



KÜ-23

Effective as of 01.01.2023

General terms and conditions of insurance

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1. DEFINITIONS

- 1.1 **Insurer** is Salva Kindlustuse AS.
- 1.2 **Policyholder** is the person who has signed an insurance contract with the Insurer and who is obliged to pay insurance premiums.
- 1.3 **Insured person** (hereinafter also referred to as the **Insured**) is the Policyholder or a third party, whether named or not, in respect of whom the risk is insured. It is presumed that the insurance risk related to the Policyholder has been insured.
- 1.4 **Beneficiary** is the person who has been assigned as such in the insurance contract by the Policyholder with the written consent of the Insured. In case of an insured event, the Beneficiary is entitled to insurance indemnity as provided for in the insurance contract.
- 1.5 **Client** (Policyholder, insured person, Beneficiary, injured party) is the person who the Insurer provides the insurance service to or who has contacted the Insurer in order to use the insurance service.
- 1.6 **A person equivalent to the Policyholder** is the person referred to in Section 7 of the Terms and Conditions to whom the Policyholder is obliged to introduce its obligations under the insurance contract, and who is obliged to perform them in the same way as the Policyholder. A person equivalent to the Policyholder is not considered to be a party to the insurance contract.
- 1.7 **Client data** (including personal data) is any information known to the Insurer about the client.
- 1.8 **Insurance cover** is the obligation of the Insurer, delimited by the terms and conditions of the insurance contract, to pay insurance indemnity or to perform other actions provided for in the insurance contract in case of an insured event.
- 1.9 **Period of insurance** is the validity period of insurance cover, unless otherwise provided for in the insurance contract.
- 1.10 Insurance validity area is the place of insurance or the insurance area where the Insurer shall undertake to perform its contractual obligations if an insured event occurs in this place or area. The Insurer has no contractual liabilities regarding the events taking place outside the insurance validity area.
- 1.11 **Insured event** is an unexpected and unforeseen event defined in the insurance contract. In case of an insured event, the Insurer shall undertake to meet its contractual liabilities.
- 1.12 **Insured object** is the life and health of the insured person, or an item, right, obligation or expense of the insured person regarding which the insurance contract has been concluded.
- 1.13 **Insured risk** is a hazard against which the insurance is purchased.
- 1.14 **Policy** is a document issued by the Insurer, which attests the conclusion of the insurance contract. Policy may also have a different title.
- 1.15 **Deductible** is the sum of money or another denomination (percentage of loss, period, etc.) specified in the insurance contract by which the Insurer's obligation to perform is reduced.
- 1.16 **Insurance indemnity** is a sum of money or non-monetary compensation (e.g. replacement, restoration), which is used as provided for in the insurance contract in the occurrence of an insured event for compensating the resulting loss.

2. DOCUMENTS AND THE APPLICATION OF THE TERMS AND CONDITIONS OF THE INSURANCE CONTRACT

- 2.1 The terms and conditions of the insurance contract are stated in the insurance policy or other documents that form a part of the insurance contract. Prior declarations of intention, actions or agreements between the Insurer and the Policyholder are not considered to be part of the insurance contract, unless otherwise stipulated in the insurance policy or other documents of the insurance contract.
- 2.2 The documents of the insurance contract are considered as one entity when performing and interpreting the insurance contract. In the event of contradictions, the terms and conditions separately agreed between the Policyholder and the Insurer and provided for in the insurance policy are applied first, then the additional terms and conditions of the class of insurance, then the general terms and conditions of the class of insurance, and finally, these general terms and conditions of insurance.

- 2.3 If a word is given a special meaning in the insurance contract, the execution and interpretation of the insurance contract is based on the special meaning given in the insurance contract.
- 2.4 In the event of disputes, the Estonian version of the documents of the insurance contract and the legislation of the Republic of Estonia shall be applied.

3. CONCLUSION AND VALIDITY OF THE INSURANCE CONTRACT

- 3.1 The insurance contract enters into force upon conclusion, unless any other condition or time limit for entry into force has been stipulated in the insurance contract.
- 3.2 The insurance cover is valid for the agreed period of insurance stated in the policy, unless otherwise specified in the insurance contract.
- 3.3 The Insurer concludes fixed-term insurance contracts.
- 3.4 A fixed-term insurance contract is valid from the date of concluding the insurance contract until the end of the agreed period of insurance, unless the parties terminate the insurance contract earlier pursuant to the insurance contract or the law.
- 3.5 A fixed-term insurance contract may be concluded for up to five years. It is assumed that an insurance contract with a longer term than one year is divided into different periods of insurance of 1 (one) year.
- 3.6 At the end of each one-year insurance period of a multi-year fixed-term insurance contract referred to in Section 3.5 of the Terms and Conditions, the Insurer is entitled to unilaterally change the insurance premium for the following periods of insurance by 1.5 times the change in the Consumer Price Index (CPI) published by Statistics Estonia. The Insurer shall inform the Policyholder of the amount of the insurance premium for the following period of insurance and of the terms and conditions for its payment 30 days before the end of the one-year period of insurance at the latest. The Policyholder is entitled to cancel the insurance contract within 30 days of receiving information on the amount of the insurance premium adjusted due to the change in CPI.
- 3.7 The Insurer is entitled to ask the customer or his/her representative an identity document and/or a document proving the possession of the right of representation in order to identify the person or check his/her right of representation, and make copies of these documents.
- 3.8 The Insurer is entitled to refuse from making the transaction or to require additional documents if it has doubts about the accuracy of the submitted documents or the identity of the person.
- 3.9 Under the principle of the freedom of contract, the Insurer is entitled to decide with who and under which conditions to conclude or not to conclude an insurance contract.
- 3.10 If sanctions imposed by the Government of the Republic of Estonia, the United Nations, the European Union, the United Kingdom or the United States of America directly or indirectly prevent the provision of the insurance service, the Insurer has the right to terminate the insurance contract unilaterally and without prior notice.
- 3.11 The person requesting the conclusion of an insurance contract is bound by his/her application within 30 days as from its submission to the other party.
- 3.12 The Insurer issues an insurance policy based on data presented by the Policyholder. The insurance contract takes effect from the day following the date of receiving the insurance premium or the first insurance premium. If the insurance premium is paid on time, the insurance cover takes effect on the first day of the insurance period indicated in the policy. The insurance cover is valid for the period of insurance specified in the policy.
- 3.13 If the content of the policy differs from the data provided by the Policyholder, the Policyholder has to inform the Insurer of this before paying the insurance premium. By paying the insurance premium, the Policyholder confirms that he/she agrees with the data provided in the insurance policy and would like to conclude the insurance contract under the terms and conditions specified in the policy.
- 3.14 In the event of loss or destruction of the policy, the Policyholder may request the Insurer to issue a replacement policy.
- 3.15 If the conclusion of the insurance contract is mediated by an insurance broker, it is assumed that:

- 3.15.1 The insurance broker has provided the Policyholder with the pre-contractual information on the insurance contract offered by the Insurer; options available under the insurance contract offered and the various insurance covers have been sufficiently explained.
- 3.15.2 The terms and conditions of the insurance contract to be mediated comply with the insurable interest declared by the Policyholder and for which the insurance broker has been contacted in order to conclude the corresponding insurance contract.
- 3.16 The Insurer is not be liable for inadequate communication between the Policyholder and the insurance broker or for the broker's mediation of concluding an insurance contract that does not correspond to the actual insurable interest of the Policyholder.

4. DESIGNATION OF BENEFICIARY

- 4.1 The Beneficiary is designated and changed with an agreement between the Policyholder and the Insurer and with the written consent of the Insured. The written consent of the Insured is not required if the Policyholder and the insured person are 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 The Beneficiary cannot be changed after the death of the insured person. If the insurance contract gives the Insured the right to change the Beneficiary, the heirs of the Insured cannot change the Beneficiary after the death of the insured person.
- 4.4 If the Beneficiary loses the right to insurance indemnity due to circumstances caused by him/her (e.g. intentional damage) or if the Beneficiary dies or ceases to exist without a successor before the insured event, the Beneficiary is deemed not to have been designated.

5. INSURANCE PREMIUM

- 5.1 The Policyholder shall undertake to pay the insurance premium in the amount specified in the insurance contract and to ensure that the Insurer receives the insurance premium or the agreed instalment (hereinafter also referred to as the Premium) by the due date stipulated in the insurance contract.
- 5.2 The Policyholder shall undertake to pay the Premium specified in the insurance contract, regardless of whether the Insurer has sent the Policyholder a respective reminder or an invoice.
- 5.3 If the insurance contract is prematurely terminated during the period of insurance due to cancellation, withdrawal or any other reason, the Insurer is entitled to withhold the cost of concluding the insurance contract from any refunds made to the Policyholder.

6. DELAYED PAYMENT AND FAILURE TO PAY THE INSURANCE PREMIUM

- 6.1 If the Policyholder has not paid the insurance premium that has become due or the first instalment by the time an insured event occurs, the Insurer is released from its obligation to perform.
- 6.2 If the Policyholder fails to pay the second or subsequent insurance premiums on time, the Insurer may, in a format which can be reproduced in writing, set a payment deadline of at least two weeks for the Policyholder or, in case of a building insurance, a payment deadline of at least one month. The Insurer is released from the obligation to perform the insurance contract in case of insured events that occur after the additional deadline has expired. If the Insurer has not cancelled the insurance contract due to the unpaid Premium, the Insurer has obligation to perform these insured events that occur after the day following the date of receipt of all Premiums to be paid to the Insurer.
- 6.3 If the Policyholder fails to pay the second or subsequent Premium by the additional deadline, the Insurer is entitled to cancel the insurance contract without a prior notice. The Insurer may state in the notice of the additional payment deadline that the contract is considered as cancelled after the due date 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 earliest payment due to the Insurer under the insurance contract the Premium is paid for.
- 6.5 If the Policyholder is obliged to pay the Insurer Premiums for the insurance of various objects at the same time and the Policyholder pays the Premium in part on the basis of the invoice submitted, the Premium is deemed to have not been paid for all the insured objects.

7. PERSONS UNDER THE RESPONSIBILITY OF THE POLICYHOLDER

- 7.1 The Policyholder is responsible for the behaviour of the following persons:
- 7.1.1 The Insured;
- 7.1.2 Legal and/or de facto family members living with the Insured;
- 7.1.3 A person who has legally acquired possession of the insured property as well as the person who the possession has been voluntarily transferred to by the legal possessor;
- 7.1.4 Persons who use the insured property with the consent or approval of the Policyholder, the Insured or the possessor of the insured property;
- 7.1.5 Persons who are obliged by law, contract (including employment contract) or other legal relationship to comply with the requirements of exploitation, safety, damage prevention, containment, rescue or other requirements.
- 7.2 The Policyholder has to explain the requirements and obligations arising from the insurance contract to the above-mentioned persons, paying particular attention to explaining the need to comply with the safety requirements.
- 7.3 If the above-mentioned persons do not comply with the requirements of the insurance contract, the Policyholder is deemed to be in breach of the contract.

8. NOTIFICATION OBLIGATION OF THE INSURER

If, during the insurance period, the name, legal form, the address or the address of the structural unit of the Insurer, through which the contract was concluded, or the address of the competent insurance supervisory authority changes, the Insurer shall inform the Policyholder thereof on the website of the Insurer or through media channels.

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

- 9.1 When concluding the contract, the Policyholder has to inform the Insurer in writing of all circumstances known to the Policyholder that may influence the decision of the Insurer to conclude the insurance contract or to conclude it under the agreed conditions.
- 9.2 The Policyholder shall undertake to give true and complete answers to the Insurer's questions, including in cases when the Policyholder believes that the Insurer may already be aware of the respective fact.
- 9.3 The Insurer relies on the data provided by the Policyholder when determining the terms and conditions of the insurance contract (including the insurable value, sum insured, insurance premium, etc.). The Insurer considers the data previously provided by the Policyholder to be correct until it receives a written notification of the change in the data.
- 9.4 The Policyholder has to immediately inform the Insurer in writing of the increase in the insured risk, the transfer of the insured object and encumbering the registered immovable under the insured building with a mortgage.
- 9.5 If the data presented to the Insurer has become incorrect or incomplete or if there have been substantial changes in the circumstances characterising the insured object, the Policyholder shall undertake to immediately inform the Insurer of such changes in writing.
- 9.6 When determining the terms and conditions of insurance contracts to be concluded for subsequent insurance periods, the Insurer is entitled to take into account the data provided by the Policyholder about the insured object and the notifications 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 the circumstances relevant for the conclusion of the insurance contract and violated thus the notification obligation provided in Section 9 of the General Terms and Conditions, intentionally avoided finding out about a relevant circumstance or provided false information about it. The Insurer may withdraw from the contract on these grounds within a month as from the date when the Insurer became aware or ought to have become aware of the violation of notification obligation provided in Section 9 of the General Terms and Conditions.
- 9.8 The Insurer may not withdraw from the contract if the Insurer knew that the information was incorrect or was aware of the circumstance that it was not informed of; the failure to notify or provision of incorrect information was not the fault of the Policyholder; the Insurer has waived the right of withdrawal; or the circumstance that was not disclosed or was given incorrect data about ceased to exist before the insured event occurred.
- 9.9 If the Insurer may not withdraw from the contract under the provisions in Section 9 of the General Terms and Conditions, the Insurer may require from the Policyholder an increase in the insurance premium from the beginning of the current period of insurance. The Insurer may require from the Policyholder an increase in the insurance premium on these grounds within a month as from the date when the Insurer became aware of the circumstance that the Policyholder had not informed it of.
- 9.10 Provisions of Section 9 of the General Terms and Conditions do not exclude the right of the Insurer to cancel the contract due to fraud.

10. UNDERINSURANCE, OVERINSURANCE, MULTIPLE INSURANCE

- 10.1 Underinsurance means a situation where the sum insured of an insured object is lower than its insurable value. In case of underinsurance, the insurance indemnity is equal to the proportion of the sum insured and the insurable value at the time of occurrence of an insured event.
- 10.2 Overinsurance means a situation where the sum insured or the agreed maximum insurance indemnity exceeds the insurable value of the insured object. In case of overinsurance, the indemnity paid by the Insurer does not exceed the actual amount of the damage.
- 10.3 Multiple insurance means a situation where the insured object is partially or totally insured against the same insured risk by several Insurers and the total amount of indemnities to be paid by Insurers would exceed the amount of damage or the total amount of sums insured would exceed the insurable value. In case of multiple insurance, the Insurers are jointly and severally liable.

11. SENDING NOTIFICATIONS

- 11.1 If the insurance contract or the law stipulates the notification obligation of the Policyholder, the respective notice shall be sent to the Insurer in writing or in a format which can be reproduced in writing.
- 11.2 Insurer's notices, insurance policies and other documents related to the insurance contract are sent to the postal or e-mail address of the Policyholder or the Insured that is shown in the insurance contract.

12. INSURANCE OF THE INSURED RISK OF THE THIRD PARTY

- 12.1 If the insured person is not the Policyholder, the insured person identified by name in the insurance contract is entitled to require the performance of the insurance contract and to use the rights arising from the insurance contract without the consent of the Policyholder.
- 12.2 If the insured person is not the Policyholder and the insured person is not identified by name in the insurance contract, the insured person is entitled to require the performance of the insurance contract and use the rights arising from the insurance contract only with the consent of the Policyholder.
- 12.3 If the Policyholder is not the insured person, the Policyholder is not entitled to require the performance of the contract or to use any rights arising from the insurance contract.

13. TRANSFER OF AN INSURED OBJECT

- 13.1 The transfer of the insured object (e.g. sale, gift, exchange, etc.) shall be immediately reported to the Insurer in writing by the transferor and the acquirer.
- 13.2 If the insured object is transferred, all the rights and obligations of the Policyholder under the insurance contract shall be transferred to the acquirer of the object.
- 13.3 The Policyholder's rights and obligations arising from the insurance contract are not deemed to have been transferred until the Insurer becomes aware of the transfer of the insured object.
- 13.4 If the Insurer is not informed of the transfer of the insured object as required, the Insurer is released from its obligation to perform if the insured event occurs later than a month from the date the Insurer should have received the respective notification of the transfer.

14. INCREASE IN INSURED RISK

- 14.1 After concluding the contract, the Policyholder may not increase the insured risk or allow the persons the Policyholder is responsible for to increase it without the prior written consent of the Insurer.
- 14.2 The Policyholder shall undertake to immediately inform the Insurer in writing of increase in (incl. raising) the insured risk, also in case the increase in the insured risk is caused by a generally known fact that does not influence the insured risk of this Policyholder alone.
- 14.3 If the Policyholder fails to comply with the obligation to notify of the increase in insured risk, the Insurer is released from the obligation to perform the insurance contract if the insured event occurs after a reasonable period of time within which the Insurer should have received the notification of the increase in the insured risk.
- 14.4 If the Policyholder or a person the Policyholder is responsible for violates the prohibition to increase the insured risk and an insured event occurs after increasing the insured risk, the Insurer is entitled, depending on the circumstances of violation, to either refuse from paying or reduce the insurance indemnity.

15. SAFETY REQUIREMENTS

- 15.1 The Policyholder shall undertake to act prudently and with special care in order to avoid harmful consequences.
- 15.2 The Policyholder shall undertake to comply with all legal acts, regulations, instructions, percepts, etc. that contain codes of conduct in order to ensure safety, prevent loss events and reduce potential damage as regards the insured object.
- 15.3 During the validity period of the insurance contract and the process of handling an insured event, the Insurer is entitled to examine the condition of the insured object, the compliance with safety requirements and other circumstances related to the insured risks and the insured object as well as to require from the Policyholder and any third parties information about the above-mentioned circumstances.
- 15.4 The Insurer is entitled to require compliance with additional safety requirements. The Policyholder is entitled to cancel the insurance contract without prior notice after receiving the Insurer's additional safety requirements. If the Policyholder has not notified the Insurer in writing of the cancellation of the insurance contract within five days at the latest, the additional safety requirements shall be deemed to be the Terms and Conditions of the insurance contract.
- 15.5 If the Insurer has set a deadline for meeting the additional safety requirements and the Policyholder has failed to comply with these requirements by the set deadline, the Insurer is entitled to cancel the insurance contract.

16. ACTIONS IN CASE OF A LOSS EVENT

- 16.1 In case of a loss event, the Policyholder has to 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 undertake to immediately inform the Insurer of the occurrence of loss event in writing or in a format which can be reproduced in writing.
- 16.3 The Policyholder shall undertake to apply any measures to restrict further damage, prevent potential further damage and clarify the circumstances of the event (e.g. by helping to identify the potential cause of damage, the person causing the damage and data of witnesses).
- 16.4 Before the amount of damage and the circumstances of the event have been established, the Policyholder is not allowed to make any changes in connection with the damaged object or the scene of damage that may influence the establishing of the cause and amount of damage within 5 days from the loss event and without the Insurer's consent. Changes are allowed in case they are inevitably necessary for the purpose of mitigating the damage or in public interests. The Insurer is entitled to set a longer period than the above-mentioned one during which no changes are allowed.
- 16.5 In case of a loss event, the Policyholder shall undertake to provide the Insurer with correct and complete information about the circumstances of the loss event, the amount of damage and the potentially liable persons. The foregoing also includes the obligation for the Policyholder or the person who caused the damage to provide the Insurer with additional oral explanations, if the Insurer deems this necessary.
- 16.6 The Policyholder shall undertake to allow the Insurer to examine the scene of damage and the damaged property and to question directly the persons who the Policyholder is responsible for.
- 16.7 The Policyholder shall undertake to submit to the Insurer any documents, written explanations, answer the Insurer's questions both orally and in writing, participate in the examination of the scene of damage or of the damaged property at the request of the Insurer.
- 16.8 The Policyholder shall ensure that the persons the Policyholder is responsible for provide the Insurer with evidence and information in the above-mentioned way.
- 16.9 After the occurrence of an insured event, both parties are entitled to cancel the insurance contract within a month after completion of the procedure for establishing the damage. The Insurer shall give one month's notice of cancellation of the contract. Provisions of the insurance contract shall be applied to any insured event that occurs before the cancellation of the contract.

17. METHOD OF COMPENSATION FOR DAMAGE AND WITHHOLDING AMOUNTS

- 17.1 The Insurer's obligation to perform the contract becomes enforceable upon the occurrence of the insured event and the completion of the activities necessary to determine the extent of the performance of the Insurer's obligations.
- 17.2 If the Insurer performs the insurance contract by paying out money, the Insurer has no obligation to pay the indemnity before the person entitled to receive the indemnity has notified in writing the number of the bank account and the name of the account holder.
- 17.3 If the procedures necessary to determine the extent of the Insurer's obligations are not completed within a month after the notification of the insured event, the Insurer may be required, in case the insured event is established, on the account of the Insurer's contractual obligations to make the payment in the amount that the Insurer should pay as a minimum under the circumstances. The time limit is suspended for the period during which the procedures cannot be completed due to the circumstances caused by the Policyholder.
- 17.4 If the Insurer's obligation to perform depends on the circumstances established in the course of civil, criminal, administrative or misdemeanour proceedings, the Insurer is entitled to make a decision to pay or to refuse the payment of insurance indemnity after the proceedings have been suspended, terminated or after a court judgement or a decision of a respective official has entered into force.
- 17.5 In case of paying the insurance indemnity, the Insurer is entitled to require the transfer of the remains of the destroyed or replaced property to the possession of the Insurer, as well as the transfer of the right of claim in respect of the property that was taken illegally from the possession of the entitled person to the Insurer. Until the transfer of the afore-mentioned property or the right of claim, the Insurer is entitled to suspend the payment of the insurance indemnity or to deduct the usual value of this property from the insurance indemnity.

- 17.6 If the Insurer pays indemnity for the object taken illegally from the possession of the entitled person, the Policyholder shall undertake to immediately inform the Insurer, in writing or in a format which can be reproduced in writing, of finding the object or identifying its location.
- 17.7 If the Insurer delays performing its obligations, the Insurer shall undertake to pay interest on arrears for each day delayed at the request of the person entitled to receive the insurance indemnity pursuant to § 113 of the Law of Obligations Act.
- 17.8 If the Policyholder has violated the obligations arising from the insurance contract (including additional safety requirements, the obligation of providing evidence), the Insurer is entitled to refuse to pay insurance indemnity or reduce the amount of indemnity if the violation had an effect on the occurrence of damage or the amount of damage or the establishment of the extent of the Insurer's obligation to perform.
- 17.9 Damage to property may be indemnified by restoring the damaged property or a part of it, by replacing the damaged property or a part of it with another property or a part of it of the same purpose, value and belonging to the same price category, or by paying financial indemnity. The Insurer is entitled to decide how to compensate for the property damage.
- 17.10 In case the damaged or destroyed property is replaced or restored, the Insurer is entitled to determine the method of restoration or replacement and the person who will carry it out.
- 17.11 When paying the insurance indemnity, the Insurer is entitled to withhold from the indemnity the insurance premiums due until the end of the current insurance period, irrespective of whether the due date for paying the premium has arrived or not. The Insurer has the right to do so even in case the insurance indemnity is paid to another person than the Policyholder.

18. RELEASE FROM THE PERFORMANCE OBLIGATION OF THE INSURANCE CONTRACT

- 18.1 The Insurer is totally or partially released from the obligation to perform the insurance contract, if:
- 18.1.1 The Policyholder or a person equivalent to the Policyholder has violated at least one of the obligations specified in the insurance contract and there is a causal link between such a failure to properly perform the obligation and the occurrence of the loss event and/or the amount of the resulting damage or the violation affects the establishment of the amount of damage. The Insurer is also released from the obligation to pay indemnity if the person equivalent to the Policyholder referred to in Section 7 of the Terms and Conditions intentionally causes the occurrence of a loss event;
- 18.1.2 The insured event was caused by a nuclear weapon, war or a situation similar to a military operation, uprising, riot, civil unrest, strike, interruption of work, terrorism, nuclear energy or radioactivity, expropriation of property;
- 18.1.3 The Policyholder, the Beneficiary or the person the Policyholder is responsible for caused the occurrence of the insured event intentionally or due to gross negligence as well as in case the afore-mentioned person caused the damage as a result of any mental disorder, if this person is unable to understand the consequences of his/her actions and control them (e.g. a situation where the Policyholder sets fire to his/her dwelling as a result of a mental disorder);
- 18.1.4 The occurrence of the insured event was connected with committing or concealing an act constituting criminal offence by the Policyholder, a Beneficiary or a person who the Policyholder is responsible for;
- 18.1.5 The Policyholder, a Beneficiary or a person who the Policyholder is responsible for has provided the Insurer with incorrect or incomplete data during the procedure of handling damage;
- 18.1.6 Another person has indemnified for the damage.
- 18.2 The Insurer does not indemnify for the taxes, e.g. VAT, refundable to the client pursuant to the Value Added Tax Act.
- 18.3 If the Insurer becomes aware of the violation of the insurance contract after the payment of the insurance indemnity, the Insurer is entitled to reclaim the paid insurance indemnity either partially or fully, depending on whether the Insurer would have refused to pay the indemnity or would have reduced it if it had been aware of the violation of the insurance contract.

19. TRANSFER OF A CLAIM TO THE INSURER

- 19.1 A claim for compensation for loss against a third party by the Policyholder or the Insured is transferred to the Insurer within the extent of the damage to be indemnified by the Insurer.
- 19.2 If the Policyholder or the Insured waives its claim against a third party or the right securing the claim, the Insurer is released from its obligation to perform to the extent that it could have claimed indemnity based on this claim or right.
- 19.3 If the Policyholder or the Insured has a claim against a relative in ascending or descending line, a spouse or another family member living with him/her, the Insurer has the right of recourse only in case the liability of such person is insured or if this person has intentionally caused the damage.
- 19.4 The Policyholder shall undertake to assist the Insurer in making the claim of recourse, by submitting data, documents, explanations, etc necessary for exercising the right of claim.

20. LIMITATION PERIOD FOR CLAIMS

- 20.1 The limitation period for the claims arising from the insurance contract is three years. Calculation of the limitation period commences as of the end of the calendar year when the claim becomes collectable.
- 20.2 If the Policyholder has claimed indemnity for damage from the Insurer and the Insurer has notified in writing of its refusal to indemnify or to reduce indemnity, the Insurer is released from the obligation to perform if the Policyholder does not file an action with the court to enforce the performance of the obligation within one year as of the receipt of the refusal decision. The Insurer is not released from the obligation to perform, if the Insurer fails to notify the Policyholder in its reply of the legal consequences of the expiry of the one-year term.

21. SETTLEMENT OF DISPUTES

- 21.1 The Policyholder may turn to the Conciliation Body of the Estonian Insurance Association to settle insurance disputes in the course of extrajudicial proceedings. Prior to the conciliation procedure, the claim in the point of dispute shall be submitted to the Insurer and the Insurer shall be provided with an opportunity to respond to the claim (for more information see www.eksl.ee).
- 21.2 Any disputes arising from the insurance contract are settled at Harju County Court (including disputes that have not been settled by the insurance Conciliation Body).
- 21.3 Estonian Financial Supervision and Resolution Authority supervises the compliance of the activities of the Insurer with legislation. Estonian Financial Supervision and Resolution Authority does not settle any contractual disputes between the Insurer and the Policyholder/the Insured.