

ERGO Insurance SE

# General Terms and Conditions of ERGO Insurance Services

Unocial translation. In case of differences in interpretation of following document,  
the Estonian text will be regarded as the original.



Dear Customer!

In the general terms and conditions of ERGO insurance services we explain the general principles that will guide us in providing you with the service.

In addition to these general terms and conditions, the terms and conditions for each of our services also apply. All terms and conditions are always available on our website: [www.ergo.ee](http://www.ergo.ee).

The terms and conditions that apply to a particular service are indicated on the insurance policy.

Please take the time to read the terms and conditions of insurance carefully. For questions, please contact us at [info@ergo.ee](mailto:info@ergo.ee).

We are always happy to help you.

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## 1. Terms used

- **Insurer** is ERGO Insurance SE, registry code 10017013, address Veskiposti 2/1, 10138 Tallinn, Eesti (hereinafter also We).
- **Customer** is any person who uses or wishes to use our service, including the policyholder, the insured person, the injured person, the beneficiary and persons equivalent to policyholders (hereinafter also You).
- **Policyholder** is the person who has entered into an insurance contract (hereinafter also You).
- **Insured** person is the person the risk or interests related to whom are insured.
- **Beneficiary** is 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 (excluding liability insurance).
- **Terms and conditions of the service** are the insurance terms and conditions that we apply to the relevant service (e.g. the terms and conditions of home insurance, vehicle insurance, liability insurance, legal expenses insurance, etc.). All insurance terms and conditions can always be found on our website: [www.ergo.ee](http://www.ergo.ee).

### Clarification

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

- **Insurance period** is the period stated on the insurance policy for which we are liable for the insured event that occurred during this period. Also, the insurance period is the period of time based on which we calculate insurance premiums. The insurance period is, as a general rule, one year for both indefinite and fixed-term insurance contracts, unless we have agreed otherwise in the insurance contract.
- **Insurance contract** is a mutual agreement between us. In the event of an insured event, we undertake to indemnify the damages incurred due to the insured event or pay an agreed upon amount of money or fulfil the contract in another agreed upon manner. You undertake to pay insurance premiums. The documents of the insurance contract include, for instance, the policy, the general terms and conditions of insurance contracts, the terms and conditions of the chosen insurance type, and other documents referred to in the insurance contract.
- **Offer** is our written proposal to enter into the insurance contract under the terms specified in the offer.
- **Policy** or insurance policy is an insurance contract document that lists or refers to all that we have agreed with you.
- **Payment notice-invoice** is a notice we send to you reminding you of the due date for payment of the insurance premium.
- **Insured event** is the event indicated in the terms and conditions of the insurance service and on the insurance policy, where we have the obligation to pay the insurance indemnity or to perform any other act that we have agreed to in the insurance contract.
- **Deductible** is the amount or other value agreed upon in the insurance contract (e.g. period, percentage of damages) by which we reduce the insurance indemnity payable. We apply deductible to every insured event, unless agreed otherwise.

## 2. Principles we will follow if there are inconsistencies between the general terms and conditions of insurance services and the terms and conditions of the service

If these general terms and conditions of insurance services and the terms and conditions of the service are inconsistent, the wording of the terms and conditions of the relevant class of insurance prevails. If the terms and conditions of the insurance service and the risk or special terms and conditions are inconsistent, the wording of the risk or special terms and conditions will prevail.

### Clarification

Inconsistency means, for example, a situation where the same term is formulated differently in different insurance conditions

## 3. How we consider your insurance interest and insurance needs into

- 3.1. We want the service and insurance cover provided to meet your **insurable interest and needs**. We will identify your insurable interest and needs and recommend to you the most appropriate service and provide explanations so that you can make an informed decision on the conclusion of the insurance contract.

### Clarification

If, as a result of an insured event, you may suffer any loss: damage to an asset, loss of someone close to you, damage to another person, etc., then that means that you have an **insurable** interest. For example, every person has an interest in insuring their life and health, every owner of a vehicle or a building has an interest in insuring the risks related to their property. A third party with an insurable interest may also be the policyholder, if they wish to enter into an insurance contract for the benefit of their close person.

**Customer's needs** reflect your wish to insure yourself or your property against a specific insurance risk under certain conditions (e.g. the choice of insurance territory, deductible and duration of the insurance contract). When entering into a contract, we will advise you to identify your needs.

In identifying the insurable interest and needs, we use the information you provide to us as an input on why you want to enter into an insurance contract, what you want to insure and what events you want compensation for.

- 3.2. If you have no insurable interest, we have the right to refuse to enter into a contract. If your lack of insurable interest becomes clear during the processing of the insured event and the person who has the actual insurable interest does not agree that you or the person specified in the contract receive the indemnity, we are released from the obligation to pay the insurance indemnity.

#### Clarification

Insurable interest is the basis for insurance. The insurance contract will in particular protect the person who suffers loss or who may suffer loss or damage in connection with the insured event. The law provides that in the absence of an insurable interest, the insurer is entitled to refuse to pay the indemnity.

## 4. What is the term of the insurance contract

- 4.1. An insurance contract may be both fixed-term and indefinite. A fixed-term insurance contract will be valid until the agreed term. An indefinite insurance contract will remain valid until cancellation. As a general rule, the insurance period for both fixed-term and indefinite contracts is 1 year (there might be exceptions, for example short-term travel or traffic insurance, in which case the insurance period is shorter).

#### Clarification

Whether the insurance contract is fixed-term or indefinite, is indicated on the insurance policy.

- 4.2. A fixed-term insurance contract is deemed to have been renewed for the next insurance period if we have submitted a new proposal to you as the policyholder (for example, forwarded a new policy and a payment notice-invoice) and you have accepted it.
- 4.3. A request to amend or terminate an indefinite insurance contract must be notified in advance to the other party at least one month before the end of the insurance period, unless we have agreed otherwise in the insurance contract. If the other party disagrees with the proposed amendment to the insurance contract, the party has the right to cancel the insurance contract.

#### Clarification

You as well as we have the right to cancel an indefinite insurance contract by the end of each ongoing insurance period. We and you will also be able to make changes to the insurance contract by notifying the other party one month in advance. If the amendment is not accepted, the other party has the right to terminate the insurance contract.

## 5. When do we consider an insurance contract to be concluded

- 5.1. We consider the insurance contract to have been concluded once you have received and accepted our offer. Depending on the insurance service, consent may be given in different ways, e.g. if you have met one of the following conditions:
  - 5.1.1. paid us the first insurance premium;
  - 5.1.2. confirmed the conclusion of the insurance contract with a notice (e.g. e-mail, telephone, video call, etc.) or a signed insurance offer or policy.

#### Clarification

Depending on the insurance service, entering into an insurance contract can take place in very different ways. To enter into an insurance contract, it is necessary that you accept the insurance contract. The most common way of accepting is to pay the insurance premium. The terms and conditions or the policy of the service may include a description on when we consider the insurance contract to have been concluded for that specific service, as well as the terms and conditions of the entry into force of the insurance cover.

- 5.2. As proof of the conclusion of the insurance contract, we will issue a policy to you.
- 5.3. Before issuing an insurance offer, we may, if you so wish, provide you with a payment calculation designed to inform you of the estimated amount of the insurance premium.

#### Clarification

We would like to draw your attention to the fact that the payment calculation is not a binding insurance offer. We are not bound by the insurance payment in the payment calculation. The purpose of this is only to inform you of the estimated amount of the insurance premium.

- 5.4. In accordance with the principle of freedom of contract, we have the right, in the case of voluntary insurance, to decide with whom and under what terms and conditions we enter into or refuse to enter into an insurance contract.

#### Clarification

A voluntary insurance contract is a contract for which the obligation to conclude it does not arise from the law. Compulsory insurance is, for example, motor third party liability insurance and compulsory occupational insurance. 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. We may, for example, refuse to enter into an insurance contract in case of increased risk.

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

- 6.1. When determining an insurance premium, we usually take into account the sum insured, deductible, duration of the insurance period, risk associated with you, claims statistics and other circumstances affecting the insurance risk.

#### Clarification

In accordance with the principle of freedom of contract, when entering into an insurance contract, we have the right to decide on the terms and conditions under which we enter into an insurance contract. Correct assessment of insurance risk is an important activity for us as an insurer. Personal data processing principles ([www.ergo.ee](http://www.ergo.ee)) explain the purposes of the processing of personal data in the risk assessment.

- 6.2. It is your responsibility to pay us the insurance premium by the agreed deadline.

#### Clarification

The insurance premium is deemed as paid when the corresponding amount is received in our bank account or the moment when you pay it to our representative in cash or with a bank card.

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

#### Clarification

Under the Law of Obligations Act, an insurer is presumed to have withdrawn from the contract if it does not file an action for the recovery of the insurance premium within three months of the payment becoming due.

- 6.4. If you do not pay the second or any of the following insurance premiums by the due date, we will set you a new due date in at least two weeks, and, if a building is insured, a new due date in at least one month. If you do not pay the insurance premium by the new due date, we will consider the insurance contract to be cancelled. If an insured event occurs after the expiry of the new due date and you have not paid the payment by then, we will be released from our obligation.

#### Clarification

We will send you a payment notice to pay the insurance premium. If the payment is not paid, we will send you a new notice setting an additional deadline.

- 6.5. If you pay an insurance premium and you have any arrears, we will cover the first arrears incurred. We also have the right to deduct the amount you owe us from the insurance indemnity.

#### Clarification

Under the Law of Obligations Act, this also applies if we have an obligation to pay insurance indemnity to a third party and not to you as the policyholder.

## 7. How do we identify your identity and your right of representation

- 7.1. Before we make a transaction, we want to verify your identity. If we have any doubt as to your identity or the authenticity of the documents presented, we have the right not to do the transaction or to request additional documents.

#### Clarification

One of the purposes of identifying your identity is to ensure that your data as a customer is protected, i.e. we want to prevent unauthorised persons from accessing your data. The principles of processing of personal data are further explained in our personal data processing principles ([www.ergo.ee](http://www.ergo.ee)).

Depending on the sales channel, the ways in which you are identified are different. For example, in the self-service environment, person identification occurs when you log on to the self-service environment. In the office, the customer service representative asks you for an identity document. When communicating by phone, the customer service representative asks 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.

#### Clarification

According to the law, persons up to 18 years of age have restricted active legal capacity. The active legal capacity, i.e. the right to carry out transactions, can be exercised by the natural person from the age of 18.

7.3. If you want to enter into an insurance contract or perform other activities through a representative, please keep in mind that we accept only digitally signed or notarised authorisation documents. If you are represented by an insurance broker, we assume that the insurance broker has the right to represent you.

#### Clarification

When submitting an authorisation document, please keep in mind that we want to make a legal assessment of the content of the authorisation document before making a transaction. Therefore, the transaction may take an additional time to complete.

## 8. Who do we consider to be persons equivalent to the policyholder

8.1. When entering into an insurance contract, please keep in mind that the following persons are treated as persons equivalent to you in the performance of the obligations (excl. payment of the insurance premium) arising from the insurance contract:

8.1.1. the insured person;

8.1.2. family members living together with the insured person or policyholder and other persons in legal possession of the insured object (e.g. vehicle, building);

8.1.3. persons working for the policyholder and the persons whom the policyholder deploys in their economic activities or upon performing their obligations.

8.2. If you are a policyholder in an insurance contract, you are obliged to explain to the above parties the obligations of the policyholder arising from the insurance contract. If the above persons do not comply with the insurance contract, you are deemed to have failed to comply with the contract.

#### Clarification

Please keep in mind that we expect the same level of care and prudence from the persons considered equivalent to the policyholder as we expect from the policyholder. They are also required to comply with all safety requirements arising from existing legislation, regulations, instructions, etc., as well as the safety requirements specified in the insurance contract. For example: the obligation to activate the surveillance system, to ensure fire safety, not to increase insurance risk. If the person considered equivalent to the policyholder has failed to fulfil the above obligations, we have the right to refuse to pay the insurance indemnity. The indemnity can be reduced to the extent to which the infringement affected the occurrence or the extent of loss or damage.

## 9. How do we appoint a beneficiary

9.1. You, as the policyholder, have the right to appoint a beneficiary (not applicable for liability insurance), i.e. the person to whom we will pay insurance indemnity in the case of an insured event. In the cases provided for by law, the appointment of a beneficiary is mandatory.

#### Clarification

If the land under the building is encumbered with a mortgage, the mortgagee must be appointed as the beneficiary. When entering into an insurance contract, you are obliged to inform us of the encumbrance with the mortgage on the land on which the building stands. Also, in the case of vehicle leasing, the lessor is required to be designated as a beneficiary in the insurance contract.

9.2. The beneficiary is not appointed when entering into a liability insurance contract.

#### Clarification

In the case of liability insurance, the beneficiary is not appointed because we will compensate the damage caused to the third party and therefore we will pay the indemnity to you as the person whose risk was insured. In the case of compulsory liability insurance (e.g. notary's professional insurance), we also have the right to pay indemnity directly to the person to whom the damage was caused.

## 10. What information and messages do we provide to you

- 10.1. During the period of validity of the insurance contract, we will provide you, as a policyholder, with notices related to the performance of the contract (such as insurance cover explanations, payment notice-invoices, answers to your requests, etc.). We will forward all notices, statements, or other information related to the contract to the contact address you have provided, such as your e-mail address. We refer to the contact information you have recently provided, including correcting your contact information in our information system based on the latest information.

### Clarification

We act based on the principle that the customer's most recently submitted contact information is correct. We will forward all notices related to the contract to the contact address you have provided and we always prefer to communicate by e-mail. If we do not know your e-mail address, we will send notices to your postal address.

- 10.2. During the validity of the insurance contract, we will also provide you with marketing messages, including our best offers for additional services, unless you have opted out of receiving the relevant notices.

### Clarification

We act based on the principle that there is a legitimate interest in sending marketing messages to you as our customer. When we first collect your electronic contact information, we give you the option to opt out of receiving marketing information. You can always look at and change the consent given to us in the self-service (my data). We also want you to let us know when your contact information has changed. You can also easily change your contact data in our e-office.

- 10.3. We will continue to provide you with our best offers and marketing messages even after the insurance contract expires, if you have given a separate consent.

### Clarification

We follow the principle laid down by law that after the insurance contract has expired, marketing messages may be sent to the customer only if the customer has given a separate consent. You can always look at and change the consent given to us in the self-service (my data).

## 11. What information do we expect from you

- 11.1. When you enter into a contract, you must inform us of any material and insurance risk related circumstances known to you which may have an impact on our decision as an insurer to enter into a contract or to do so under other agreed terms and conditions. In particular, the circumstances that we are asking you when you enter into a contract, are important.

### Clarification

Under the insurance contract, we will take over the risks that are otherwise yours to bear. It is therefore important that we are equally informed of the material risk circumstances. Under the law, it is assumed that material are the circumstances we have asked you, when we enter into a contract. Other information on risk circumstances (e.g. non-permanent residence in the building, which means higher than usual risk of destruction of the building as a result of vandalising or arson, etc.) should also be considered material.

- 11.2. During the period of validity of the insurance contract, you must inform us immediately of;

11.2.1. the increase in insurance risk;

### Clarification

What is considered an increase in insurance risk for a particular service depends on what information you were asked to provide when you entered into an insurance contract.

11.2.2. a change in the material circumstances agreed in the contract;

11.2.3. the disposal of the insured vehicle or building (e.g. sale, gift);

### Clarification

You should let us know about the sale of the insured vehicle or building before you enter into a purchase-sale agreement. In this case, the insurance contract can be terminated before the item is sold and you can get reimbursement of the premium paid in advance. Please bear in mind that, in the case of a sale of an insured item, the insurance contract will be transferred to the new owner (in the case of vehicle insurance, from the transfer of ownership under the purchase-sale agreement; in the case of motor third party liability insurance, from the transfer of ownership of the vehicle in the Transport Administration or from the change of the authorised user and, in the case of sale of the immovable property, from the entry in the land register).

11.2.4. the establishment of a mortgage on immovable property if the insurable item is an integral part of that immovable property;

#### Clarification

Typically, a mortgage is established on the land on which the building stands when a loan agreement is entered into with a bank or any other person. This may also occur during the insurance period. This is the fact that we must be informed immediately. After receiving the notification, we make a change in the ERGO insurance contract by appointing the mortgagee as a beneficiary. We will also inform the mortgagee about this.

11.2.5. other material circumstances affecting insurance risk (e.g. liquidation or bankruptcy of a business policyholder).

## 12. What rights do we have if you have violated your notification obligation

If you have not informed us of the material circumstances or have given us incorrect information at the time of entering into an insurance contract, we may either increase the insurance premium or withdraw from the contract within one month after we have learned of your breach to comply with the notification obligation.

#### Clarification

The law provides that in the case of the breach of the notification obligation (including increased insurance risk), an insurer is entitled either to increase the insurance premium or to exceptionally cancel the insurance contract, respectively. We will make this decision based on whether or not the continuation of the insurance contract is reasonably possible (for example, you provided us with information that it is a residential building, but it later became evident that it was a building used for wood processing).

## 13. How do we handle invoicing

13.1. We will send you a payment notice-invoice to pay the insurance premium. The payment notice includes the due date, our bank account number and the reference number. We will send the payment notice on paper or electronically.

#### Clarification

Please note that you are obliged to pay the insurance premium by the due date, regardless of whether you have received the payment notice or not. We recommend you to enter into a standing order agreement to pay your invoices.

13.2. If you have paid the insurance premium incorrectly and we are unable to decide, based on the information available, for which insurance contract the payment has received, we will consider that the insurance premium is unpaid as long as we are not able to determine for which insurance contract the premium has been paid.

13.3. If you pay less than you should, we will contact you.

#### Clarification

For example, we will call you or send you a reminder with an e-mail or SMS. The insurance premium will be deemed to have been received only after the full amount prescribed has been received.

13.4. If you pay more than prescribed, we will refund you the surplus or leave it as advanced payment.

## 14. How is it possible to terminate an insurance contract

14.1. In the cases provided for by law, both we and you have the right to terminate the insurance contract early.

#### Clarification

Please bear in mind that an insurance contract is a contract like any other. This means that it is valid until the agreed deadline. Early termination of the contract is possible if there is any extraordinary reason for doing so (e.g. a wish to dispose of the item, expiry of the insurable interest, substantial breach of the contract by the other party). Otherwise, the early termination of the insurance contract is not justified.

14.2. You have the right to cancel an insurance contract:

14.2.1. if you want to dispose of (sale, gift) the insured item (e.g. vehicle, building, equipment, ship);

14.2.2. your insurable interest has expired (e.g. change in the area of application of a vehicle or a building, change in possession of the item, termination of the contract for use, etc.);

14.2.3. after the occurrence of the insured event.

#### Clarification

After the occurrence of the insured event, you have the right to cancel the insurance contract (within one month of the decision) without substantiating your position. The corresponding right arises from the law. We have the same right.



14.3. We have the right to cancel the insurance contract:

14.3.1. if you have substantially breached the insurance contract;

**Clarification**

For example, we consider the following as substantial breach: failure to notify of the circumstances of the change in insurance risk, presenting incorrect information of the circumstances of the insured event, non-payment of the insurance premium.

14.3.2. after an increase in insurance risk;

**Example:**

We have made a referral to you to eliminate the hazardous situation in the electrical installation or heating system, etc., but you have not performed it within the agreed deadline. Also, if, for example, during the insurance period, the area of activity changes at the place of insurance (ATS is switched off, construction works are started, etc.).

14.3.3. after the occurrence of the insured event.

**Clarification**

According to the law, the insurer has the right to cancel the insurance contract after the occurrence of the insured event within one month of the identification of the insured event. The corresponding right arises from the law. You have the same right.

14.4. Any request to amend or terminate an indefinite insurance contract must be notified in advance to the other party at least one month before the end of the annual insurance period.

## 15. What are the principles of indemnity

15.1. We will only be obliged to pay indemnity if the insured event has been described in the insurance contract.

**Clarification**

We have explained in the terms and conditions of each insurance service (e.g. home insurance, travel insurance, etc.) which events are considered to be insured events.

15.2. General exclusions apply to all the services we provide (see p. 16). These are general situations to which our insurance cover does not extend. We will also not pay insurance indemnity if you, as a policyholder, or a person equivalent to you have failed to fulfil an obligation provided for in the contract (see p. 17).

**Clarification**

The terms and conditions of the insurance service (e.g. home insurance, travel insurance, etc.) may specify or supplement situations which we consider exclusions or when we do not pay insurance indemnity.

15.3. We will pay the insurance indemnity immediately but no later than 10 working days after receiving all the necessary information and evidence concerning the insured event.

15.4. Depending on the insurance service, we have the right to choose the method of compensation (e.g. financial compensation or recovery). We will transfer monetary insurance indemnity only to your bank account, i.e. we do not offer cash settlement.

15.5. If we have agreed in the insurance contract to apply the deductible, we shall deduct the deductible after other deductions.

## 16. In which cases insurance cover does not apply (general exclusions)

16.1. Unless we have agreed otherwise in the insurance contract, the following events are not insured events and/or we will not compensate any losses or damages caused or increased as a result of the following events:

16.1.1. loss or damage caused by nuclear weapons, nuclear energy, solar storms, electromagnetic radiation, radioactivity or any other similar reason (incl. damages incurred due to interruptions in energy supply, water, gas, heating or telecommunications systems arising from these reasons), or increased damage or loss of income as a result;

16.1.2. loss or damage caused by the development, testing, using and handling of a chemical, biological, biochemical, electromagnetic or any other type of weapon of mass destruction;

16.1.3. the occurrence of loss or damage, the impact on the level of loss or damage and/or loss of income, directly or indirectly caused by an outbreak of an infectious disease, an epidemic or a pandemic, as well as measures taken to prevent an outbreak of an infectious disease, an epidemic or a pandemic (including restrictions imposed) and/or disturbances resulting from the above causes in the normal activities of the policyholder or an equivalent person to the policyholder;

- 16.1.4. loss or damage caused by war, civil war, invasion, civil unrest, coup d'état, strike, interruption of work, state of emergency, terrorism, revolt, mass disorder, expropriation or other similar reason;
- 16.1.5. loss or damage that has occurred or may occur as a result of a declaration of emergency situation;
- 16.1.6. loss of income, purely economic loss or non-material loss or damage related to the insured event;
- 16.1.7. loss or damage caused by earthquakes, movement of ground or landslides;
- 16.1.8. loss or damage related to data corruption (including communication, advisory, court, legal advisory, PR costs, costs caused by data corruption or services related to it), except when it resulted in bodily injury, health damage, death of a person or direct monetary loss due to damage or destruction of the property (electronic data is not considered property);
- 16.1.9. loss or damage related to electronic data, including damages arising from any impossibility of use of electronic data, decrease in functionality, repair, replacement, restoration, copying, disappearance, damage, spoilage, lack of access, impossibility of operating or theft. Electronic data are information or applications that are stored, created or used by software, including system and application software, hard discs, CD-ROMs, drives, data processing devices or other data media that are used with electronic devices;
- 16.1.10 loss or damage caused by a cyber incident, including expenditure on any measures used to take control of the cyber incident, prevent or eliminate its impact and consequences, as well as loss or damage related to bodily injury, health damage or death to persons and loss or damage to machinery, equipment and other systems operated partly or wholly by electronic devices resulting, directly or indirectly, from a cyber incident. Cyber incident is an event or series of events occurring in a computer, network or information system, or threat or fraud that disturbs, compromises or damages the security, use or performance of the system or access thereof.

Inter alia, we consider the following events to be a cyber incident:

- intentional or unintentional attack, including various denial-of-service attacks against the information system, the computer network or parts thereof;
- incidents occurring due to malware (viruses, worms, ransomware, backdoors, etc.);
- programming error or modification of existing software by an unauthorized person;
- any intentional or unintentional and fully or partially unplanned interruption of a computer, network or information system, which is not caused by external physical force or material damage but which affects, in part or in full, access to electronic data and/or computer, network or information systems;
- any other incident which, according to legislation or experts, is considered to be a cyber incident, including an unclear incident caused by a cyber threat that is not directly excluded by insurance conditions.

#### Clarification

All of the situations mentioned above are those which insurers do not consider to be risks that can be reasonably insured, either because of uncontrolled spread and/or because of the very high degree of exposure. The general exclusions applied by insurers for different services are also explained on the website of the Estonian Insurance Association.

We apply all of the above exclusions to all our services, unless specifically agreed under the terms and conditions of the service.

- 16.2. We also do not compensate for the part of the loss or damage in respect of which you are entitled for refund of VAT or other taxes from the State.

## 17. What are the other situations when we do not pay indemnity (violations)

- 17.1. We will not pay insurance indemnity, either in part or in full, if:
  - 17.1.1. you, as a policyholder, or a person equivalent to you (see p. 8) have failed to meet at least one of the obligations specified in the insurance contract and the failure to perform the obligation has an impact on the identification of the insured event and/or on the insurer's performance obligation;
  - 17.1.2. 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 due date for payment of the insurance premium;
  - 17.1.3. the insured event has occurred because of the gross negligence or intent of you as a policyholder, or of a person equivalent to you or of an insured person;
  - 17.1.4. the insured event was caused by the activity of you or a person equivalent to you while intoxicated by alcohol, or while being under the influence of drugs or other psychotropic substances;

- 17.1.5. you or a person equivalent to you have misled or tried to mislead us as to the circumstances or amount of the loss or damage or have tried to deceive us in any other way as to the circumstances of the insurance contract or its performance;
  - 17.1.6. you, as a policyholder, insured person or beneficiary have used the insured object to commit a crime, contribute to a crime or conceal a crime and for these reasons have caused damage to the named object, or if the insured event has occurred when the policyholder, insured person or beneficiary have committed or have attempted to commit a crime.
- 17.2. We will decide on the extent of the release from the performance of the insurance contract on the basis of specific circumstances.

#### Clarification

All situations mentioned above are those which, for the purposes of law, are regarded as breaches in the performance of contractual obligations. In case of the breach of the contract, the insurer is entitled to use the means provided by law (so-called legal remedies). One of the legal remedies is the refusal to comply with its contractual obligation. The situations in which the insurer is entitled to refuse compensation for different services are also explained on the website of the Estonian Insurance Association (best practice).

We apply these principles to all our services, unless specifically agreed under the terms and conditions of the service.

## 18. What does the transferring of the right of action mean

- 18.1. The claim, which you, as a policyholder, or insured person, have against a third party, will be transferred to us to the extent of the damage to be compensated. Also, in the case of property insurance, you must hand over to us a damaged item, which we have fully reimbursed.

#### Example:

If we have compensated you for the loss or damage caused by the neighbour of the upper floor apartment (e.g. water damage), we have the right to file a claim against your neighbour after the payment of the compensation. If we have compensated you for the pre-incident value of the broken TV, we have the right to take over the broken TV from you.

- 18.2. If you, as a policyholder, a beneficiary or an insured person waive your claim against a third party or waive the right that guarantees it, we will be relieved of our obligation to the extent that you have waived your claim or right.
- 18.3. If you, as a policyholder, have a claim against your ascendant or descendant relative or spouse, as well as against another family member living with you, we have the right of action only to the extent that the liability of the responsible person is insured.
- 18.4. In order to be able to process the claim, you must hand over to us all the supporting evidence and other documents in your possession.
- 18.5. In the event of the death of a natural person, the right to receive insurance indemnity will be transferred to his or her successors if the right to receive indemnity arose before the death of the entitled person.

## 19. When will the claims arising from the insurance contract expire

- 19.1. The limitation period for claims arising from the insurance contract is three years. The limitation period will start at the end of the calendar year in which the claim becomes recoverable.
- 19.2. If we have notified you in writing of the non-payment of losses or damages or of the reduction of indemnity, we will be relieved of our obligation if you or the person entitled to receive the insurance indemnity fails to file an action before the court within one year of receiving the decision not to compensate or to reduce indemnity from us and if we have informed you in our response of the legal consequence of the expiry of the one-year limitation period.

#### Clarification

Limitation periods are provided by law. The limitation period means that the obliged person has the right to refuse to fulfil its obligation when the limitation period has expired.

Depending on the type of insurance, the insurance contract may explicitly state the period for the submission of claims arising from the insurance cover (e.g. liability insurance).

## 20. Application of international sanctions

- 20.1. When entering into and performing an insurance contract, we apply international sanctions, incl. financial sanctions. As an international sanction, we consider 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.

#### Clarification

A financial sanction is an international sanction to prevent the use and disposal, in whole or in part, of the funds and economic resources of customers (i.e. those subject to financial sanction).

- 20.2. We do not offer insurance cover for any risks, nor do we compensate for any damages or claims that would be insured or reimbursed in contravention of 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.

## 21. How do we process your personal information

We will process the data of you as a policyholder, a beneficiary and an insured person in accordance with the principles of processing personal data published on our website [www.ergo.ee](http://www.ergo.ee).

In the principles of processing personal data, we provide you with all the information that must be provided under the law and the European Union General Data Protection Regulation.

## 22. How do we use foreign language documents

- 22.1. We can add a translation into a foreign language to the documents of the Estonian language insurance contract for the sake of clarity.

#### Clarification

The translation has an explanatory meaning only. In case of inconsistency between the translation and the Estonian language document, the Estonian language document prevails.

- 22.2. If it has been agreed that a foreign language document (international clauses, etc.) is part of an insurance contract, a translation of that document into Estonian will be added to the contract.

#### Clarification

In the above case, the text of the document in a foreign language prevails.

- 22.3. In agreement with the customer, an insurance contract may be entered into in a foreign language if this is necessary due to the nature of the particular service (e.g. insurance of insurance risks for multinational companies).

## 23. How can you submit a complaint to us

- 23.1. You have the right to submit a complaint about our activities using our official contact channels and means of communication (e-mail, phone, office).
- 23.2. We will provide feedback about the acceptance of the complaint within one working day.
- 23.3. We will respond to your complaint within five working days. If the complaint cannot be resolved within this time frame, we will inform you of the reason for the prolongation of the procedure and of the new term for replying.
- 23.4. Further information on the handling of customer complaints is available on our website at [www.ergo.ee](http://www.ergo.ee).

## 24. How to settle disputes

- 24.1. You have the right to address the dispute that has arisen with us to the Insurance Conciliation Body at the Estonian Insurance Association. Before the conciliation procedure, the claim in the disputed matter must be submitted to the insurer and the insurer must be provided with an opportunity to reply to the claim. If you are not satisfied with our response, you can contact the Insurance Conciliation Body. Additional information is available on the Estonian Insurance Association's website at [www.eksl.ee](http://www.eksl.ee).
- 24.2. Any disputes arising from insurance contracts, including disputes concerning which no agreement has been reached at the Insurance Conciliation Body, are settled in the Harju County Court.
- 24.3. This insurance contract is governed by Estonian law.
- 24.4. You have the right to file a complaint about our activities also to the Financial Supervision Authority (Sakala 4, 15030 Tallinn, [info@fi.ee](mailto:info@fi.ee)).