

ERGO LEGAL PROTECTION INSURANCE TERMS AND CONDITIONS FOR PRIVATE PERSONS KT.0936.18

The terms and conditions of insurance shall apply to Legal Protection Insurance contracts with private persons concluded at ERGO Insurance SE (hereinafter ERGO). In any matters not resolved by these insurance terms and conditions, the parties to an insurance contract shall be guided by the general terms and conditions of insurance contracts, the Law of Obligations Act and other legislation.

Legal Protection Insurance helps you in legal cases (hereinafter also referred to as a Dispute). ERGO provides guidelines on how to act in the event of the occurrence of a legal case, organises your representation before court and in court, and covers the required legal expenses. In addition to legal expenses, with the Legal Protection Insurance ERGO shall also cover procedural expenses and other necessary expenses established by the insurance contract. A legal case could also be a claim against you or your own claim against a third party, provided that it is not linked to your economic activity or intentional activity. Other exceptions have been listed in these terms and conditions.

ERGO Legal Protection Insurance offers you help in the areas listed under the terms and conditions. The insurance cover shall extend to contractual disputes between you and third parties (e.g. regarding the provision of service, purchasing of goods, an employment contract or insurance indemnity) as well as non-contractual disputes (e.g. disputes regarding the causing of damage to a vehicle). ERGO also provides separate Legal Protection Insurance for legal disputes regarding your vehicle or immovable property (e.g. dispute regarding the use of immovable property). ERGO Legal Protection Insurance does not extend to disputes regarding family law, right of succession, or penal law.

1. TERMS

- 1.1. **The policyholder** is at least 18 years old and a citizen of the Republic of Estonia or a natural person living in the Republic of Estonia with a permanent residence permit.
- 1.2. **The insured person** is the adult natural person designated in the insurance contract and their spouse or domestic partner who corresponds to the term of policyholder, as well as their children under the age of 21.
- 1.3. **The loss event** (hereinafter also referred to as the Event) is the violation of the insured person's rights or a claim submitted against them or a situation, as a result of which it may occur that the insured person's legal rights have been violated or a legal claim might arise against them.
- 1.4. **The time of the loss event** is the moment of occurrence that has brought the insured person a legal problem (e.g. detecting the non-compliance of a service or a product, receiving a notice of dismissal, hitting a pothole with a vehicle). Several connected causal violations shall be considered as one insured event. In such a case, the time of the loss event is the day of the first violation (e.g. if baseless invoices have been issued for a service within five months, the time of the loss event is the day of issuing the first invoice). If the violation is consistent, the time of the loss event is considered to be the first day on which the violation was not remedied. In case of several violations, the first non-remedied violation must have happened during the insurance period. More than one event with the same cause, temporally coincident and related to the same insurance contract, shall be considered as one insured event, regardless of whether the one and the same event is associated with one or several insured persons or a risk related to them.
- 1.5. **The insured event** is an unexpected and unforeseen loss

event which has happened in the area stated in the insurance terms and conditions (Chapter 2) at the time of insurance cover validity. Events that are not regarded as insured events have been listed in Chapters 2 and 4.

- 1.6. **Legal expenses** are justified, reasonable, and verified costs that the insured person must cover in case of an insured event, including procedural costs and other similar costs (see more in Chapter 5).
- 1.7. **The sum insured limit** is the highest possible amount agreed upon in the insurance contract that ERGO shall pay to compensate the costs of one insured event listed in Chapter 5.
- 1.8. **The minimum claim amount** is the lowest possible claim amount, in the case of which ERGO shall be obliged to perform the insurance contract. The minimum claim amount must be legally justified, and this amount does not include collateral claims (interest, interest on arrears, etc.) that is demanded from the counterparty after the actual damage has occurred.
- 1.9. **The waiting period** is a three month time period, which shall start on the first day of the insurance period and ERGO shall not be obliged to act pursuant to the insurance contract if loss events occur at that time. The waiting period shall not be applied:
 - 1) upon renewing the insurance contract for a new insurance period, except in the event that a new insured person or a cover regarding disputes with an immovable property or vehicles are added to the policy. In such a case, the waiting period shall be calculated for that amendment from the date when amendment enters into force;
 - 2) if a person added to the insurance contract or their vehicle or their immovable property were, immediately before being added, included in some other ERGO Legal Protection Insurance contract and in that insurance contract the waiting period had been terminated for that person. In the event of disputes regarding a vehicle or an immovable property, the waiting period shall not be implemented if the owner of the vehicle or the immovable property has not changed compared to the previous insurance contract;
 - 3) upon adding an immovable property to the insurance contract, if the immovable property has been added to the ERGO insurance contract within seven days after the immovable property's acquisition transaction (purchase, inheriting, receiving a gift, etc.) by the insured person and if that insured person's waiting period is no longer valid;
 - 4) if there is a dispute with the other insurer about the insurance indemnity and the insured event occurred at a time when the ERGO insurance contract was valid;
 - 5) if the claim arises from a non-contractual obligation.
- 1.10. **The immovable property** is a plot of land that has been entered in the land register with its essential parts and accessories. The essential parts of the plot of land are items that are permanently attached to it, such as buildings, growing forest, as well as real rights owned by the immovable property owner. Immovable properties also include apartment ownership, building rights, and plots of land that are currently used as movables. Only such a risk can be insured that is associated with an immovable property located on the territory of the Republic of Estonia and listed in the land register and the insurance cover shall be valid if the owner or the lessee of the immovable property is an insured person and the registered immovable's address has been included on the policy.
- 1.11. **A movable** is an object that is not an immovable property.
- 1.12. **A new building** is a recently completed or about to be completed building. A building shall be considered to be new if less than five years has passed from its first delivery.

- 1.13. **A vehicle** is a vehicle intended for traffic and registered in the traffic register of Estonia, which moves thanks to engine power and participates in traffic, including a trailer.
- 1.14. **An employee** is a natural person who has concluded an employment contract. A local government official or a public servant shall also be considered an employee.
- 1.15. **Economic activity** is any independently feasible activity with the objective of earning profit, which is permanent. An activity, which includes a notification or permission obligation, shall also be considered an economic activity if its objective is not to earn profit.
- 1.16. **A conflict of interest** is a situation within the framework of one and the same insured event, in which two or more insured persons with different interests have concluded a Legal Protection Insurance contract with ERGO.

2. INSURANCE COVER AREAS

ERGO provides insurance cover only for disputes in the areas listed in this section.

21. Disputes arising from contracts
- 21.1. Contractual claims are all claims arising from a contract (e.g. a seller has sold the buyer a deficient product, a service provider has provide a low-quality service, an insurer does not agree to pay compensation arising from the insurance contract, an employer does not pay a salary arising from the employment contract).
- 21.2. Insurance cover does not extend to such contractual claims that arise from a security contract (including a contract of suretyship). Insurance cover does not extend to contracts associated with securities or other similar financial instruments. In addition, insurance cover shall not extend to loan contracts, unless these are loan contracts between private persons. Insurance cover does not extend to disputes that arise from collective work organisation or concluding, amending, or terminating collective contracts.
22. Non-contractual disputes. Claims arising from unlawful damage are also covered (e.g. a dog has attacked a person, a vehicle has been damaged due to driving into a pothole, or a neighbour has caused a flood).
23. Property disputes. Protecting the insured person's legal interests in a dispute regarding a movable or an immovable property has been covered (e.g. dispute regarding the right of ownership or the right of use, reclamation of an object from illegal ownership).
24. Vehicle-related disputes. Insurance cover shall be valid in case the insured person was, according to the data of the Estonian traffic register, the vehicle's owner or the authorised user under a leasing contract on the day of the loss event. A vehicle-related dispute could be a dispute regarding the purchase, sale, repair, washing, dry cleaning of the vehicle, etc., or be related to the causing of damage to the vehicle. Insurance cover shall not be valid if:
- 1) an insured person has driven the vehicle without a valid document (meaning that they do not have the right to drive a vehicle of that category or the relevant document or health certificate has expired);
 - 2) an insured person drove the vehicle in a state of intoxication (or consumed an intoxicating substance after the traffic accident occurred and before the police or medical institution could check their state of intoxication) or has left the accident site, thus not performing the requirements of valid legislation or has provided notice of a traffic accident, as required, nor provided help to the injured;
 - 3) at the moment of the loss event, the vehicle did not have motor third party liability insurance or the vehicle was in such technical condition that it should not have been in traffic (e.g. survey not passed, tyres overly worn) or if the insured person has violated the rules regarding the vehicle's overweight or other carriage requirements, or has not paid the road toll, or the vehicle driver has not met the working and resting time requirements;
 - 4) the dispute is related to cargo carried with the vehicle.
25. Immovable property related disputes. The insurance cover

shall cover the insured person's one immovable property listed in the insurance contract, if the insured person was on the day of the insured event the owner or lessee of the immovable property and it was not rented to a third party. Insurance cover extends, for instance, to disputes related to a specific immovable property sales contract, service provision contract (the service must be linked to that immovable property) or lease contract. Insurance cover shall also extend to proprietary disputes and disputes arising from the causing of unlawful damage regarding a particular immovable property.

- 25.1. An immovable property owned by the insured person and rented out or not rented out shall also be covered if it has been indicated in the policy for an additional fee. The insurance cover shall not extend to a commercial building or land that has been rented out. In the case of an immovable property that has been rented out, the cover shall also extend to disputes arising from the lease contract, if the insured person is the lessor (i.e. not a subtenant). If a part of an immovable property (e.g. a floor, room) is rented out, the insurance contract must include the specific physical share which is being rented out. The lease contract must have been concluded for at least thirty days.
- 25.2. Insurance cover shall extend to legal relations associated with the immovable property, which are formed before delivering the immovable property to the insured person (i.e. before the delivery of the property) and which arise from the preliminary purchase contract, reservation contract, and pre-contract negotiations of those transactions. An insured person must be a party of the relevant contract but the immovable property does not need to be listed in the insurance contract separately.
- 25.3. Insurance cover shall not extend to disputes over the designing of a new building or a part thereof, its construction or sales contracts (including reservation contract, preliminary contract, and pre-contractual negotiations).
- 25.4. Insurance cover shall not extend to disputes regarding the building, expansion or rebuilding of the building or a part thereof (including designing, loan and guarantee contracts; for example, if a project has been compiled incorrectly, a new one needs to be drawn up or the foundation of a newly completed building starts to sink or the construction work or materials do not comply with the contractual terms).
- 25.5. If the immovable property is under common ownership, the cover shall extend proportionally to that share that belongs to the insured person's sphere of influence.
26. Insurance cover shall not extend to disputes between co-owners or joint owners (including disputes arising from the disposal, use, or sharing of the immovable property) as well to claims submitted against an apartment or housing association by an association member.
27. Insurance cover shall not extend to disputes arising from converting, sharing, leasing, or giving an immovable property away.

3. SCOPE OF THE INSURANCE COVERAGE

31. The insurance cover shall be valid for loss events that have occurred in the European Economic Area countries.
32. In the event of disputes arising from contracts, the insurance cover shall be valid for loss events that have occurred in the Republic of Estonia and on the condition that Estonian legislation shall be applied to the dispute and it shall be resolved in a court in Estonia.
33. If the dispute arises from an employment contract, the insurance cover shall be valid if a court in Estonia conducts the proceeding.
34. Regardless of the loss event location, the insurance cover shall extend to a dispute arising from the insurance contract in case Estonian legislation is applied to the dispute and the

matter is resolved in an Estonia court.

penalties, compensations or other similar claims collected from the insured person.

4. EXEMPTIONS

- 4.1. The insurance cover does not extend to disputes,
- 4.1.1. caused by an event intentionally caused by the insured person or if the policyholder or insured person knew at the moment of concluding the insurance contract or had to know that the insured event had happened or was about to happen;
 - 4.1.2. caused by war (including civil war), war operation, terror attack or its prevention, natural disaster, catastrophe, nuclear or gene damage, as well as civil unrest, strike, or lockout;
 - 4.1.3. caused by the economic activities of the insured person or related to the insured person's share in businesses, funds, orders, or other associations and their actions in a legal person's management body, audit body, procurator, self-employed person or at some liberal profession (notary, bailiff, advocate, etc.). The insurance cover shall be valid if the property owned by the insured person has been wrongfully damaged or if the insured person has suffered personal damage;
 - 4.1.4. which is related to a claim against ERGO arising from the ERGO legal protection insurance contract;
 - 4.1.5. which is related to family law, right of succession, patent law, copyright, trademark law, intellectual property or industrial property;
 - 4.1.6. which is related to constitutional law, environmental law, or competition law;
 - 4.1.7. which is related to penal law;
 - 4.1.8. which is related to bankruptcy proceedings (i.e. the insured person's bankruptcy proceedings, including events related to its initiation or representing the insured person's interests in another person's bankruptcy proceedings) or reorganisation proceedings;
 - 4.1.9. which is related to administrative or administrative court proceedings (e.g. tax and customs disputes, disputes regarding social welfare services or supports, disputes regarding pension, aids, maintenance allowance or parental benefits);
 - 4.1.10. which is related to occupational diseases;
 - 4.1.11. which is related to an execution proceeding or in which the immovable property or movable have been arrested under a court ruling;
 - 4.1.12. which is discussed by an international court (e.g. the Court of Justice of the European Communities, the European Court of Human Rights);
 - 4.1.13. which is related to gambling or betting;
 - 4.1.14. which is related to the claims against each one another of insured persons insured by the same insurance contract. If the dispute is with some other insured person who is not covered within the same insurance contract, the cover shall be applied;
 - 4.1.15. which is related to claims that have been divested to the insured person for free or for a fee or have been transferred to the insured person in some other way (including inheritance) as well as claims arising from a third party's claim that the insured person submits in their own name;
 - 4.1.16. which is related to the insured person's active participation in competitive sport or training. Competitive sport is an activity, the objective of which is achieving success in a public sports competition (including with vehicles, such as bicycle, motorbike, car); for instance, participating in league competitions, Estonian cup competitions, championships, international competitions, the Olympic Games as well as the trainings for relevant competitions. Competitive sport does not include leisure sports (e.g. leisure races) nor recreational sport. Insurance cover shall not extend to extreme sports either (such as bungee jumping or parachuting).
- 4.2. The insurance shall not cover the compensatory interest,

5. REIMBURSED EXPENSES

- 5.1 In case a loss event is established as an insured event, ERGO shall organise protecting the insured person's legal interests in court and extrajudicially. ERGO shall cover legal aid, procedural, and other required costs established in the insurance contract up to the maximum limit of the sum insured. ERGO shall cover such expenses only if they are justified, reasonable, and verified. ERGO shall not cover legal aid, procedural, and other similar costs beyond what is actually necessary. If the sum of legal aid, procedural, and other similar costs exceeds the sum insured limit, the insured person must pay the relevant part themselves.
- 5.2. ERGO shall cover the following expenses:
- 1) one representative's justified, reasonable, and verified fees in the amount that does not exceed the average level in the legal service provision market. The representative/criminal defence counsel's travel costs shall not be covered if the insured person has chosen their representative from an office outside the work area of the court or institution whose competency includes handling the case in the first instance.
 - 2) legal costs in a civil proceeding (state fee, security, costs of reviewing the case), as well as from extrajudicial costs in civil proceeding, such as the bailiff's fee for securing an action and the costs of such a regulation, the bailiff's fee for delivering the procedural documents, and the costs of the expedited procedure of a payment order;
 - 3) Before the court proceedings, a specialist's opinion for determining the vehicle price in asset or liability insurance case disputes shall be compensated. If the issue is not related to determining the vehicle price in asset or liability insurance disputes, the specialist's opinion must be paid for by the insured person;
 - 4) legal costs that need to be paid to the counterparty pursuant to a decision;
 - 5) costs related to an execution proceeding (e.g. advance payment of enforcement costs or the bailiff's fee). ERGO shall cover the costs of one execution proceeding initiated in the name of the insured person against one obligor or solidary obligors (i.e. enforcement costs required for collecting the debt) in case ERGO has established the case as an insured event before the execution proceeding was initiated;
 - 6) cost that the insured person needs to pay to travel abroad to the location of the court which is conducting the proceeding and back, in case the insured person's attendance is compulsory. ERGO shall cover the costs of bus tickets or, if it is not possible to use a bus, the ticket cost of another comparable means of public transport (e.g. a second class train ticket). If a foreign court is further than 1000 km from the insured person's place of residence, ERGO shall cover the travel costs in the amount of tourist class plane tickets.

6. THE INSURED PERSON AND INSURER'S BEHAVIOUR IN CASE OF A LOSS AND INSURED EVENT

- 6.1. The insured person must do everything reasonable to avoid/reduce/discourage the arising of legal disputes (e.g. if possible, concluding contracts in writing, preferring bank transfers instead of receiving cash or paying in cash, addressing ERGO at the right time and asking for behavioural guidelines).
- 6.2. The insured person must notify ERGO immediately if it could be reasonably presumed that as a consequence of a loss event they would require ERGO's insurance cover.
- 6.3. After the loss event has occurred, the insured person must ask ERGO for behavioural guidelines. ERGO shall give behavioural guidelines only in those areas, to which the

- insurance cover is extended. In addition, the insured person shall have the right to receive on family law, right of succession and penal law disputes.
64. Notifying ERGO of a loss event does not exempt the insured person from obligations taken regarding other insurers (e.g. compulsory motor third party liability insurance).
65. The claim must be submitted to ERGO in a timely manner – without further delay, but no later than ten days before the performance of the required procedural act (e.g. the final deadline of submitting a complaint). If the claim has not been submitted in a timely manner, ERGO shall be exempted (depending on the impact of the violation) from its performance obligation, either partially or fully.
66. The insured person must submit to ERGO all of the proof that ERGO demands, that is required for efficient loss adjustment and must give true and complete oral and written explanations about the circumstances surrounding the loss event. All documents must be submitted to ERGO in Estonian. If the insured person has not submitted the required documents to ERGO by the established deadline or these are not in Estonian or has not notified of the new deadline for the submission of evidence or information, ERGO shall have the right to terminate processing the loss event. If the insured person must have the document translated and that translation is required for the loss adjustment to determine ERGO's obligation and ERGO decides that it is an insured event, ERGO shall compensate the insured person for the translation costs retrospectively if these are justified, reasonable, and verified.
67. After receiving the loss notice, ERGO shall check if:
- 1) the person who has the right to submit a claim pursuant to the loss event is an insured person as well as if the insurance cover is valid and whether the case is an insured event agreed in the insurance contract, to which the insurance cover is extended;
 - 2) the processing of the case enables the insured person wishes to achieve what they are seeking (see Chapter 8 about assessing the performance outlooks).
68. ERGO shall notify the insured person within fourteen days from receiving the loss notice about whether the insurance cover exists and if ERGO shall perform its contractual obligation or not. ERGO shall submit their notification in a format which can be reproduced in writing.
69. If the insured person has not submitted to ERGO all of the details required to check the insurance cover or the claim, ERGO may demand the submission of additional documents within the deadline included in clause 6.8. In such a case, the deadline established in clause 6.8 shall be accounted for from the moment of submitting the additional documents.
610. If ERGO's obligation to perform the insurance contract arises from circumstances determined during a court proceeding, ERGO shall have the right to make a decision regarding paying out the insurance indemnity or the refusal to pay it after such a proceeding has been ceased, terminated, or once the decision has entered into force.
611. If ERGO has decided that it is an insured event and received a relevant authorisation from the insured person, ERGO shall perform the following actions (except collecting evidence) in the name of the insured person, aiming for the best legal solution. The insured person must also authorise ERGO when their case is handled by a representative freely chosen by them. (See Chapter 7 about choosing a representative.)
612. ERGO shall cover justified, reasonable, and verified legal aid, procedural, and other similar costs in the amount established in the insurance contract as soon as the loss event is established as an insured event. Legal aid costs are justified and reasonable if the representing and protection of the insured person is required and the representative's fee complies with the complexity and volume of the insured event and does not exceed the average market price. The costs are unjustified and unreasonable if the hourly price of the work exceeds the average market price or the work hours do not correspond to the volume of the work done, etc.
613. Legal aid, procedural, and other similar costs shall be paid out based on the expense receipts within seven days after receiving the expense receipts. An expense receipt is an invoice, current account statement, copy of a court ruling or regulation that entered into force or some other document which is sufficient to document the legal aid costs.
614. If the insured person has covered legal aid, procedural, or other similar costs themselves before co-ordinating it with ERGO, ERGO shall compensate for such a cost only if the insured person lacked a chance to contact ERGO and the cost had to be paid quickly to reduce further legal aid, procedural or other similar costs or prevent an even greater loss. Such an extraordinary situation may occur in case of non-contractual relations, especially when abroad.
615. ERGO may compensate for the costs partially as well. Partial compensation means that ERGO shall cover the legal aid, procedural, or other similar costs for the interest of the insured person proportionally with the amount of the relevant claim, which falls and does not fall under the insurance cover. If the insured person submits a claim with other persons, ERGO shall only compensate for those costs that are to be covered by the insured person (e.g. percentage of a state fee, of the representative's expenses).
616. If the court or the counterparty has compensated the insured person for legal aid, procedural, or other similar costs that ERGO has already paid to the insured person, the insured person must return these costs to ERGO in the amount of the compensation within seven calendar days from receiving such compensation (i.e. funds received on the account, accepting cash, etc.).
617. ERGO may within its mandate represent the insured person and receive money in their name, which shall be transferred to the insured person within seven days.
618. ERGO shall inform the insured person of the proceedings regarding the insured event and all significant changes during the proceedings. If the insured person's legal interests are protected by a representative, the insured person shall acquire information about the proceedings directly from the representative.
619. The insured person must gain ERGO's consent before any action that could impact ERGO's performance of contractual obligations or is related or could be related to legal aid, procedural or any other similar costs, including transferring the resolving of the insured event to a third party. The consent must be in a format that can be reproduced in writing.
620. The insured person or their representative may not perform or leave unperformed any operations, as a result of which ERGO loses or may lose their right to either full or partial reimbursement of the costs. All actions related to creating legal aid, procedural or any other similar costs, their withdrawal or the recovery thereof must be previously co-ordinated with ERGO in a format that can be reproduced in writing.
621. If reaching a compromise during judicial proceedings includes not recovering legal aid, procedural, or any other similar costs or withdrawing the claim, the insured person must first receive ERGO's consent in a format that can be reproduced in writing. If the insured person reaches a compromise with the counterparty or withdraws the claim regardless of ERGO's refusal, although the prospect of a successful outcome is considerable, they must return to ERGO all of the costs that ERGO has incurred in the interest of the insured person during the course of the proceedings of the insured event.
622. If the insured person does not agree to concluding a compromise with the counterparty, although ERGO thinks that it is not possible to get a better result, ERGO shall have the right to stop further compensation and ERGO shall not be held liable for further costs.
623. The insured person must avoid everything that could lead to an unnecessary increase of costs or could make it harder for the counterparty to compensate for these costs.
624. ERGO shall have the right to partially or fully refuse to pay the compensation and provide the service and demand repayment of the already covered costs if the policyholder or insured person has not performed obligations arising from the insurance contract, including if the insured person has

not forwarded necessary information about the loss event or has forwarded incorrect details. ERGO shall decide whether to refuse to pay the compensation and its scope.

7. THE REPRESENTATION OF AN INSURED PERSON

- 7.1. ERGO shall have the right to represent to the insured person themselves if there is no need to include an advocate. If the need to include an advocate arises, ERGO shall take the insured person's interests into account and appoint an advocate. The insured person shall be obliged to give the necessary authorisation for their representation to the advocate appointed by ERGO.
- 7.2. The insured person may choose the advocate themselves, co-ordinating this with ERGO. If the insured person hires the advocate themselves without co-ordinating this with ERGO in writing, ERGO may refuse to compensate the costs either partially or fully. If the insured person wants an advocate whose fee does not correspond to the price level established in clause 6.12, they must pay for the difference themselves.
- 7.3. The insured person may appoint a person other than an advocate as their representative (e.g. a lawyer) only when agreed upon with ERGO, except in the case of a conflict of interests.
- 7.4. ERGO shall conclude a legal service contract with the representative in the name or in favour of the insured person. The contract could also be concluded by the insured person if this has been previously co-ordinated with ERGO. The invoice for the representative's services shall be issued to the insured person, except in the event that ERGO has concluded a legal services contract in favour of the insured person.
- 7.5. ERGO shall not be held liable for the representative's actions (including meeting the deadlines, knowledge) nor for their behaviour when providing legal aid service to the insured person.
- 7.6. The insured person shall be obliged to authorise the advocate to inform ERGO about legal aid services provided within the insured event. If the representative does not co-operate with ERGO, then ERGO shall be exempted from the obligation to perform the insurance contract, except if ERGO chose the representative itself.
- 7.7. If the insured person does not co-operate with the representative, i.e. fails to come to an agreed meeting with the representative without a justified reason, does not submit documents to the representative at the prescribed time and fails provide reasons for their failure to submit them, or if the representative refuses to represent the insured person due to a reason arising from the insured person (e.g. does not co-operate in some other way, behaves impolitely), ERGO shall have the right to refuse further payment of the insurance indemnity and demand the repayment of already compensated costs.
- 7.8. If it has been verified that the representative does not co-operate with the insured person, the insured person may change their representative upon an agreement with ERGO.

8. PROCEDURE FOR EVALUATING THE LEGAL AID'S PERFORMANCE OUTLOOKS OR MALICIOUSNESS AND GIVING AN EXPERT OPINION

- 8.1. Hearing a case is justified only if the case is estimated to be successful. Evaluating the performance outlook and maliciousness is the responsibility of ERGO, during which the justification for the claim and the performance outlooks for legal aid are determined. The justification for the claim and the performance outlooks for legal aid main refer to whether the insured person has a legal basis to submit a claim against the counterparty or to protect themselves and there is also proof supporting the legal basis or a possibility to collect them. If the claim is not justified, there is no legal basis, or the claim cannot be verified, it can be deduced that there is no performance outlook for legal aid and there shall be no performance obligation for ERGO arising from the

insurance contract. ERGO shall not predict a possible decision, instead evaluating the performance outlook for legal aid based on the existing proof and legal possibilities.

82. If the case lacks a performance outlook for legal aid, ERGO shall explain this circumstance to the insured person and the case shall not be processed. If only a part of the insured event claim has legal aid performance outlooks, ERGO shall explain to the insured person what the insured person could achieve with the claim.
83. ERGO shall have the right to demand documents and information required for the efficient resolution of the insured event during the procedure and evaluate the legal aid performance outlooks and maliciousness at any time, including after issuing insurance cover to the event (e.g. upon submitting a statement of claim or an appeal). The insured person shall be obliged to immediately forward to ERGO documents, evidence, and other information that they have received during the procedure.
84. If the insured person acquires new evidence after ERGO has terminated the procedure or new circumstances occur, thanks to which the legal aid performance outlook improves or emerges, the insured person may submit a new claim and ERGO shall decide whether to compensate further costs. If the case has reached the court, this condition shall only be valid if new evidence can be acquired via the court (this means that the insured person has not maliciously failed to submit the evidence).
85. If ERGO refuses to perform the contract pursuant to the lack of legal aid performance outlooks or the insured person's maliciousness and the insured person does not agree with this, they can initiate a proceeding for the performance of an expert evaluation. For this purpose, the insured person must, within fourteen days from receiving a refusal decision, notify ERGO of the desire to initiate a proceeding and give their expert's (i.e. advocate) name and contact details. After the insured person has appointed their expert, ERGO shall appoint their own within fourteen days.
 - 8.5.1. The experts must be impartial (meaning they cannot be, either personally or through their agency, related to the case's previous proceedings) and must hear the case in good faith.
 - 8.5.2. After appointing the experts, ERGO shall forward to the experts all information and materials regarding the insured event, which ERGO is aware of.
 - 8.5.3. If the experts reach a joint decision, this decision shall be obligatory to both ERGO and the insured person. This means that if the experts decide that legal aid could be successful, ERGO must perform its obligations.
 - 8.5.4. In case the experts decide that the refusal decision made by ERGO is correct or if the experts cannot reach a mutual decision within two weeks of receiving the materials delivered to them to make the decision, the insured person shall have the right to initiate judicial proceedings against a third involved party at their own expense. If the experts are unable to reach a mutual decision, both of the experts must submit their evaluation to both ERGO and the insured person within four weeks from the date when the experts received the materials required to make the decision.
 - 8.5.5. The costs of the expert evaluation shall be covered by ERGO or the insured person, depending on the success or failure of the proceedings. The costs of one party's representative who participated in the proceedings shall be compensated. If the representatives are unable to reach a mutual decision, both of the parties shall cover the costs of their own representative.
 - 8.5.6. If the insured person has initiated judicial proceedings themselves and reached a positive court ruling (i.e. their action or application has been fully satisfied or the claims against them have not been satisfied), ERGO shall compensate them for all justified and reasonable legal aid, procedural, and other similar costs retroactively, after the decision has entered into force, pursuant to these terms and conditions. ERGO shall compensate these costs

only if the insured person has used the right established in this chapter and initiated a procedure to obtain an expert evaluation. The costs associated with providing an expert evaluation shall also be compensated for retroactively.

9. CONFLICT OF INTEREST

- 9.1. If a conflict of interest arises within one and the same insured event (see clause 1.16), then ERGO shall be obliged to immediately inform the insured person when they find out about the situation or should have found out about it. In case a conflict of interest arises during later proceedings due to reasons independent of ERGO, the insured person shall have the right to choose their representative at the first chance upon finding out about the conflict of interest.
- 9.2. In the event of a conflict of interest, the insured person shall be obliged to notify ERGO about the occurrence of a loss event and forward required information to check the terms and conditions established in clause 6.7 (1). In the event of a conflict of interest, ERGO shall not evaluate the legal aid's performance outlooks.
- 9.3. If ERGO has considered a loss event to be an insured event, the insured person must in the event of a conflict of interest notify ERGO of their representative's name and contact details and inform ERGO about authorising the representative.
- 9.4. In the event of a conflict of interest, the insured person may choose as their representative an advocate or some other properly qualified person (e.g. lawyer).

10. TRANSFER OF CLAIMS

- 10.1. In the event of the insured person's death, the right to receive an insurance indemnity shall be transferred to their successor, if the right of a compensation emerged before the insured person's death.
- 10.2. If the insured person's death has been caused by an event covered by the Legal Protection Insurance, the insurance cover for collecting the claim shall extend to their successors.

This is a translation of the original terms and conditions in Estonian, which take precedence should there be any differences between the original and the translation.