

SPECIAL CONDITIONS OF LIABILITY INSURANCE

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These special terms and conditions are applied only to property insurance contracts of companies and property insurance contracts of apartment associations concluded with ERGO Insurance SE, which include additional cover for civil liability insurance. In any matters not resolved by these special terms and conditions, the parties to an insurance contract shall be guided by the terms and conditions of property insurance, general terms and conditions of insurance contracts, the Law of Obligations Act and other legislation. The insurance cover of these terms and conditions does not extend to any activities subject to compulsory insurance.

1. Insured event

- 1.1. The insured event is the causing of damage to a third party by possessing the covered place and/or insured object (hereinafter: event), as a result of which the insured person has the lawful obligation to compensate for the caused damage.
- 1.2. All claims arising from one and the same reason and/or 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.
- 1.3. The insured event must have taken place during the insurance period. The insurance cover extends to claims which are filed against the policyholder at the latest within one year after the end of the insurance period.
- 1.4. Creation of damage must be in causal relationship with possession of the covered place and/or the insured object (e.g. falling of an icicle from a roof, falling of a billboard, etc.). The insurance cover shall not extend to any claims related to other business activities of the insured.
- 1.5. 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.
- 1.6. The insurance contract applies to events that have occurred within the territory of the Republic of Estonia.

2. Exclusions.

- 2.1. The following shall not be compensated:
 - 2.1.1. non-proprietary claims based on loss of income;
 - 2.1.2. claims for damage arising from an act performed without due authority;
 - 2.1.3. damage arising from contractual liability of the insured person, obligations assumed under the contract (guarantees issued in writing and otherwise, etc.), except when the obligation to compensate for damage would arise even without a contract;
 - 2.1.4. claims caused by failure to provide a service (e.g. claim for repayment of the contractual fee) or expenses that need to be incurred in order to correct or re-perform the inappropriately performed work;
 - 2.1.5. claims related to loss, theft or robbery of the assets of a third party which are administrated or possessed by the insured person;
 - 2.1.6. claims arising from manufacturer's liability;
 - 2.1.7. claims caused by a war, act of foreign enemy, revolt, strike, civil unrest, state of war, confiscation, nationalisation, crime, terrorism;
 - 2.1.8. claims caused by the intent, dishonesty of the insured and his/her actions committed under the influence of alcohol, drugs, toxic substances, etc.;

- 2.1.9. claims related to damage caused by force majeure;
- 2.1.10. claims caused by the activities of the insured person as the manager or official of a business entity, including liability of a member of the management board;
- 2.1.11. claims that are subject to compensation pursuant to the Motor Third Party Liability Insurance Act or other insurance contract (carrier's liability, shipowner's liability, total risk insurance of construction and assembly);
- 2.1.12. claims arising from lawful fines imposed on the policyholder, the accrued interest, fines for delay and other punishments added to the damage;
- 2.1.13. claims arising from asbestos dust, toxic mould, electromagnetic field, infection, communicable diseases, and chemical or biological substances not used for peaceful purposes;
- 2.1.14. mutual claims of persons covered by one and the same insurance contract;
- 2.1.15. claims related to demolition works;
- 2.1.16. claims arising from any contamination or pollution;
- 2.1.17. claims related to radioactivity, radiation, toxicity or explosiveness of a substance.

3. Insurance indemnity

- 3.1. The insurance indemnity is the amount of money that is paid out in compensation for damage and/or necessary legal assistance costs.
- 3.2. For the purposes of these terms and 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 those are necessary for evidencing absence of liability and/or guilt of the insured person or for identifying the circumstances related to damage.
- 3.4. Only such legal assistance costs which are previously agreed upon with the insurer shall be compensated.
- 3.5. The amount of insurance indemnity per insured event is limited to the amount of damage and maximum limit of indemnity.
- 3.6. The maximum limit of indemnity is reduced by the amount of indemnity paid out on the basis of the insurance contract.

4. Beneficiary

The definition of beneficiary, which is laid down in the terms and conditions of property liability, does not extend to liability insurance. A beneficiary is not designated in liability insurance.

5. Liability of apartment association

If the policyholder is an apartment association and the covered place is an apartment building, the insurance cover extends also to claims caused by unlawful damage to members of the apartment association. The prerequisite for this is that the event that caused damage was unexpected and unforeseeable and directly related to the administration and possession of the common ownership share of an apartment building.