

ALL-RISKS INSURANCE CONDITIONS

ALL RISKS

KT.0785.11

Unofficial translation based on the KT.0785.11 conditions in Estonian

These conditions are applied only along with the Corporate Property Insurance Conditions. In matters not regulated by the conditions the parties to the insurance contract shall follow the Corporate Property Insurance Conditions.

1. Insured event

An insured event is the unexpected and unforeseen damage, destruction or loss of the insured object in consequence of any event, except events precluded under the insurance conditions.

2. Preclusions

In addition to the preclusion provided for in subsection 6 of the corporate property insurance conditions, damage caused by the following shall not be indemnified:

- 2.1. Loss of things due to a reason other than a break-in or robbery. A break-in means a situation where it is identified that a person:
 - 2.1.1. used a false key, picklock or another tool for removal of an obstacle or lock preventing access to the location of property in a building or a room located therein;
 - 2.1.2. broke in a closed and properly locked building or a room located therein through a door, window, wall, roof, etc.;
 - 2.1.3. used a key obtained in an unlawful manner for removal of an obstacle or lock preventing access to the location of property in a building or a room located therein;A robbery means the seizure of insured things by using physical violence or the immediate threat of using it.
- 2.2. Internal failures of fittings, equipment, and goods. Damage caused to the thing that started the loss event is not indemnified. If other things are damaged as a result of the event, the damage caused to them shall be indemnified.
- 2.3. Hidden defects or operators' insufficient qualification. Damage caused to the thing that started the loss event is not indemnified. If other things are damaged as a result of the event, the damage caused to them shall be indemnified.
- 2.4. Damage caused by water or another liquid to goods stored in a room located beneath the ground, provided that the goods were stored less than 12 cm above the floor surface.
- 2.5. Normal wear and tear, spoilage, scratches, corrosion, material fatigue, decaying, fungal damage, dry rot, moisture, dryness or another similar long-term process.
- 2.6. Using the insured object for a purpose other than its inherent purpose or in extraordinary conditions.
- 2.7. Poor design, construction, repair or maintenance work or from unsuitable or defective material.
- 2.8. Insects, pests, rodents, birds or animals.
- 2.9. The sinking of the insured object, the sinking in of the insured object, a rise of the ground or a landslide.
- 2.10. Shrinkage, evaporation, loss of weight or expansion.
- 2.11. The collapse or cracking of the insured object, unless caused by an insured event.
- 2.12. Changes in the temperature, colour, taste, smell, texture or finish of the insured object.
- 2.13. Damage to movable property located outside the building, unless the damage has been caused by fire.
- 2.14. Contamination or pollution, unless caused by an insured event.
- 2.15. Frost, groundwater or precipitation which has penetrated the building structures. Damage caused by precipitation that penetrated the openings, roof, walls or other structures of the place of insurance is not indemnified, except in events where the opening was created by an insured event. The openings must be identifiable.
- 2.16. Construction work. Damage that has a cause-and-effect relationship with the construction work performed at the insured objects is not indemnified. Construction work means the erection, extension or reconstruction of a building or alteration or replacement of its utilities or demolition of a building or parts thereof. Reconstruction of a building means transformation of the perimeter structures of a building and transformation and/or replacement of the rigid and load-bearing structures. Construction work does not comprise maintenance or repairs of a building (e.g. painting, replacing floor covers or windows and doors).

3.

In matters not regulated by these All-risks Insurance Conditions the parties shall follow the Corporate Property Insurance Conditions.