

SPECIAL CONDITIONS OF LIABILITY INSURANCE

KT.0464.09

Unofficial translation based on the KT.0464.09 conditions in Estonian

These special conditions of liability insurance are applicable only to corporate property insurance contracts made in ERGO Insurance SE for which additional civil liability insurance coverage has been selected. In matters which have not been regulated by the Liability Insurance Conditions the parties to the insurance contract shall act pursuant to the Corporate Property Insurance Conditions, the General Conditions of insurance contracts, the Law of Obligations Act and other legislation. The insurance cover arising from the present conditions does not extend to any activity insured by mandatory insurance.

1. Insured event

- 1.1. An insured event means the unlawful causing of damage to a third party by possession of a place of insurance and/or an insured object (hereinafter event) as a result of which the insured is obligated to compensate for damage pursuant to law.
 - 1.2. All claims arising from the same reason and/or event are deemed an insured event whereby the time of occurrence of the first event is deemed as the time of occurrence of the insured event.
 - 1.3. The insured event must have occurred during the insurance period. The insurance cover extends to claims which are filed against the insurer not later than within one year after the expiry of the insurance period.
 - 1.4. The causing of damage must have a causal link to the possession of the place of insurance and/or the insured object (e.g. the falling of an icicle from the roof, the fall of a billboard, etc.). The insurance cover does not extend to claims relating to other economic activities of the insured.
 - 1.5. Indemnification is based on the terms and conditions of the insurance contract at the time of causing damage, the maximum indemnity and the excess.
 - 1.6. The insurance contract applies to events that occurred in the Republic of Estonia.
- 2.10. claims relating to damage arising from *Force majeure*;
 - 2.11. claims caused by the activities of the insured as the manager of a business entity or as an official, incl. the liability of the board member;
 - 2.12. claims which are or would be subject to indemnification pursuant to the Motor Third Party Liability Insurance Act or another insurance contract (the carrier's liability, the shipowner's liability, the construction and assembly all-risks insurance);
 - 2.13. claims arising from fines, interest, default interest and other penalties added to the damage which the policyholder is ordered to pay;
 - 2.14. claims arising from asbestos dust, toxic mould, diethyl sulphate (DES), dioxin or the Acquired Immunodeficiency Syndrome (AIDS), infection, drugs or infectious diseases or chemical or biological substances, which are not used for peaceful purposes;
 - 2.15. mutual claims of persons covered by the same insurance contract;
 - 2.16. claims associated with demolition works;
 - 2.17. claims arising from any contamination or pollution;
 - 2.18. claims related to a substance's radioactivity, radiation, toxicity or explosiveness.

2. Preclusions

- 2.1. The following shall not be indemnified:
- 2.2. claims based on revenue foregone or non-proprietary claims;
- 2.3. claims arising from *negotiorum gestio*;
- 2.4. damage arising from the contractual liability of the insured, obligations assumed under a contract (incl. written and other guarantees, etc.), unless the respective obligation to indemnify the damage would arise even without the contract;
- 2.5. claims arising from failure to provide a service (e.g. a claim for repayment of a contractual penalty) or costs which have to be incurred for the purpose of mending or redoing substandard work;
- 2.6. claims related to claims arising from the loss, theft or robbery of the property of third parties that was under the administration or in the possession of the insured;
- 2.7. claims arising from product liability;
- 2.8. claims arising from war, an act of an external enemy, revolution, strike, civil disturbance, state of war, confiscation, nationalisation, crime, terrorism;
- 2.9. claims arising from the intent, dishonesty, a crime being committed by the insured person or from acts committed in a state of intoxication from alcohol, a narcotic drug, a toxic substance or in another state of intoxication;

3. Insurance indemnity

- 3.1. The insurance indemnity is an amount of money which is paid out for compensation for the damage and/or the necessary legal expenses.
- 3.2. For the purposes of these conditions 'legal expenses' means an amount spent on the legal assistance, expert assessments and judicial proceedings of the insured person upon processing claims.
- 3.3. The insurer shall indemnify legal expenses if these are necessary for proving the absence of the liability and/or guilt of the insured person or identification of the circumstances of damage.
- 3.4. Only legal expenses which have been coordinated with the insurer beforehand shall be indemnified.
- 3.5. The amount of the indemnity per insured event shall be confined to the extent of the damage and the maximum indemnity.
- 3.6. The maximum indemnity is reduced by the amount of the insurance indemnity paid out under the same insurance contract.

4. Beneficiary

The definition of the beneficiary set out in the Corporate Property Insurance Conditions does not extend to liability insurance. No beneficiary is specified in the case of liability insurance.

5. Liability of apartment association

If the policyholder is an apartment association and the place of insurance is an apartment building, the insurance cover shall extend to claims arising from the unlawful causing of damage to the members of the apartment association, the prerequisite is that the event that caused the damage was unexpected and unforeseeable and directly related to the management and possession of the joint part of the apartment association.