

ERGO Life Insurance SE Eesti filiaal

General Terms & Conditions of ERGO Life Insurance Services



Dear customer,

In these General Terms & Conditions of Life Insurance Services, we explain the principles that guide us in the provision of services to you.

In addition to these Terms & Conditions, each of our services is also subject to its own terms and conditions. All terms and conditions can be found on our website: www.ergo.ee

The Terms & Conditions that apply to a particular service are stated in the insurance policy.

Please take your time and read the insurance terms and conditions carefully. Please contact us on info@ergo.ee if you have any questions.

We're happy to help you.

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1. Which terms do we use?

- **Insurer** means ERGO Life Insurance SE Eesti filiaal, registration code 12025488, address A.H. Tammsaare tee 47, Tallinn (hereinafter also referred to as we).
- **Client** means any person who uses or would like to use our service, including a policyholder, insured person, beneficiary and persons equal to the policyholder (hereinafter also referred to as you).
- **Policyholder** means the person who has entered into an insurance contract (hereinafter also referred to as you).
- **Insured Person** means the person whose risk or interests are insured (hereinafter also referred to as you).
- **Beneficiary** means the person specified in the insurance contract who has the right to receive the insurance indemnity arising from the insurance contract in the case of an insured event.
- **Terms of Service** means the terms and conditions of insurance that we apply to the relevant service (e.g. special terms and conditions of life insurance, terms and conditions of cancer insurance conditions, terms and conditions of supplementary critical illness insurance, etc.). All terms and conditions insurance can be found on our website: www.ergo.ee/tingimused

Explanation

In practice, the term 'insurance product' is also used in parallel. Insurance service and insurance product are synonymous.

- **Insurance Period** means the period stated in the insurance policy during which we are liable for insured events. The Insurance Period is also the period on the basis of which we calculate premiums. As a rule, the Insurance Period is one year for both indefinite and fixed-term insurance contracts, unless we have agreed otherwise with you in the insurance contract.
- **Insurance Territory** is the region in which an insured event is covered. Insurance cover is valid throughout the world, unless otherwise agreed by us with you in the insurance contract.

Explanation

If you move abroad for a longer period (for example, to study or work), let us know so we can assess the risk associated with your long-term place of stay.

- **Insurance Contract** is the agreement made between you and us. In the case of an insured event, we must pay the agreed amount of money or perform the contract in any other agreed way. You must pay the premiums. Insurance contract documents include, for example, the application form, the policy, the General Terms & Conditions of Life Insurance Services, the terms and conditions of the chosen insurance service, the health questionnaires and other documents we have referred to in the insurance contract.
- **Policy or Insurance Policy** means an insurance contract document that states or refers to everything we have agreed with you.
- **Payment Notice/Invoice** mean the message we send to you as a reminder the due date for payment of the premium.
- **Insured Event** means an event stated in the terms and conditions of the service and the insurance policy, the occurrence of which obliges us to pay out the insurance indemnity or to perform any other act agreed by us in the insurance contract.
- **Professional Sports** means training and participation in national or international competitions organised by the federation or union of the respective sport, individual or team-based sports activities for which you receive any kind of remuneration (on the basis of an employment contract or a civil law agreement), support or scholarship.
- **Extreme Sports** means an activity that involves higher risks than traditional sports and requires special physical and mental training and usually special equipment and clothing. Extreme Sports are the following activities or activities similar to the following in nature and equipment:
 - a. car, motorcycle and motor vehicle sports (including motor boats); cycling on road, off-road, track, riding BMX, HD, FR bicycles and adapted mountain bikes; skateboarding and skateboarding on ramps; aero sports (including parachuting, gliding, paragliding, paragliding); bungee jumping; horse riding and equestrian sports; shooting; charter touring by aeroplane;
 - b. canoeing and kayaking on rapids, surfing, long-distance swimming in ice-cold water, rapids and wave sports, sailing at sea, diving to depths of more than 40 m, extreme diving techniques (including apnoea diving); cliff diving, water-skiing, windsurfing, windsurfing, surfboarding, jet-skiing, motorised windsurfing, sailing and mechanical rowing/boating on fresh water and flat rivers;
 - c. skiing with kites or on surfboards, ski jumping on skis or snowboards, downhill skiing and snowboarding on unmarked tracks, heli-skiing and paragliding, except for normal skiing on tracks adapted and designed for skiing;
 - d. mountaineering and rock climbing, descent into caves and canyons, climbing frozen waterfalls, rocks, boulders, running ultra marathons in mountains, parkour, expeditions and trips to areas of extreme climatic conditions (such as polar regions, jungles, deserts, high seas, etc.).
 - e. martial arts or contact sports, e.g. boxing, wrestling, judo and karate, fencing, etc., except in the case of children up to 14 years of age engaged in such sports.

2. What do we follow if there is a conflict between the General Terms & Conditions of Life Insurance Services and the terms and conditions of the service?

If there is a conflict between the General Terms & Conditions of Life Insurance Services and the terms and conditions of the service, we follow the wording of the terms and conditions of the respective class of insurance. If there is a conflict between the terms and conditions of the insurance service and the risk or special conditions, we follow the wording of the risk or special conditions.

Explanation

A conflict means, for example, a situation where the same term is worded differently in different insurance terms and conditions.

3. How do we consider your insurance interests and needs?

3.1 We want the service and insurance cover we offer to meet your insurance interests and needs. We will identify your insurance interests and needs, recommend the most suitable insurance solution and provide explanations so that you can make an informed decision about taking out an insurance policy.

Explanation

If an insured event could result in a loss to you – damage to your health, loss of a loved one, etc., then it means that you have an **insurance interest**. For example, everyone has an interest in insuring their life and health. A third party with an insurance interest may also be the policyholder if he or she wishes to take out an insurance contract for the benefit of a loved one.

Client's Needs express your wish to insure yourself or your loved ones against a specific insurance risk under agreed terms and conditions (e.g. choice of insurance territory, deductible and term of the insurance contract). We will advise you in order to identify your needs when the contract is entered into.

In order to identify your insurance interest and needs, we use the information you provide us with as input – why you want to take out insurance, who you want to insure and what events you want to be covered for.

4. What is the term of an insurance contract?

4.1 An insurance contract can be either for a fixed term or for an indefinite period. A fixed-term insurance contract is valid until the agreed term. An indefinite insurance contract is valid until cancelled. As a rule, the insurance period for both fixed-term and indefinite insurance contracts is one year.

Explanation

Whether the insurance contract is for a fixed term or for an indefinite period is indicated in the insurance policy.

4.2 A fixed-term insurance contract will be considered renewed for the next insurance period if we have made a new proposal to you as the policyholder (e.g. by sending you a new policy and a new Payment Notice/Invoice) and you have accepted it.

5. When do we consider an insurance contract concluded?

5.1 We consider that the insurance contract has been entered into once you have received and accepted our offer. Depending on the insurance service, consent may be given in different ways, for example, if you have fulfilled one of the following conditions:

- 5.1.1 paid the first insurance premium to us;
- 5.1.2 confirmed the entry into the insurance contract by signing the letter of intent or the policy or in any other way agreed in the insurance contract.

Explanation

Depending on the insurance service, insurance can be taken out in many different ways. In order to enter into an insurance contract, you must consent to the insurance contract. The most common form of consent is the payment of an insurance premium. The terms and conditions of the service or the policy may describe when we will consider that the insurance contract has been entered into for a particular service, as well as the conditions under which the cover will take effect.

- 5.2 If the insured person is not the policyholder, we can only enter into the insurance contract with the consent of the insured person.

Explanation

The insured person gives his or her consent by signing the relevant document. In the case of a child, his or her legal representative (e.g. a parent) confirms consent to the insurance contract.

- 5.3 We will issue you with a policy as proof of the entry into the insurance contract.
- 5.4 Prior to issuing an insurance quote, we may, at your request, provide you with a premium calculation to inform you of the estimated premium.

Explanation

Please note that the premium calculation does not constitute a binding insurance quote. The premium given in the premium calculation is not binding on us. It's only objective is to inform you of the estimated premium.

- 5.5 Based on the principle of freedom of contract, we have the right to decide, in the event of voluntary insurance, with whom and under which terms and conditions we enter into or refuse to enter into an insurance contract.

Explanation

A voluntary insurance contract is a contract that must not be entered into by law. In the case of a voluntary insurance contract, each insurer has the right to decide whether and under what conditions to enter into an insurance contract. For example, we can refuse to enter into an insurance contract in the case of higher risk.

6. How is the premium determined and paid? What are the consequences of late payment?

- 6.1 When setting the premium, we take into account the sum insured, the duration of the insurance period and the risks related to your health, occupation and hobbies.
- 6.2 Your obligation is to pay us the premium by the agreed deadline.

Explanation

The moment when the respective amount is received in our current account or the moment when you pay it to our representative by card is considered the time of payment of the premium.

- 6.3 If you have failed to pay the premium or the first instalment within 14 days of signing the contract, we can withdraw from the contract until the payment is made. We are not obliged to pay the insurance indemnity if the premium or the first insurance premium that has become due has not been paid by the time when the insured event occurs.

Explanation

Pursuant to the Law of Obligations Act, 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.

- 6.4 If you do not pay the second or any subsequent premiums by the due date, we will give you a new payment term of at least two weeks. If you do not pay the premium by the new due date, we will deem the policy cancelled; if, in the case of endowment insurance, the surrender value of the policy has been built up by the additional due date, the insurance will become premium-free. If an insured event takes place after the expiry of the new payment term and you have not paid the premium by that time, we will be released from our performance obligation.

Explanation

The insurance premium and payment deadline are specified in the policy. We will send you a payment notice/invoice with the payment information before the due date. If the payment is not made, we will send you a new notice setting an additional deadline.

- 6.5 If you are in arrears, we will cover the earliest debt when you pay the premium. If you are in arrears at the time when the insurance indemnity is paid out, we will deduct it from your indemnity.

Explanation

According to the Law of Obligations Act, the above also applies if we have the obligation to pay out the insurance indemnity to a third party, not to you as a policyholder.

7. How do we verify your identity and right of representation?

- 7.1 We will verify your identity before any transaction is concluded. If we have any doubts about your identity or authenticity of the submitted documents, we have the right not to conclude the transaction or to request that additional documents be submitted.

Explanation

One of the purposes of identifying you is to ensure the protection of your customer data, i.e. to prevent unauthorised persons from accessing your data. We have explained the principles of personal data processing in greater detail in our privacy policy (www.ergo.ee). In addition, we have a duty to verify identity in order to comply with our due diligence obligations under the Money Laundering and Terrorist Financing Prevention Act.

Depending on the sales channel, the ways in which your identity is verified will vary. For example: in the self-service environment, you are identified when you log in. We will ask you for proof of identity when you are served at a office. When you contact us by phone, we will ask you verification questions to verify your identity.

- 7.2 You can enter into an insurance contract with us if you are at least 18 years old.

Explanation

According to the law, persons under the age of 18 have limited active legal capacity. A natural person has active legal capacity, i.e. the right to conclude transactions, from the age of 18.

- 7.3 If you would like to enter into an insurance contract or do other things through a representative, please note that we will only accept a digitally signed or notarised power of attorney. If you are represented by an insurance broker, we will assume that the insurance broker has the right to represent you.

Explanation

If you submit a power of attorney, please note that we will want to make a legal assessment of the content of the power of attorney before entering into the transaction. Therefore, the transaction may take additional time.

8. How do we determine the beneficiary?

- 8.1 You as the policyholder have the right to appoint the beneficiary and change that person.
- 8.2 If you have appointed several persons as beneficiaries without specifying their respective shares, we will deem the shares to be equal.
- 8.3 We will add the share that any of the beneficiaries refuses to receive or cannot receive to the shares of other beneficiaries.
- 8.4 If the beneficiary dies or a beneficiary that is a legal entity terminates their activities before the occurrence of an insured event, we will pay the indemnity to you as the policyholder or your heirs unless you have determined otherwise before the occurrence of an insured event.

9. What information and notifications do we send you?

- 9.1 During the term of the insurance contract, we will send you as the policyholder notices related to the performance of the contract (e.g. explanations of cover, payment notices/invoices, replies to your queries, etc.). We will forward all notices, statements or other information relating to the contract to the contact address (e.g. email address) you have provided. We will use the most recent contact information you provided to us, including correcting your contact information in our information system based on the most recent information you provided.

Explanation

We will send all notices relating to the contract to your email address or, if you don't have one, to your postal address. We proceed from the principle that the contact details last communicated by you are valid.

- 9.2 We will also send you marketing communications during the term of your contract, including our best offers for additional services, unless you have opted out.
- 9.3 We will continue to send you our good offers and marketing messages even after the end of your insurance contract, if you have given your explicit consent.

Explanation

We follow the legal principle that marketing communications can only be sent to you after the termination of your insurance contract if you have given your explicit consent.

10. What information do we expect from you?

- 10.1 Upon entry into the contract, you must notify us of all the important circumstances known to you that may have an impact on the insurance risk and our, i.e. the insurer's, decision to enter into a contract or do so under other agreed terms and conditions. Important circumstances affecting the insurance risk are the circumstances we ask you about when we enter into the contract, such as any illness you've had or are suffering from, any medical conditions you have or are suffering from, any dangerous activities you engage in.

Explanation

Under the insurance contract, we take on the risks that you would otherwise bear. Therefore, it's important that we are equally informed about important risks. The law states that a circumstance is important if we've asked for information about it at the time the contract is entered into.

- 10.2 Depending on the cover you choose and the sum insured, we may ask you to undergo a health check for risk assessment purposes before the contract is entered into and we will bear the cost of the health check after the insurance contract comes into force. We will also cover the cost of the health check if, as a result of the health check, we have increased the premium in the original quote and you therefore withdraw from the contract.
- 10.3 You must notify us immediately of any change in your occupation or hobby during the insurance period.

Explanation

For example, you must let us know if you're going to take up a high-risk sport, such as mountaineering or motor racing. You must also let us know if the nature of your job becomes risky, e.g. if you were working as an office worker when you took out the insurance but now work as a deminer.

11. What rights do we have if you have failed to comply with the notification obligation?

- 11.1 If you have not informed us of important circumstances or of the possibility of an increase in the insurance risk at the time of the entry into of the insurance contract or during the term of the insurance contract, or if you have provided us with incorrect information, we may, after becoming aware of this, either increase the premium or withdraw from the contract within one month of becoming aware of the failure to comply with the obligation to notify or, in the event of an insured event, refuse to perform the insurance contract in whole or in part. We are not entitled to rely on an increase in the insurance risk if at least three years have passed since the increase in risk, unless there has been a deliberate breach of the obligation to notify. In the case of an endowment insurance contract, we will pay you the surrender value of the insurance, less any premiums and other debts you may owe, if you cancel the contract.

Explanation

The law stipulates that in the event of a breach of the obligation to notify (including of an increased insurance risk), the insurer has the right to either increase the premium accordingly or terminate the insurance contract by way of extraordinary termination. In making this choice, we will consider whether or not it's reasonably possible to continue your insurance (e.g. you've not informed us about your chronic illness). If we become aware of a breach of the obligation to notify after the insured event has occurred, we are entitled to reduce the amount to be paid out in the same proportion as the difference between the premium due and the premium that should've been paid under the actual circumstances.

12. How does billing work?

12.1 We will send you a payment notice/invoice for the payment of your premium. The payment notice includes the due date of the payment, our current account number and reference number. We will send the payment notice on paper or electronically.

Explanation

It's important to remember that you are obliged to pay the premium by the agreed deadline, regardless of whether you have received the payment notice. We recommend that you set up a standing order to pay your invoices.

12.2 If you have paid the premium incorrectly and we are unable to determine from the information available which insurance contract the premium has been paid for, we will regard the premium as unpaid until the correct insurance contract is identified.

Explanation

In the case of arrears, we may call you or send you a reminder by email or text message. The insurance premium is deemed to be received only when the entire prescribed amount is received.

12.3 If you pay more than necessary, we will retain the balance as an advance payment or refund it as requested by you.

13. How can an insurance contract be amended or terminated?

13.1 In the case of a contract with endowment insurance, you may apply for the termination or reduction of insurance premiums by notifying us about this in writing one month in advance. In this case, we will reduce the sum insured according to the actuarial rules, taking into account the premium reserve available on the day of termination or reduction of premiums and the lower premiums to be paid in the future. Termination or reduction of premiums is only possible if the remaining sum insured is the minimum amount agreed in the insurance contract. In the case of termination or reduction of premiums, we will deduct any owed premiums from the premium reserve.

13.2 You must give the other party at least one month's notice before the end of the insurance period if you want to amend or terminate an indefinite insurance contract, unless we have agreed otherwise with you in the insurance contract. If the other party does not agree to the proposal to amend the insurance contract, the party has the right to cancel the insurance contract.

Explanation

Both you and we have the right to cancel an indefinite insurance contract at the end of every current insurance period. We and you can also amend the insurance contract by giving one month's notice to the other party. In the case of disagreement, the other party has the right to terminate the insurance contract. For example, we may change the insurance terms and conditions that apply to the contract.

13.3 In the cases provided for by law, both we and you have the right to terminate a fixed-term insurance contract early.

Explanation

It's important to remember that an insurance contract is a contract like any other. This means that the contract is valid until the agreed deadline. Early termination of the contract is possible if provided for by law or for exceptional reasons (e.g. end of insurance interest, significant breach of contract by the other party).

- 13.4 You have the right to withdraw from the insurance contract within 14 days of taking out the insurance by giving us written notice. In the event of withdrawal, we will refund you the premium paid, less reasonable expenses incurred by us in connection with the insurance contract, if any.
- 13.5 You have the right to cancel both an indefinite and fixed-term insurance contract at the end of the current insurance period by giving us one month's notice.
- 13.6 We have the right to terminate the insurance contract:
 - 13.6.1 in the event of a significant breach of the insurance contract;

Explanation

For example: failing to notify of a change in the circumstances of an insured risk, providing incorrect information about the circumstances of an insured event, failure to pay a premium.

- 13.6.2 upon an increase of the insured risk.
- 13.7 If a contract with endowment insurance for which the surrender value has been created ends due to withdrawal or cancellation or proves to be null and void, we will pay you the surrender value of the insurance if we have agreed on this and if the surrender value has been created by this time. We calculate the surrender value of the insurance by the date of withdrawal from or cancellation of the contract on the basis of the actuarial rules. When we pay out the surrender value, we deduct any overdue insurance premiums and make any other deductions agreed in the insurance contract.
- 13.8 The insurance contract will expire after we have performed our obligation in full after an insured event.

Example

In the case of a cancer insurance contract, if we've paid out the full sum insured of the cancer insurance following an insured event, the contract will end.

14. Profit-sharing of a contract with endowment insurance

- 14.1 We collect premiums to provide the agreed insurance cover. Upon calculation of insurance premiums, we take into account that we must at all times have funds to pay out the sums insured and other sums under the contract as well as to cover the expenses related to the entry into and administration of the contract. Therefore, we base the calculation of insurance premiums on conservative actuarial values (estimated interest, mortality and expenses).
- 14.2 We make a profit on a contract with endowment insurance on:
 - 14.2.1 the investment income of insurance premiums if it exceeds the estimated interest used for calculating the insurance premiums;
 - 14.2.2 the unused parts of the risk part of insurance premiums if the actual mortality of the insured persons is different from that estimated;
 - 14.2.3 the unused parts of the expenses taken into account in the premiums if our actual expenses have been smaller than that estimated.
- 14.3 We will pay you a share of the profits from the insurance business if you have signed an endowment insurance contract with us. The part to be allocated to you is referred to as the policyholder's share of profit. We have described how we use the profit share in the terms and conditions of the relevant insurance service.

15. What are the principles of indemnification?

- 15.1 When applying for a payout of the sum insured, insurance indemnity or any other contractual sum, you must submit the following documents to us:
- 15.1.1 a written claim request (available on our website), together with your current account number;
 - 15.1.2 your identity document;
 - 15.1.3 other documents that we have proven need to be provided or are required by law to be provided.

Explanation

In the terms and conditions of each insurance service, we have set out a more detailed list of the information you must provide us with in the case of an insured event.

- 15.2 We will out the insurance indemnity within 10 working days at the latest after receiving all the necessary information and evidence about the insured event. If criminal or misdemeanour proceedings have been initiated in relation to an insured event, the outcome of which may affect our obligation to pay, we have the right to delay payment until the relevant legal decision has been taken.
- 15.3 We will only be liable to pay the indemnity if the insured event is described in the insurance contract.

Explanation

In the terms and conditions of each insurance service (e.g. cancer insurance, disability insurance, etc.), we have clarified which events are recognised as insured events.

- 15.4 General exclusions apply to all the services we provide (see point 16). These are general situations that are not covered by our insurance. We will also not pay the insurance indemnity if you have failed to fulfil an obligation under the contract (see point 17).
- 15.5 We have the right to make enquiries about whether the insured person is alive, and to request and obtain additional evidence to establish the obligation to pay.
- 15.6 We deduct any premiums owed when making payouts under the contract.

16. What is not covered (general exclusions)?

- 16.1 Unless we have agreed otherwise with you in the insurance contract, the insurance cover will not apply and we will not pay out the insurance indemnity if:
- 16.1.1 the insured person committed suicide before two years have elapsed since the entry into force of the cover or the increase of the sum insured. Upon increasing the sum insured, the aforementioned condition applies to the increased sum insured. In this case, we will pay you the surrender value of the contract, if a surrender value has been formed for the contract. If the suicide is committed in a state of mental illness that precludes free will, we will fulfil our contractual obligation;
 - 16.1.2 the insured event is caused by the effects (including over- or excess consumption) of alcohol, drugs, toxic substances, psychotropic substances or other intoxicating substances, as well as the effects of strong medication not prescribed by a doctor;
 - 16.1.3 the insured event was caused by the insured person's participation in professional or extreme sports, unless we have agreed otherwise in the insurance contract;
 - 16.1.4 the insured event is caused by the harmful effects of radioactive contamination or by war, civil war, invasion, civil commotion, coup d'état, strike, breakdown, state of emergency, terrorism, riot, mass disorder.

17. What are the other situations when we will not pay an insurance indemnity (breaches)?

- 17.1 We will not pay an insurance indemnity, in part or in full, if:
- 17.1.1 you have failed to comply with at least one of the obligations set out in the insurance contract and the failure to comply with the obligation has an effect on the determination of the insured event and/or the insurer's obligation to perform;
 - 17.1.2 You have provided incorrect or incomplete information when taking out the insurance or have not provided us with the information necessary to establish the cause and amount of the insured event or have not consulted an expert doctor appointed by us for the necessary examinations within one year of becoming aware of the insured event.
 - 17.1.3 You have not paid the insurance premium by the agreed due date (in the event of periodic payments, by the new due date) and if the insured event occurs after the expiry of the due date for payment of the insurance premium;
 - 17.1.4 the insured event has occurred due to the gross negligence or intent of you as the policyholder or the insured person or the beneficiary;
 - 17.1.5 the insured event was caused by the activities of you as the policyholder or the insured person or the beneficiary while under the influence of alcohol, drugs or other psychotropic substances;
 - 17.1.6 You as the policyholder or the insured person or the beneficiary has misled or attempted to mislead us as to the circumstances or amount of the loss or damage or otherwise attempted to deceive us as to the terms of the insurance contract or its performance;
 - 17.1.7 an insured event occurs as a result of an unlawful act committed or attempted by you as the policyholder, the insured person or the beneficiary. In such an event, we have no obligation to pay out the surrender value of the contract;
- 17.2 We will decide the extent to which we will be released from the insurance contract on the basis of the specific circumstances.

Explanation

All of the situations mentioned above are situations that are considered breaches of contractual obligations for the purposes of law. In the event of a breach of contract, we have the right to use the remedies provided by law (known as legal remedies). One legal remedy is to refuse to perform our contractual obligation. The situations in which we have the right to refuse to pay the insurance indemnity for different services are also explained on the website of the Estonian Insurance Association (good practice).

We will apply these bases to all our services unless this is separately agreed with you in the terms of service.

18. When do claims under an insurance contract expire?

- 18.1 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.
- 18.2 If we have notified you in writing of the non-payment or reduction of the insurance indemnity, we will be discharged of our obligation if you or the person entitled to the insurance indemnity do not bring an action in court within one year of the date of our decision not to pay or to reduce the insurance indemnity and if we have informed you in our reply of the legal consequence of the expiry of the one-year limitation period.

Explanation

The limitation periods are laid down by law. The limitation period means that the obligated person has the right to refuse to perform his or her obligation if the limitation period has expired.

19. How do we apply international sanctions and due diligence measures to prevent money laundering and terrorism?

- 19.1 We apply international sanctions, including financial sanctions, when entering into and enforcing insurance contracts. International sanctions are sanctions imposed by the Government of the Republic of Estonia, the United Nations, the European Union, the United Kingdom or the United States.

Explanation

A financial sanction is an international sanction that prevents the use or disposition, in whole or in part, of the funds and economic resources of a client (i.e. the subject of a financial sanction).

- 19.2 We do not provide insurance cover for any risks and does not indemnify for any damage or claims the insurance or indemnification of which would be in conflict with trade restrictions, prohibitions or 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.
- 19.3 In order to prevent money laundering and terrorist financing, we apply, upon entry into and performance of the life insurance contract, due diligence measures that are in compliance with the complexity of the insurance contract and the risk arising from you and the business relationship. We take, depending on the circumstances, either simplified or enhanced due diligence measures.

Explanation

The main due diligence measures are identification of you and the beneficiary and verification of the submitted data, identification of the beneficial owner, constant monitoring of transactions (monitoring of business relationships), identification of a politically exposed person.

- 19.4 We have the right, in the events prescribed in the Money Laundering and Terrorist Financing Prevention Act, to refuse to conclude a transaction with you.

20. How do we process your personal data?

- 20.1 We will process the data of you as the policyholder, the beneficiary and the insured person in accordance with the privacy policy published on our website www.ergo.ee.
- 20.2 In the privacy policy, we will provide you with all the information that must be provided by law and the EU Data Protection Regulation.

21. How do we use documents in foreign languages?

- 21.1 For clarity, we may add a translation into a foreign language to the documents of the insurance contract in Estonian.

Explanation

The translation has an explanatory meaning only. In the case of a conflict between the translation and the Estonian document, we will be guided by the Estonian document.

- 21.2 If we've agreed that a foreign-language document (international clauses, etc.) is a part of the insurance contract, we will add a translation of that document into Estonian to the insurance contract if necessary.

Explanation

In the above case, we will be guided by the text of the foreign language document.

- 21.3 If this is agreed with you, we may enter into the insurance contract in a foreign language if this is necessary for the nature of the specific service.

22. How you can complain to us?

- 22.1 You have the right to lodge a complaint about our activities using our official contact channels and means of communication (email, telephone, branch).

- 22.2 We will provide feedback on the handling of your complaint within one working day.
- 22.3 We will usually respond to your complaint within five working days, but no later than 14 calendar days. If the complaint cannot be settled within that term, we will notify you of the reason for extending the period of the proceedings and the new term for replying.
- 22.4 Additional information on complaints handling is available on our website www.ergo.ee.

23. How are disputes resolved?

- 23.1 You have the right to refer any dispute you have with us for resolution to the insurance conciliation body of the Estonian Insurance Association. Before the conciliation procedure, you must submit a claim to us as the insurer in the dispute and ensure that we have an opportunity to respond to the claim. If you are not satisfied with our response, you can appeal to the insurance conciliation body. Additional information is available on the Estonian Insurance Association's website www.eksl.ee.
- 23.2 Disputes arising from insurance contracts, including disputes where we have not reached an agreement in the insurance conciliation body, will be settled in Harju County Court.
- 23.3 This insurance contract is governed by Estonian law.
- 23.4 You also have the right to lodge a complaint with the Financial Supervision Authority (Sakala 4, 15030 Tallinn, info@fi.ee).