

TERMS AND CONDITIONS OF LIABILITY INSURANCE OF PET OWNERS

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These terms and conditions of liability insurance of pet owners (hereinafter referred to as the conditions) apply to insurance contracts concluded with ERGO Insurance SE, the insured object of which is the liability of a pet owner. The general terms and conditions of insurance contracts, Law of the Obligations Act and other regulations shall be followed in any matters not settled by the current conditions.

1. Insurer

The Insurer is ERGO Insurance SE.

2. Insured event and extent of insurance cover

- 2.1. The insured event is the causing of damage to a third party by the pet of the insured person (hereinafter referred to as the event), as a result of which the insured person has the lawful obligation to compensate the caused damage.
- 2.2. The insurance cover extends to claims which are filed against the insured person during the insurance period and/or within one year after the end of the insurance period and which arise from the events occurring during the insurance period.
- 2.3. Damage shall be compensated on the basis of the terms and conditions of insurance contracts applicable at the time when the event took place, the limit of indemnity and excess.
- 2.4. All claims arising from one and the same event are considered to be one insured event, whereat the time of occurrence of the first event is considered to be the time when the insured event has arisen.

3. Insurance indemnity and types of indemnification

- 3.1. The insurance indemnity is the amount of money that is paid out to the policyholder in compensation for damage and/or necessary legal assistance costs.
- 3.2. For the purposes of these conditions, the legal assistance costs mean the amount of money spent by the insured person on legal assistance related to the handling of claims, expert assessment and legal proceedings.
- 3.3. Legal assistance costs shall be compensated by the insurer if they are necessary for evidencing the absence of liability and/or guilt of the insured person or for establishing the circumstances related to the damage.
- 3.4. Only such legal assistance costs which are previously agreed upon with the insurer shall be compensated.

4. Limit of indemnity i.e. maximum indemnity and calculation of excess

- 4.1. The limit of indemnity is an amount agreed in the insurance contract and this is the maximum limit for all payable insurance indemnities.

- 4.2. The limit of indemnity is specified in the insurance contract.
- 4.3. The limit of indemnity is reduced by the amount of indemnity paid out on the basis of the insurance contract.
- 4.4. Excess for claims resulting from the same event is calculated for the first insurance indemnity only.

5. Notification obligation of policyholder

- 5.1. The policyholder shall notify the insurer about circumstances, which could result in an insured event as well as about the injured party filing a claim against the policyholder, within one week from the time when the policyholder was informed of the circumstance or filing the claim.
- 5.2. The policyholder shall immediately notify the insurer about the initiating of court or other proceedings against the policyholder or any circumstance that could result in filing a claim against the policyholder.
- 5.3. If the policyholder has reached an agreement with a person filing a claim or has already compensated a claim or a part of it, the insurer shall not deem this as binding to itself, if the actual amount of the claim has not been certified and/or the indemnification obligation of the insured person is disputable.

6. Exclusions

- 6.1. The following shall not be compensated:
 - 6.1.1. non-proprietary claims or claims based on loss of income;
 - 6.1.2. claims that are based on events of which the policyholder was aware before entering into the insurance contract;
 - 6.1.3. claims related to the economic activities of the policyholder;
 - 6.1.4. claims related to intent, dishonesty, intentionally committed criminal offence and narcotic, toxic, alcohol, or other state of intoxication;
 - 6.1.5. claims related to damage caused by force majeure;
 - 6.1.6. claims arising from labour, service or family law disputes;
 - 6.1.7. claims that are subject to compensation pursuant to the Motor Third Party Liability Insurance Act;
 - 6.1.8. claims arising from lawful fines imposed on the policyholder, the accrued interest, fines for delay and other punishments added to the damage;
 - 6.1.9. claims arising from any contamination or pollution (incl. claims related to animal droppings);
 - 6.1.10. mutual claims between the policyholder and the persons connected with them.

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.