitted.
- 4.3. Customer identification principles have been explained in more detail in the customer data processing principles (www.ergo.ee/tasub-teada). The insurer accepts an unattested authorisation document if it has been drawn up in the presence of the insurer's representative. In any other events the authorisation document certifying the right of representation must be digitally signed or notarially authenticated.

- 4.4. An insurance contract is deemed to have been entered into if the policyholder has met one of the following conditions:
 - 4.4.1. has paid the insurer the first insurance premium;
 - 4.4.2. has confirmed the entry into the insurance contract with their signature on the insurance offer or policy;
 - 4.4.3. has performed any other act agreed in the insurance contract.
- 4.5. The insurer issues a policy to certify the entry into an insurance contract. The confirmation by the insurer's representative on the policy may be handwritten, digital or mechanically reproduced.
- 4.6. Based on the principle of freedom of contract, the insurer has the right to decide, in the event of voluntary insurance, with whom and under which terms and conditions the insurer enters into or refuses to enter into a contract.
- 4.7. The person who applies for entry into an insurance contract is bound by their application for entry into the contract within one month of its submission to the other party.

5. Entry into force, term, amendment and renewal of insurance contract

- 5.1. The insurance contract enters into force upon entry into thereof unless another date or condition has been agreed.
- 5.2. The insurance cover is valid during the period specified on the insurance policy.
- 5.3. The insurance contract may be fixed-term or indefinite.
- 5.4. To amend the insurance contract, the policyholder must submit an application to the insurer. The insurance contract is deemed to be amended when the parties have agreed thereon and the policyholder has met the term(s) and condition(s) of the agreement.
- 5.5. A fixed-term insurance contract is deemed to be renewed for the subsequent period if the insurer has submitted a new proposal to the policyholder and the policyholder has agreed to it.
- 5.6. In the event of an indefinite-term insurance contract, the insurer sends the policyholder a policy for each starting insurance period unless otherwise agreed in the insurance contract.
- 5.7. If a party wants to amend or terminate an indefinite-term insurance contract, that party must give the other party at least one month's notice before the expiry of the one-year insurance period.

6. Insurance premium and its payment

- 6.1. The insurer determines the amount of the insurance premium taking into account the sum insured, deductible, length of the insurance period, statistics of damage of earlier periods and other circumstances that affect the insured risk.
- 6.2. The policyholder is required to pay the insurance premium specified in the insurance contract by the due date. The insurance premium is deemed as paid when the corresponding amount is credited to the insurer's bank account or is paid to the insurer's representative in cash or by payment card.
- 6.3. Delay in payment or failure to pay the first insurance premium.
 - 6.3.1. If the policyholder has failed to pay the insurance premium or the first insurance premium within 14 days of entry into the insurance contract, the insurer may withdraw from the contract until the payment is made.
 - 6.3.2. It is presumed that the insurer has withdrawn from the contract if they do not file an action for the collection of the insurance premium within three months of the time when the premium becomes collectible.
 - 6.3.3. If the insurance premium or the first insurance premium that has become collectible has not been paid by the time when the insured event occurs, the insurer will be released from their obligation.
- 6.4. Delay in payment or failure to pay the subsequent insurance premiums.
 - 6.4.1. If the policyholder does not pay the second or any subsequent insurance premium by the due date, the insurer may determine for the policyholder a new payment term of at least two weeks for the payment to be made and, in the event of insuring buildings, a new payment term of at least one month. The insurer must notify the policyholder of the new payment term in a format that can be reproduced in writing.

- 6.4.2. If the policyholder does not pay the insurance premium within the new payment term, the insurer has the right to cancel the contract without giving any prior notice thereof. In the notice of a new payment term, the insurer may declare that the insurer considers the contract to be cancelled if the policyholder has not made the payments within that term.
- 6.4.3. If an insured event takes place after the expiry of a new payment term and the policyholder has not paid the premium by that time, the insurer will be released from their obligation.
- 6.4.4. If the policyholder pays the overdue insurance premium(s) within one month of the cancellation of the contract or expiry of the new payment term and no insured event has occurred before the payment, the contract will not be deemed cancelled.
- 6.4.5. If the policyholder pays an insurance premium and the policyholder has any arrears, the insurer will deem that to cover the first arrears incurred on the basis of the insurance contract.
- 6.5. The insurer has the right to deduct the amount that the policyholder owes the insurer from the insurance indemnity. This also applies if the insurer has the obligation to pay the indemnity to a third person and not to the policyholder.

7. Settlements

- 7.1. The insurer submits to the policyholder, either on paper or electronically, a payment notice that sets out the due date of payment, the insurer's bank account and reference number.
- 7.2. If the insurer does not send a payment notice or the policyholder does not receive it, this will not release the policyholder from their obligation to pay the premium.
- 7.3. If the insurance premium has been paid incorrectly and the insurer is unable to decide, based on the information available, for which insurance contract the premium has been received, the insurance premium is deemed to be unpaid until it has been established for which insurance contract the premium has been paid.
- 7.4. If the policyholder pays less than prescribed, the insurer will contact the policyholder. The insurance premium is deemed to be received only when the entire prescribed amount is received.
- 7.5. If the policyholder pays more than prescribed, the insurer will refund the policyholder for the surplus. To this end, the insurer contacts the policyholder and specifies the necessary information.

8. Expiry and cancellation of the insurance contract, withdrawal from the insurance contract

- 8.1. The insurance contract ends:
 - 8.1.1. after the expiry of the insurance period;
 - 8.1.2. after the cancellation of the insurance contract;
 - 8.1.3. after the withdrawal from the insurance contract;
 - 8.1.4. on any other bases prescribed by law.
- 8.2. The parties have the right to cancel the insurance contract pursuant to the procedure and on the grounds prescribed by law and by agreement between the parties. If a party wants to amend or terminate an indefinite-term insurance contract, that party must give the other party at least one month's notice before the expiry of the one-year insurance period.
- 8.3. The insurer has the right to cancel the insurance contract:
 - 8.3.1. if the policyholder has not performed the insurance contract;
 - 8.3.2. if the policyholder or beneficiary has deceived or attempted to deceive the insurer in respect of the circumstances of the insurance contract or insured event;
 - 8.3.3. after the occurrence of an insured event;
 - 8.3.4. if the insured risk has increased;
 - 8.3.5. if the policyholder has failed to pay the second or any subsequent insurance premium.
- 8.4. Upon cancellation of the insurance contract, the insurer follows the Law of Obligations Act.
- 8.5. Upon cancellation of the insurance contract, the policyholder has the right to a refund of the insurance premium paid for the time

remaining until the end of the insurance period, less the insurer's administration expenses, i.e. 15% of the annual insurance premium. If the insured object has been destroyed as a result of an insured event, the insurer will not refund the premium paid by the policyholder for the time remaining until the end of the insurance period.

- 8.6. The insurer has the right to withdraw from the contract if the policyholder has not notified the insurer, upon entry into the contract, of the material circumstances that affect the insured risk or has knowingly submitted incorrect data. The insurer may withdraw from the contract within one month of the moment when the insurer learned or had to learn of the failure to perform the notification obligation.
- 8.7. If the policyholder has failed to pay the first insurance premium within 14 days of the agreed due date and the insurer has not granted the policyholder a new payment term within that period, it is presumed that the insurer has withdrawn from the contract.
- 8.8. Upon withdrawal from the insurance contract, the insurer refunds the policyholder the insurance premium, less the insurer's administration expenses, i.e. 15% of the annual insurance premium.

9. Appointment of beneficiary

- 9.1. A beneficiary is appointed and changed on the policyholder's proposal. If an insured person has been specified in the insurance contract, the consent of the insured person is also required for appointing the beneficiary.
- 9.2. After the death of a policyholder who is a natural person, successors of the policyholder may only change the beneficiary with the consent of the insured person.
- 9.3. After the death of the insured person who is a natural person, the beneficiary cannot be changed.
- 9.4. If the beneficiary loses the right to the insurance indemnity due to circumstances depending on the beneficiary or if the beneficiary has deceased prior to the occurrence of an insured event, it will be deemed that no beneficiary has been appointed.
- 9.5. No beneficiary is appointed upon entry into a liability insurance contract.

10. Persons considered equivalent to the policyholder

- 10.1. Upon performance of the insurance contract, the following persons are considered equivalent to the policyholder:
 - 10.1.1. the insured (except in the event of a liability insurance contract);
 - 10.1.2. family members cohabiting with the insured or policyholder (except in the event of a liability insurance contract);
 - 10.1.3. beneficiaries (except in the event of a liability insurance contract);
 - 10.1.4. legal possessors of the insured object;
 - 10.1.5. the persons who use the insured object with the consent of its owner or legal possessor;
 - 10.1.6. the persons working for the policyholder and the persons whom the policyholder employs in their economic activities or upon performing their obligations.
- 10.2. The policyholder is required to explain to the aforementioned persons the obligations of the policyholder under the insurance contract.
- 10.3. If the abovementioned persons do not perform the insurance contract, it will be deemed that the policyholder has failed to perform the contract.

11. Notification obligation of the insurer

- 11.1. The insurer sends a notice, application or other information to the policyholder or any other agreed person to the postal address, mobile telephone number, e-mail address or another contact address set out in the insurance contract. The information is deemed as delivered after it has been sent by a notice, application or other communication in the aforementioned manner.
- 11.2. During the term of the insurance contract, the insurer is required to notify the policyholder of any amendments to the general and special terms and conditions of insurance contracts and changes

in the insurer's name, legal form or address as well as the address of the insurance supervision authority or the office where the insurance contract was entered into. The insurer notifies of the amendments via their website www.ergo.ee or media.

- 11.3. If the policyholder does not agree to the amendments to the terms and conditions of insurance, they have the right to extraordinary cancellation of the contract.

12. Notification obligation of the policyholder

- 12.1. Upon entry into of the contract, the policyholder must notify the insurer of all the circumstances known to them that may have an impact on the insurer's decision to enter into a contract or do so under other agreed terms and conditions.
- 12.2. The policyholder is required to give truthful and precise replies even if the policyholder presumes that the insurer may be aware of such circumstances.
- 12.3. Such circumstances are deemed to be material that the policyholder was asked about upon entry into the contract or that have been set out in the terms and conditions of insurance or on the policy.
- 12.4. The policyholder must notify the insurer, during the term of the insurance contract, without delay and in writing of the following:
 - 12.4.1. an increase of the insured risk, incl. if the increase of the insured risk has been caused by commonly known circumstances that also affect the risk of other policyholders;
 - 12.4.2. a change in material circumstances agreed in the contract;
 - 12.4.3. transfer of the insured item;
 - 12.4.4. establishment of a mortgage on immovable property if the insurable item is an integral part of that immovable property.

13. Consequences of failure to perform the notification obligation

- 13.1. If the policyholder has not notified the insurer of the circumstances that are material for entry into the insurance contract and thereby has failed to perform clause 12 of the general terms and conditions or has intentionally avoided becoming aware of material circumstances or has given incorrect information with regard thereof, the insurer may withdraw from the contract within one month of the moment when the insurer learned or had to learn of the failure to perform clause 12 of the general terms and conditions.
- 13.2. The insurer may not withdraw from the contract if:
 - 13.2.1. the insurer was aware of the incorrectness of the information or knew the circumstances of which the policyholder had not notified the insurer;
 - 13.2.2. the policyholder was not guilty of non-notification or submission of incorrect information;
 - 13.2.3. the circumstances of which no information was supplied or incorrect information was supplied, ceased to exist before the occurrence of the insured event;
- 13.3. If the policyholder has to notify the insurer of material circumstances on the basis of the questions asked by the insurer, but the insurer has not asked the policyholder for the circumstances directly, the insurer may only withdraw from the contract if the policyholder has intentionally concealed the circumstances.
- 13.4. If the insurer has no right to withdraw from the contract pursuant to clause 13 of the general terms and conditions, they may request, within one month of the moment when they learned of the circumstances of which the policyholder had not notified the insurer, that the policyholder increase the insurance premium starting from the beginning of the current insurance period.
- 13.5. Clause 14 of the general terms and conditions does not preclude the insurer's right to cancel the contract due to fraud.

14. Under-insurance, over-insurance, multiple insurance

- 14.1. Under-insurance is a situation where the sum insured is smaller than the insurable value of the insured object. In the event

of under-insurance, insurance indemnity is paid in proportion to the ratio of the sum insured to the insurable value at the time the insured event occurs.

- 14.2. Over-insurance is a situation where the sum insured or agreed upper limit of insurance indemnity exceeds the insurable value of the insured object. In the event of over-insurance, the insurer does not indemnify in excess of the actual amount of damage.
- 14.3. Multiple insurance is a situation where the insured object is insured partially or fully against the same insured risk with the same insurer or several insurers, and the total amount of indemnities payable by the insurers would exceed the amount of damage or the total sums insured would exceed the insurable value.
- 14.4. In the event of multiple insurance, the insurers are liable as solidary debtors.

15. Transfer of the insured item

- 15.1. The transferor or transferee of an insured item must notify the insurer thereof without delay.
- 15.2. If the insurer is not notified of transfer of an item on time, the insurer will be released from their obligation if the insured event occurs later than one month after the time when the insurer should have received the corresponding notice.
- 15.3. Upon transfer of the insured item, all the policyholder's rights and obligations arising from the contract transfer to the transferee of the item.
- 15.4. The policyholder's rights and obligations arising from the contract do not transfer with regard to the insurer until the insurer has learned about the transfer of the insured item.
- 15.5. Upon transfer of the insured item, the insurer may cancel the contract within one month of learning about the transfer of the item if the insurer gives at least one month's notice of cancellation.

16. Increase of insured risk and its consequences

- 16.1. An increase of an insured risk is an increase of likelihood of an insured event. After entry into the contract, the policyholder may neither increase the insured risk nor allow it to be increased by persons for whom the policyholder is responsible without the consent of the insurer.
- 16.2. If the policyholder does not perform the obligation to notify of an increase of the insured risk (clause 12.4.1 of the general terms and conditions), the insurer will be released from the obligation to perform the contract if the insured event occurs after one month has passed from the time when the insurer should have received such notice.
- 16.3. If the policyholder increases the insured risk and an insured event occurs after an increase of the insured risk, the insurer will be released from the obligation to perform the contract to the extent of the increased insured risk.
- 16.4. Clauses 16.2 and 16.3 of the general terms and conditions do not apply if:
 - 16.4.1. the insured event occurred during the term when the insurer could have cancelled the contract due to an increase of the insured risk or could have requested that the contract be amended without the insurer having cancelled the contract or requested its amendment;
 - 16.4.2. the increase of the insured risk did not have any impact on occurrence of the insured event;
 - 16.4.3. a larger insured risk would not have affected the validity or extent of the insurer's obligation;
 - 16.4.4. the insured risk has increased by the fault of the insurer.
- 16.5. If the insurer is released from their obligation only with regard to some insured items or persons pursuant to clause 16.2 or 16.3, the insurer will be released from the entire obligation of performance if it may be presumed that the insurer would not have entered into the contract under the same terms and conditions only with regard to that part.
- 16.6. During the insurance period, the insurer has the right to examine the insured object and request that the policyholder take additional security measures for reducing the increased insured risk or pay a higher insurance premium. The above does not preclude the insurer's right to cancel the contract if necessary.

17. Safety requirements and compliance therewith

- 17.1. To avoid damage, the policyholder is required to keep and use their property prudently and carefully.
- 17.2. The policyholder and persons considered equivalent to the policyholder are required to comply with all safety requirements arising from valid legislation, rules, instructions, etc., as well as with the safety requirements specified in the insurance contract.
- 17.3. If the policyholder does not comply with the safety requirements applicable to the insured object, the insurer has the right to request that the policyholder comply with the safety requirements or establish additional safety requirements by notifying the policyholder thereof.
- 17.4. If the policyholder does not agree to the additional safety requirements, the insurer has the right to cancel the contract with one month's notice thereof.

18. Actions in the case of a loss event

- 18.1. Upon a loss event, the policyholder must behave and act as carefully as if they had no insurance contract.
- 18.2. The policyholder must make their best efforts to ensure preservation of evidence concerning the circumstances of occurrence of loss or damage, they must also avoid any further loss or damage or increase of the current loss or damage.

19. Indemnification for loss or damage

- 19.1. The insurer handles loss or damage as quickly as possible and pays indemnity pursuant to the terms and conditions agreed in the insurance contract.
- 19.2. The insurer is required to collect and find out all material circumstances pertinent to the event, and the policyholder is required to submit all necessary data and evidence to establish the occurrence and amount of loss or damage.
- 19.3. The insurer is required to terminate loss or damage handling and make a decision concerning the event within ten days after obtaining all necessary evidence and documents.
- 19.4. For the purposes of clauses 19.2 and 19.3 of the general terms and conditions, the necessary evidence also includes a decision made as a result of civil, criminal or misdemeanour proceedings commenced in relation to the loss event if the circumstances to be identified during the proceedings are relevant to the determination of the insurer's obligation.
- 19.5. If the amount or reason of loss arisen as a result of the insured event is not evidenced, the insurer will only indemnify for that part that has been evidenced.
- 19.6. Upon indemnifying for loss, the insurer has the right to request transfer of a destroyed or damaged item, also transfer of the right of claim to a lost (stolen, robbed, etc.) item. Until transfer of the item or the right of claim, the insurer may reduce the indemnity by the value of the corresponding item or right.
- 19.7. If the policyholder or beneficiary regains possession of the stolen item, the property must be transferred to the insurer or the insurance indemnity must be repaid.
- 19.8. If the insurer delays with payment of the insurance indemnity, the insurer is required to pay a penalty for late payment pursuant to law if so requested by the person entitled to receive the insurance indemnity.

20. Manner of indemnification for loss or damage and withholdings

- 20.1. The manners of indemnification for loss or damage are:
 - 20.1.1. monetary indemnity;
 - 20.1.2. restoration of the damaged item;
 - 20.1.3. replacement of the damaged, destroyed or lost (stolen, robbed, etc.) item with an equal one.
- 20.2. The manner of indemnification for loss or damage is determined by the insurer.
- 20.3. In the event of replacing or restoring a damaged, destroyed or lost item, the insurer has the right to determine the manner of restoration or replacement, and the person who will do that.

- 20.4. Upon indemnifying for loss or damage, the insurer has the right to withhold the following from the insurance indemnity:
- 20.4.1. the deductible specified in the insurance contract;
 - 20.4.2. the portion of the insurance premium not paid under the insurance contract until the expiry of the insurance period (in the event of destruction of the insured object) or the insurance premium that has become collectible.
- 20.5. The insurer does not indemnify for taxes that must be refunded to the policyholder on the basis of the Value-Added Tax Act.

21. Exclusions

- 21.1. The following is not indemnified unless otherwise agreed in the insurance contract:
- 21.1.1. loss or damage arisen due to a nuclear weapon, nuclear energy or radioactivity;
 - 21.1.2. loss or damage arisen upon using and handling a chemical, biological, biochemical or electromagnetic weapon;
 - 21.1.3. loss or damage arisen due to war, civil war, invasion, civil disturbance, coup d'état, strike, interruption of work, state of emergency, terrorism, revolt, mass disorder or expropriation;
 - 21.1.4. loss or damage arisen due to earthquake, movement of the surface of the land or landslide;
 - 21.1.5. loss or damage arisen due to a cyber incident.
- 21.2. For the purposes of clause 21.1.5, cyber incident means an event occurring in the computer, network or information system, which compromises or damages the security of the system. A cyber incident is deemed to include, among other things, the following:
- 21.2.1. attacks, incl. various denial-of-service attacks against an information system, computer network or their parts;
 - 21.2.2. incidents occurring due to malware (viruses, worms, ransomware, backdoors, etc.);
 - 21.2.3. a programming error caused by the policyholder or a third person;
 - 21.2.4. any unintentional and fully or partially unplanned interruption of the computer, network or information system that has not arisen as a result of external physical force or material damage, but that affects, in part or in full, access to digital data and/or computer, network or information systems.

22. Release from the obligation to perform the insurance contract

- 22.1. The insurer is partially or fully released from the obligation to perform the insurance contract if:
- 22.1.1. the policyholder or a person considered equivalent to them has failed to perform at least one of the obligations specified in the insurance contract and there exists a causal relationship between failure to perform the obligation and the occurrence of the insured event or the amount of damage resulting from this;
 - 22.1.2. the policyholder has not paid the insurance premium by the agreed due date (in the event of periodic payments, by the new due date determined by the insurer) and if the insured event occurs after the expiry of the due date for payment of the insurance premium;
 - 22.1.3. the insured event has occurred due to the severe negligence or intent of the policyholder or the person considered equivalent to the policyholder;
 - 22.1.4. the insured event was caused by the activities of the policyholder or a person considered equivalent to them while intoxicated by alcohol or while being under the influence of drugs or other psychotropic substances;
 - 22.1.5. the policyholder or a person considered equivalent to them has misled or tried to mislead the insurer about the circumstances or amount of the loss or damage or has otherwise tried to deceive the insurer about the circumstances of the insurance contract or performance thereof;
 - 22.1.6. the policyholder, insured person or beneficiary has used the insured item for committing, aiding or hiding a crime, resulting in damage to that item.
- 22.2. The extent of the release from the performance of the insurance contract is decided by the insurer.

23. Transfer of claim to the insurer

- 23.1. A claim that the policyholder or insured person has against a third person transfers to the insurer to the extent of the damage to be indemnified by the insurer.
- 23.2. If the policyholder, beneficiary or insured person waives their claim against a third person or waives the right securing thereof, the insurer will be released from their obligation to the same extent as the policyholder has waived their claim or right.
- 23.3. If the policyholder has a claim against their ascendant or descendant or spouse or any other family member cohabiting with the policyholder, the insurer has a right of claim only insofar as the liability of the responsible person is insured.
- 23.4. Documents, data and other materials that are in the possession of the policyholder and certify the claim transferred to the insurer must be handed over to the insurer.

24. Limitation period of claims

- 24.1. The limitation period of claims arising from the insurance contract is three years. The limitation period starts to run as of the end of the calendar year when the claim falls due.
- 24.2. If the insurer has notified in writing of the non-indemnification for damage or reduction of indemnity, the insurer will be released from their obligation if the person entitled to receive the insurance indemnity does not file an action with the court within one year of receiving a decision from the insurer concerning the non-indemnification for damage or reduction of indemnity and the insurer has notified, in their reply to the policyholder, of the legal consequences of the expiry of the one-year limitation period.

25. Application of a financial sanction

Upon entry into and performance of an insurance contract, the insurer will apply financial sanctions. The insurer does not provide insurance cover to any risks or does not indemnify any claims whose insurance or indemnification would be in conflict with trade restrictions, prohibitions or sanctions established by the Government of the Republic, United Nations, European Union, Great Britain or United States of America.

26. Processing of personal data

The insurer processes the data of the policyholder, beneficiary and insured person in compliance with the principles of processing of customer data that have been published on the insurer's website at <https://www.ergo.ee/erakliendile/isikuandmete-kaitse>. In the principles of processing of customer data, the insurer has provided the customer with all the information that must be provided to the customer pursuant to law and the EU General Data Protection Regulation.

27. Possible inconsistencies between terms and conditions

Upon any inconsistencies between the general terms and conditions and the terms and conditions of the class of insurance, the wording of the terms and conditions of the class of insurance prevails. Upon any inconsistencies between the terms and conditions of the class of insurance and the risk or special terms and conditions, the wording of the risk or special terms and conditions prevails.

28. Use of foreign language documents

- 28.1. Upon agreement between the parties, a translation into a foreign language may be appended to the Estonian-language documents of the insurance contract. The translation has an explanatory meaning only. Upon any inconsistencies between the translation and Estonian-language document, the Estonian-language document prevails.
- 28.2. If it has been agreed that a foreign-language document (international clauses, etc.) is a part of the insurance contract, the Estonian-language translation of that document will be appended to the insurance contract.

29. Settlement of customer complaints

- 29.1. The customer may submit a complaint against the activities of the insurer, by using the official contact channels and means of communication of the insurer (e-mail, telephone, office).
- 29.2. The insurer gives the customer feedback about the acceptance of the complaint within one working day.
- 29.3. The insurer replies to the customer's complaint within five working days. If the complaint cannot be settled within that term, the insurer will notify the customer of the reason for extending the period of the proceedings and the new term for replying.
- 29.4. The insurer notifies the customer of the results of processing the complaint in a format that can be reproduced in writing.
- 29.5. The additional information on processing of customers' complaints is available on the website of ERGO Insurance SE at www.ergo.ee.

30. Procedure for settlement of disputes

- 30.1. The policyholder may turn to a conciliation body at the Estonian Insurance Association to settle a dispute that the policyholder has with the insurer. Before a conciliation procedure, the claim in the disputed matter must be submitted to the insurer and the insurer must be provided with an opportunity to reply to the claim. If the customer is not satisfied with the reply from the insurer, they may turn to an insurance conciliation body. Additional information is available on the Estonian Insurance Association's website at www.eksl.ee.
- 30.2. Any disputes arising from insurance contracts, incl. disputes concerning which no agreement has been reached at an insurance conciliation body, are settled in the Harju County Court.
- 30.3. This insurance contract is governed by Estonian law.
- 30.4. The policyholder has the right to file a complaint concerning the activities of the insurer with the Financial Supervision Authority (Sakala 4, 15030 Tallinn).