

CONDITIONS OF INSURED RISKS

FIRE INSURANCE (FIRE)

KT.400.08

Unofficial translation based on the KT.400.08 conditions in Estonian

1. The insurer shall indemnify losses and damage arising to the insured object from an unexpected and unforeseen event directly caused by:
 - 1.1. fire;
 - 1.2. a direct hit by lightning;
 - 1.3. an explosion, incl. explosion of an explosive;
 - 1.4. the crash of an aircraft or the parts or cargo thereof.
2. Fire means an open fire which has lit outside the prescribed place or has left it and is able to spread on its own.
3. A direct hit by lightning means a direct contact between the lightning channel and the object of insurance.
4. An explosion means a force instantly generated upon expansion of gas or steam. An explosion of a vessel means only a situation where the wall of the vessel has broken to such an extent that the internal and external pressure of the vessel are suddenly equalised. If an explosion occurs in a vessel due to a chemical process, the losses caused shall be indemnified only if the wall of the vessel has not broken. Losses and damage arising from under-pressure shall not be subject to indemnification.
5. The following shall not be indemnified:
 - 5.1. fire damage caused to the object of insurance upon processing it with open fire or heat (it applies to objects in which or through which useful fire or heat is generated, inter-mediated or channelled);
 - 5.2. burning damage, except losses and damage resulting from the events specified in section 1;
 - 5.3. damage caused by an explosion in the combustion chamber of a machine with an internal combustion engine;
 - 5.4. damage caused to electrical installations by electric current, incl. overvoltage (excl. overvoltage in an electrical installation of a building arising from lightning), overload, insulation failures (short circuit, insufficient contact and measurement, control or safety equipment damage);
 - 5.5. damage caused by blasting operations.
6. If the event specified in section 5 causes fire, the losses and damage arising from the fire shall be subject to indemnification.
7. In matters not regulated by these *Fire Insurance Conditions* the parties shall follow the *Corporate Property Insurance Conditions*.

WATER DAMAGE INSURANCE (WATER)

KT.401.08

Unofficial translation based on the KT.401.08 conditions in Estonian

1. The insurer shall indemnify losses and damage arising to the insured object from an unexpected and unforeseen event directly caused by:
 - 1.1. water or another liquid discharged from a defective internal water supply network;
 - 1.2. wastewater or another liquid discharged from defective internal sewerage (incl. internal stormwater drainage system of the building);
 - 1.3. water or another liquid discharged from a defective internal heating or cooling system;
 - 1.4. leakage of fire extinguishing systems or their unexpected engagement without any need;
 - 1.5. water of another liquid discharged from a room belonging to a third party, excl. damage caused by a natural flood.
2. The following shall not be indemnified:
 - 2.1. damage caused by water or steam discharged from non-shut openings of water supply, sewerage, heating and cooling systems located in a room belonging to the policyholder;
 - 2.2. costs of repairing the equipment or piping that caused the losses and damage;
 - 2.3. losses and damage arising from steam or excessive moisture, except events caused by events specified in section 1;
 - 2.4. losses and damage caused by the cleaning water;
 - 2.5. losses and damage directly or indirectly caused by water penetrating to the building through the sewerage system as a result of a natural phenomenon;
 - 2.6. losses and damage caused by condensation;
 - 2.7. losses and damage caused to goods stored in a room located beneath the ground, provided that the goods were stored lower than 12 cm from the floor;
 - 2.8. losses and damage caused by water penetrating through the building's external structures;
 - 2.9. losses and damage caused due to construction or repair work carried out in the place of insurance;
 - 2.10. cost of discharged water or another liquid.
3. In matters not regulated by these *Water Damage Insurance Conditions* the parties shall follow the *Corporate Property Insurance Conditions*.

BURGLARY INSURANCE (BURGLARY)

KT.402.08

Unofficial translation based on the KT.402.08 conditions in Estonian

1. The insurer shall indemnify losses and damage arising to the insured object from an unexpected and unforeseen event directly caused in the place of insurance by:
 - 1.1. burglary, i.e. theft by removal of the obstacle or lock preventing access to the whereabouts of the property;
 - 1.2. robbery;
 - 1.3. expenses necessary for restoration of the insured objects damaged in the course of a break-in or robbery.
2. A break-in means a situation where a person:
 - 2.1. uses 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;
 - 2.2. breaks in a locked building or a room located therein through a door, window, wall, roof, etc.;
 - 2.3. uses 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.
3. A robbery means the seizure of insured property by using physical violence or the immediate threat of using it.
4. The following shall not be indemnified:
 - 4.1. losses and damage caused when a person working for the policyholder acted jointly with the burglar or robber, unless the policyholder proves that the employee caused the losses and damage at the time when the building or room constituting the place of insurance was properly closed and locked;
 - 4.2. losses and damage caused when a person living with the policyholder or the policyholder's family member acted jointly with the burglar or robber;

- 4.3. losses and damage caused when the building or room constituting the place of insurance was not properly closed or locked;
- 4.4. losses and damage caused to property, proprietary rights or other proprietary damage as a result of fraud.

5. In matters not regulated by these *Burglary Insurance Conditions* the parties shall follow the *Corporate Property Insurance Conditions*.

STORM INSURANCE (STORM)

KT.403.08

Unofficial translation based on the KT.403.08 conditions in Estonian

1. The insurer shall indemnify losses and damage arising to the insured object from an unexpected and unforeseen event directly caused by:
 - 1.1. storm (incl. hurricane, tempest, etc.);
 - 1.2. hail;
 - 1.3. trees or other objects falling on the building due to a storm.
2. A storm means a gust of wind that blows at a speed of no less than 18 metres per second. If the wind speed at the scene of an insured event cannot be determined, the occurrence of a storm shall be presumed if the policyholder certifies that the damage to the insured building and the objects located therein could only be caused by a storm.
3. The following shall not be indemnified:
 - 3.1. losses and damage and costs which have directly or indirectly been caused by a flood, incl. a flood caused by a storm;
 - 3.2. losses and damage and costs caused by stormwater penetrating through the openings, roofs, walls or other structures of the place of insurance, excl. cases whereby the opening was created as a result of the circumstances specified in section 1. The openings must be identifiable;
 - 3.3. losses and damage caused to construction-in-progress and the property located therein.
4. In matters not regulated by these *Storm Insurance Conditions* the parties shall follow the *Corporate Property Insurance Conditions*.

FLOOD INSURANCE (FLOOD)

KT.404.08

Unofficial translation based on the KT.404.08 conditions in Estonian

1. The insurer shall indemnify losses and damage arising to the insured object from an unexpected and unforeseen event directly caused by a natural flood.
2. A natural flood means an extraordinary rise of the water level due to natural phenomena (incl. storm, precipitation, flood of a body of water, groundwater) to such an extent whereby the ground and the designed drainage system (incl. the drainage and sewerage system) cannot take in the extraordinary amount of water caused by a natural phenomenon.
3. The following shall not be indemnified:
 - 3.1. Losses and damage caused by water or another liquid discharged from the water supply, sewerage, heating or cooling system, excl. cases caused by the events specified in subsection 1;
 - 3.2. losses and damage and costs caused by stormwater penetrating through the openings, roofs, walls or other structures of the place of insurance;
 - 3.3. losses and damage caused to goods stored in a room located beneath the ground, provided that the goods were stored lower than 12 cm from the floor;
 - 3.4. losses and damage caused by a broken dam or other broken protective civil engineering works;
 - 3.5. losses and damage caused to construction-in-progress and the property located therein.
4. In matters not regulated by these *Flood Insurance Conditions* the parties shall follow the *Corporate Property Insurance Conditions*.

VANDALISM INSURANCE (VANDALISM)

KT.405.08

Unofficial translation based on the KT.405.08 conditions in Estonian

1. The insurer shall indemnify losses and damage arising to the insured object from an unexpected and unforeseen event directly caused in the place of insurance by:
 - 1.1. a wrongful act of a third person, aimed at damaging or destroying another person's property;
 - 1.2. losses and damage arising from a collision with a road motor craft, if such damage is not subject to indemnification under the Motor Third Party Liability Insurance Act.
2. The following shall not be indemnified:
 - 2.1. losses and damage arising from theft of the property or parts thereof;
 - 2.2. losses and damage caused by an explosion;
 - 2.3. losses and damage caused by arson.
3. In matters not regulated by these *Vandalism Insurance Conditions* the parties shall follow the *Corporate Property Insurance Conditions*.

GLASS INSURANCE (GLASS)

KT.406.08

Unofficial translation based on the KT.406.08 conditions in Estonian

1. The insurer shall indemnify the losses and damage arising from the breaking of the insured glass surfaces due to an unexpected and unforeseen event.
2. The insurance cover extends to glass surfaces which have been places within frames and/or permanently installed in their place.
3. Plastic materials (incl. acrylic plastic, polycarbonate) used instead of glass are considered glass surfaces for the purposes of these conditions.
4. The following shall not be indemnified:
 - 4.1. minor cracks and injuries appearing in the surface of the glass, which leave the glass intact;
 - 4.2. losses and damage arising from processing the glass surfaces, incl. painting;
 - 4.3. losses and damage arising from mistakes made upon installation of the glass;
 - 4.4. losses and damage arising from the poor quality of the glass;
 - 4.5. losses and damage caused due to construction or repair work carried out in the place of insurance.
5. In matters not regulated by these *Glass Insurance Conditions* the parties shall follow the *Corporate Property Insurance Conditions*.