

LEGAL PROTECTION INSURANCE TERMS AND CONDITIONS FOR VEHICLE OWNERS

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The insurance terms and conditions apply to Legal Protection Insurance contracts that have been entered into in ERGO Insurance SE (hereinafter ERGO) and cover vehicle-related disputes. In any matters not regulated by these insurance terms and conditions, the parties to an insurance contract are guided by the general terms and conditions of insurance contracts, the Law of Obligations Act and other legislation.

Legal Protection Insurance helps you in vehicle-related legal cases (hereinafter also referred to as the dispute). ERGO provides guidelines on how to act when a legal case occurs, organises your representation before court and in court, and covers necessary legal expenses. In addition to legal expenses, ERGO also covers, within the framework of the Legal Protection Insurance, procedural expenses and other similar expenses prescribed by the insurance contract. A legal case may also be a claim filed against you or your own claim against a third party provided that the legal dispute concerns your vehicle. The insurance cover extends to disputes that concern the vehicle specified in the insurance contract and arise from contract law (e.g. dispute over the sale or repairs of the vehicle or over the amount of the insurance indemnity) or non-contractual obligations (e.g. dispute with a person who caused damage to the vehicle). The insurance cover also extends to vehicle-related disputes under the law of property (e.g. dispute over the possession or ownership of the vehicle). A legal case may not be linked to your intentional activity. Other exclusions have been listed in these terms and conditions.

1. DEFINITIONS

- 1.1. Policyholder is a citizen of the Republic of Estonia of at least 18 years of age or a natural person of at least 18 years of age who resides in the Republic of Estonia on the basis of a permanent residence permit or a legal person entered in the respective register of the Republic of Estonia.
- 1.2. Insured person is an adult natural person or legal person who has been designated in the insurance contract and is the owner of the vehicle or a person designated as the authorised user or user in the vehicle registration certificate.
- 1.3. Loss event (hereinafter also referred to as the event) is the breach of the insured person's rights or a claim filed against them or a situation that is related to the vehicle and as a result of which it may turn out that the insured person's legal interests have been breached or a legal claim may arise against them.
- 1.4. Time of occurrence of the loss event is the moment of occurrence of such an event that has brought the insured person a legal problem (e.g. detecting the non-compliance of goods or services, driving into a pothole with a vehicle). Several connected causal breaches are deemed to be one insured event. In such a case, the time of occurrence of the loss event is the day of the first breach (e.g. if during five months unjustified invoices have been submitted for a service each month, the time of occurrence of the loss event is deemed to be the day of submission of the first invoice). If the breach is consistent, the time of occurrence of the loss event is deemed to be the day on which the first breach was not remedied. In the case of several breaches, the first non-remedied breach must have taken place during the insurance period. More than one event with the same cause, temporally coincident and concerning one and the same insurance contract is deemed to be one insured event, regardless of whether the one and the same event concerns one or several insured persons or one or several risks related to them.
- 1.5. Insured event is an unexpected and unforeseen loss event that has happened in the field stated in the insurance terms and conditions (Chapter 2) at the time of the insurance cover validity. Events that are not deemed to be insured events have been listed in clause 2.1 and Chapter 4.
- 1.6. Legal expenses are justified, reasonable and certified expenses that the insured person must bear in the case of an insured event, including procedural expenses and other similar expenses (see more in Chapter 5).
- 1.7. Limit of the sum insured is the maximum possible amount agreed in the insurance contract that ERGO pays to indemnify the expenses of one insured event listed in Chapter 5.
- 1.8. Minimum claim amount is the lowest possible amount of a claim for the indemnification of damage specified in the insurance contract in the case of which ERGO is required to perform the insurance contract. The minimum claim amount must be legally justified and this amount does not include collateral claims (interest, default interest, etc.) that are requested from the counterparty in addition to the actual loss or damage occurred.
- 1.9. Waiting period is a three-month period of time that starts on the first day of the insurance period and ERGO has no performance obligation arising from the insurance contract in respect of the loss events that occurred during this period. The waiting period does not apply:
 - 1) upon renewing the insurance contract for a new insurance period, except if a vehicle is added or replaced. In such a case, the waiting period starts in respect of this amendment as of entry into force of the amendment;
 - 2) if a vehicle added to the insurance contract was, immediately before being added, covered by any other effective ERGO Legal Protection Insurance contract and in that insurance contract the waiting period had expired for that vehicle;
 - 3) in the case of a new vehicle, if the ERGO Legal Protection Insurance contract has been entered into within seven days after entry into the sales or leasing contract;
 - 4) if a dispute is pending with another insurer about the insurance indemnity and the insured event occurred at the time when the ERGO insurance contract was in effect;
 - 5) if the claim arises from a non-contractual obligation.
- 1.10. Vehicle is means of transport designated for road traffic and registered in the motor register of Estonia, which is powered by a motor and participates in traffic, including a trailer of the vehicle. Both the vehicle and the trailer must have been entered in the insurance contract.
- 1.11. New vehicle is a vehicle that has not been in use after manufacturing or has not been entered in the motor register of Estonia or in the corresponding register of any other country.
- 1.12. Conflict of interests is a situation within the framework of one and the same insured event, in which two or more insured persons with different interests have entered into a Legal Protection Insurance contract with ERGO.

2. FIELDS OF THE INSURANCE COVER

- 2.1. Within the framework of the vehicle owner's package, ERGO provides insurance cover in the case of vehicle-related disputes. The insurance cover does not extend to disputes not related to vehicles.
- 2.2. The insurance cover extends to vehicle-related disputes that concern:
 - 1) contract law. It covers the protection of the insured person's legal interests in disputes arising from contracts under the law of obligations that are related to the insured vehicle (e.g. dispute over buying, selling, repairing, washing or dry cleaning the vehicle or if an accident occurs to the vehicle in whose case the insurer refuses to pay the indemnity agreed in the traffic insurance or comprehensive insurance contract);
 - 2) non-contractual obligation. It covers the claims arising from unlawful causing of loss or damage (e.g. the vehicle has sustained damage as a result of driving into a pothole);

3) property law. It covers such disputes under the law of property whose object is the vehicle specified in the insurance contract (e.g. dispute over the right of ownership, right of use, possession of the vehicle).

3. AREA OF VALIDITY OF THE INSURANCE COVER

- 3.1. The insurance cover is valid for loss events that have occurred in the European Economic Area countries.
- 3.2. In the case of disputes arising from contracts, the insurance cover is valid for loss events that have occurred in the Republic of Estonia and provided that Estonian legislation is applied to the dispute and it is resolved in a court in Estonia.
- 3.3. If the dispute arises from an employment contract, the insurance cover will be valid if a court in Estonia conducts proceedings in the matter.
- 3.4. Regardless of the loss event location, the insurance cover extends to a dispute arising from the insurance contract if Estonian law applies to the dispute and the matter is resolved in a court in Estonia.

4. EXCLUSIONS

- 4.1. The insurance cover does not extend to disputes
 - 4.1.1. caused by an event intentionally caused by the insured person or if the policyholder or insured person knew or had to know at the moment of entry into the insurance contract that the insured event had happened or was about to happen;
 - 4.1.2. caused by war (including civil war), military operation, terrorist attack or prevention thereof, natural disaster, catastrophe, nuclear or gene damage, as well as internal disturbances, strike or lockout;
 - 4.1.3. related to a claim against ERGO arising from the ERGO Legal Protection Insurance contract;
 - 4.1.4. related to family law, succession law, patent law, copyright law, trademark law, intellectual property or industrial property;
 - 4.1.5. related to constitutional law, environmental law or competition law;
 - 4.1.6. related to penal law;
 - 4.1.7. related to bankruptcy (i.e. the insured person's bankruptcy proceedings, including events related to their initiation or representing the insured person's interests in another person's bankruptcy proceedings) or reorganisation proceedings;
 - 4.1.8. related to administrative or administrative court proceedings;
 - 4.1.9. related to enforcement proceedings (if a court judgment that has entered into force already exists in respect of the claim) and in which the vehicle has been seized under a court ruling;
 - 4.1.10. discussed by an international court (e.g. the Court of Justice of the European Communities, the European Court of Human Rights);
 - 4.1.11. related to claims filed against one another within the framework of one and the same insurance contract by persons insured on the basis of the same insurance contract. If the dispute is with some other insured person who is not covered within the framework of the same insurance contract, the cover will apply;
 - 4.1.12. related to claims that have been assigned to the insured person for free or for a fee or have transferred to the insured person in any other manner (incl. in the course of succession) as well as claims arising from a third party's claim that the insured person files in their own name;
 - 4.1.13. related to the insured person's active participation in or training for competitive sport. Competitive sport is an activity that aims at achieving success in a public sports competition (incl. with vehicles, such as bicycle, motorbike, car), e.g. participation in league competitions, Estonian cup competitions, championships, international competitions, the Olympic Games as well as the training for such competitions. Competitive sport does not include leisure (e.g. leisure races) or recreational sport.

Neither does the insurance cover extend to extreme sport (e.g. bungee jumping or parachuting).

- 4.2. The insurance cover is not valid if:
 - 4.2.1. the insured person has driven the vehicle without the required documents (which means that they hold no right to drive a vehicle of that category or have no document that certifies such right, or the health certificate has expired);
 - 4.2.2. the insured person has driven the vehicle while intoxicated (or has consumed an intoxicating substance after the traffic accident occurred and before the police or medical institution checked their intoxication) or has left the scene of the traffic accident, thus not fulfilling the requirements of the legislation in force or has not notified of the occurrence of a traffic accident as required or has provided no help to the injured;
 - 4.2.3. at the moment when the loss event occurred, the vehicle did not have any traffic or the vehicle was not in such a technical condition in which it is permitted to participate in traffic (e.g. technical inspection not passed, tyres overly worn) or if the insured person has breached the rules that prescribe the vehicle's overweight or other cargo carriage requirements, or has not paid the road toll, or the vehicle driver has not met the working and rest time requirements;
 - 4.2.4. the dispute concerns cargo carried with the vehicle;
 - 4.2.5. the vehicle has been used in economic or professional activities for earning profit (business risk) unless insurance against business risk has been agreed in the insurance contract.
- 4.3. The insurance does not cover the default interest, fines, compensations or other similar claims ordered to be paid by the insured person.

5. REIMBURSED EXPENSES

- 5.1 In case a loss event is established as an insured event, ERGO shall organise protecting the insured person's legal interests in court and extrajudicially. ERGO shall cover legal aid, procedural, and other required costs established in the insurance contract up to the maximum limit of the sum insured. ERGO shall cover such expenses only if they are justified, reasonable, and verified. ERGO shall not cover legal aid, procedural, and other similar costs beyond what is actually necessary. If the sum of legal aid, procedural, and other similar costs exceeds the sum insured limit, the insured person must pay the relevant part themselves.
- 5.2. ERGO shall cover the following expenses:
 - 1) one representative's justified, reasonable, and verified fees in the amount that does not exceed the average level in the legal service provision market. The representative/criminal defence counsel's travel costs shall not be covered if the insured person has chosen their representative from an office outside the work area of the court or institution whose competency includes handling the case in the first instance.
 - 2) legal costs in a civil proceeding (state fee, security, costs of reviewing the case), as well as from extrajudicial costs in civil proceeding, such as the bailiff's fee for securing an action and the costs of such a regulation, the bailiff's fee for delivering the procedural documents, and the costs of the expedited procedure of a payment order;
 - 3) Before the court proceedings, a specialist's opinion for determining the vehicle price in asset or liability insurance case disputes shall be compensated. If the issue is not related to determining the vehicle price in asset or liability insurance disputes, the specialist's opinion must be paid for by the insured person;
 - 4) legal costs that need to be paid to the counterparty pursuant to a decision;
 - 5) costs related to an execution proceeding (e.g. advance payment of enforcement costs or the bailiff's fee). ERGO shall cover the costs of one execution proceeding initiated in the name of the insured person against one obligor or solidary obligors (i.e. enforcement costs required for collecting the debt) in case ERGO has established the case as an insured event before the execution proceeding was initiated;
 - 6) cost that the insured person needs to pay to travel abroad to the location of the court which is conducting the proceeding

and back, in case the insured person's attendance is compulsory. ERGO shall cover the costs of bus tickets or, if it is not possible to use a bus, the ticket cost of another comparable means of public transport (e.g. a second class train ticket). If a foreign court is further than 1000 km from the insured person's place of residence, ERGO shall cover the travel costs in the amount of tourist class plane tickets.

6. THE INSURED PERSON AND INSURER'S BEHAVIOUR IN CASE OF A LOSS AND INSURED EVENT

- 6.1. The insured person must do everything reasonable to avoid/reduce/discourage the arising of legal disputes (e.g. if possible, concluding contracts in writing, preferring bank transfers instead of receiving cash or paying in cash, addressing ERGO at the right time and asking for behavioural guidelines).
- 6.2. The insured person must notify ERGO immediately if it could be reasonably presumed that as a consequence of a loss event they would require ERGO's insurance cover.
- 6.3. After the loss event has occurred, the insured person must ask ERGO for behavioural guidelines. ERGO shall give behavioural guidelines only in those areas, to which the insurance cover is extended. In addition, the insured person shall have the right to receive guidelines on family law, right of succession and penal law disputes.
- 6.4. Notifying ERGO of a loss event does not exempt the insured person from obligations taken regarding other insurers (e.g. compulsory motor third party liability insurance).
- 6.5. The claim must be submitted to ERGO in a timely manner – without further delay, but no later than ten days before the performance of the required procedural act (e.g. the final deadline of submitting a complaint). If the claim has not been submitted in a timely manner, ERGO shall be exempted (depending on the impact of the violation) from its performance obligation, either partially or fully.
- 6.6. The insured person must submit to ERGO all of the proof that ERGO demands, that is required for efficient loss adjustment and must give true and complete oral and written explanations about the circumstances surrounding the loss event. All documents must be submitted to ERGO in Estonian. If the insured person has not submitted the required documents to ERGO by the established deadline or these are not in Estonian or has not notified of the new deadline for the submission of evidence or information, ERGO shall have the right to terminate processing the loss event. If the insured person must have the document translated and that translation is required for the loss adjustment to determine ERGO's obligation and ERGO decides that it is an insured event, ERGO shall compensate the insured person for the translation costs retrospectively if these are justified, reasonable, and verified.
- 6.7. After receiving the loss notice, ERGO shall check if:
 - 6.7.1. the person who has the right to submit a claim pursuant to the loss event is an insured person as well as if the insurance cover is valid and whether the case is an insured event agreed in the insurance contract, to which the insurance cover is extended;
 - 6.7.2. the processing of the case enables the insured person wishes to achieve what they are seeking (see Chapter 8 about assessing the performance outlooks).
- 6.8. ERGO shall notify the insured person within fourteen days from receiving the loss notice about whether the insurance cover exists and if ERGO shall perform its contractual obligation or not. ERGO shall submit their notification in a format which can be reproduced in writing.
- 6.9. If the insured person has not submitted to ERGO all of the details required to check the insurance cover or the claim, ERGO may demand the submission of additional documents within the deadline included in clause 6.8. In such a case, the deadline established in clause 6.8 shall be accounted for from the moment of submitting the additional documents.
- 6.10. If ERGO's obligation to perform the insurance contract arises from circumstances determined during a court proceeding, ERGO shall have the right to make a decision regarding paying out the insurance indemnity or the refusal to pay it after such a proceeding has been ceased, terminated, or once the decision has entered into force.
- 6.11. If ERGO has decided that it is an insured event and received a relevant authorisation from the insured person, ERGO shall perform the following actions (except collecting evidence) in the name of the insured person, aiming for the best legal solution. The insured person must also authorise ERGO when their case is handled by a representative freely chosen by them. (See Chapter 7 about choosing a representative.)
- 6.12. ERGO shall cover justified, reasonable, and verified legal aid, procedural, and other similar costs in the amount established in the insurance contract as soon as the loss event is established as an insured event. Legal aid costs are justified and reasonable if the representing and protection of the insured person is required and the representative's fee complies with the complexity and volume of the insured event and does not exceed the average market price. The costs are unjustified and unreasonable if the hourly price of the work exceeds the average market price or the work hours do not correspond to the volume of the work done, etc.
- 6.13. Legal aid, procedural, and other similar costs shall be paid out based on the expense receipts within seven days after receiving the expense receipts. An expense receipt is an invoice, current account statement, copy of a court ruling or regulation that entered into force or some other document which is sufficient to document the legal aid costs.
- 6.14. If the insured person has covered legal aid, procedural, or other similar costs themselves before co-ordinating it with ERGO, ERGO shall compensate for such a cost only if the insured person lacked a chance to contact ERGO and the cost had to be paid quickly to reduce further legal aid, procedural or other similar costs or prevent an even greater loss. Such an extraordinary situation may occur in case of non-contractual relations, especially when abroad.
- 6.15. ERGO may compensate for the costs partially as well. Partial compensation means that ERGO shall cover the legal aid, procedural, or other similar costs for the interest of the insured person proportionally with the amount of the relevant claim, which falls and does not fall under the insurance cover. If the insured person submits a claim with other persons, ERGO shall only compensate for those costs that are to be covered by the insured person (e.g. percentage of a state fee, of the representative's expenses).
- 6.16. If the court or the counterparty has compensated the insured person for legal aid, procedural, or other similar costs that ERGO has already paid to the insured person, the insured person must return these costs to ERGO in the amount of the compensation within seven calendar days from receiving such compensation (i.e. funds received on the account, accepting cash, etc.).
- 6.17. ERGO may within its mandate represent the insured person and receive money in their name, which shall be transferred to the insured person within seven days.
- 6.18. ERGO shall inform the insured person of the proceedings regarding the insured event and all significant changes during the proceedings. If the insured person's legal interests are protected by a representative, the insured person shall acquire information about the proceedings directly from the representative.
- 6.19. The insured person must gain ERGO's consent before any action that could impact ERGO's performance of contractual obligations or is related or could be related to legal aid, procedural or any other similar costs, including transferring the resolving of the insured event to a third party. The consent must be in a format that can be reproduced in writing.
- 6.20. The insured person or their representative may not perform or leave unperformed any operations, as a result of which ERGO loses or may lose their right to either full or partial reimbursement of the costs. All actions related to creating legal aid, procedural or any other similar costs, their withdrawal or the recovery thereof must be previously co-ordinated with ERGO in a format that can be reproduced in writing.
- 6.21. If reaching a compromise during judicial proceedings includes not recovering legal aid, procedural, or any other similar costs or withdrawing the claim, the insured person must first receive ERGO's consent in a format that can be reproduced in writing. If the insured person reaches a compromise with the counterparty or withdraws the claim regardless of ERGO's refusal, although the prospect of a successful outcome is considerable, they must return to ERGO all of the costs that ERGO has incurred in the interest of the insured person during the course of the proceedings of the insured event.
- 6.22. If the insured person does not agree to concluding a compromise with the counterparty, although ERGO thinks that it is not possible

- to get a better result, ERGO shall have the right to stop further compensation and ERGO shall not be held liable for further costs.
- 6.23. The insured person must avoid everything that could lead to an unnecessary increase of costs or could make it harder for the counterparty to compensate for these costs.
 - 6.24. ERGO shall have the right to partially or fully refuse to pay the compensation and provide the service and demand repayment of the already covered costs if the policyholder or insured person has not performed obligations arising from the insurance contract, including if the insured person has not forwarded necessary information about the loss event or has forwarded incorrect details. ERGO shall decide whether to refuse to pay the compensation and its scope.

7. THE REPRESENTATION OF AN INSURED PERSON

- 7.1. ERGO shall have the right to represent to the insured person themselves if there is no need to include an advocate. If the need to include an advocate arises, ERGO shall take the insured person's interests into account and appoint an advocate. The insured person shall be obliged to give the necessary authorisation for their representation to the advocate appointed by ERGO.
- 7.2. The insured person may choose the advocate themselves, co-ordinating this with ERGO. If the insured person hires the advocate themselves without co-ordinating this with ERGO in writing, ERGO may refuse to compensate the costs either partially or fully. If the insured person wants an advocate whose fee does not correspond to the price level established in clause 6.12, they must pay for the difference themselves.
- 7.3. The insured person may appoint a person other than an advocate as their representative (e.g. a lawyer) only when agreed upon with ERGO, except in the case of a conflict of interests.
- 7.4. ERGO shall conclude a legal service contract with the representative in the name or in favour of the insured person. The contract could also be concluded by the insured person if this has been previously co-ordinated with ERGO. The invoice for the representative's services shall be issued to the insured person, except in the event that ERGO has concluded a legal services contract in favour of the insured person.
- 7.5. ERGO shall not be held liable for the representative's actions (including meeting the deadlines, knowledge) nor for their behaviour when providing legal aid service to the insured person.
- 7.6. The insured person shall be obliged to authorise the advocate to inform ERGO about legal aid services provided within the insured event. If the representative does not co-operate with ERGO, then ERGO shall be exempted from the obligation to perform the insurance contract, except if ERGO chose the representative itself.
- 7.7. If the insured person does not co-operate with the representative, i.e. fails to come to an agreed meeting with the representative without a justified reason, does not submit documents to the representative at the prescribed time and fails provide reasons for their failure to submit them, or if the representative refuses to represent the insured person due to a reason arising from the insured person (e.g. does not co-operate in some other way, behaves impolitely), ERGO shall have the right to refuse further payment of the insurance indemnity and demand the repayment of already compensated costs.
- 7.8. If it has been verified that the representative does not co-operate with the insured person, the insured person may change their representative upon an agreement with ERGO.

8. PROCEDURE FOR EVALUATING THE LEGAL AID'S PERFORMANCE OUTLOOKS OR MALICIOUSNESS AND GIVING AN EXPERT OPINION

- 8.1. Hearing a case is justified only if the case is estimated to be successful. Evaluating the performance outlook and maliciousness is the responsibility of ERGO, during which the justification for the claim and the performance outlooks for legal aid are determined. The justification for the claim and the performance outlooks for legal aid main refer to whether the insured person has a legal basis to submit a claim against the counterparty or to protect themselves and there is also proof supporting the legal basis or a possibility to collect them. If the claim is not justified, there is no legal basis, or the claim cannot be verified, it can be deduced that

there is no performance outlook for legal aid and there shall be no performance obligation for ERGO arising from the insurance contract. ERGO shall not predict a possible decision, instead evaluating the performance outlook for legal aid based on the existing proof and legal possibilities.

- 8.2. If the case lacks a performance outlook for legal aid, ERGO shall explain this circumstance to the insured person and the case shall not be processed. If only a part of the insured event claim has legal aid performance outlooks, ERGO shall explain to the insured person what the insured person could achieve with the claim.
- 8.3. ERGO shall have the right to demand documents and information required for the efficient resolution of the insured event during the procedure and evaluate the legal aid performance outlooks and maliciousness at any time, including after issuing insurance cover to the event (e.g. upon submitting a statement of claim or an appeal). The insured person shall be obliged to immediately forward to ERGO documents, evidence, and other information that they have received during the procedure.
- 8.4. If the insured person acquires new evidence after ERGO has terminated the procedure or new circumstances occur, thanks to which the legal aid performance outlook improves or emerges, the insured person may submit a new claim and ERGO shall decide whether to compensate further costs. If the case has reached the court, this condition shall only be valid if new evidence can be acquired via the court (this means that the insured person has not maliciously failed to submit the evidence).
- 8.5. If ERGO refuses to perform the contract pursuant to the lack of legal aid performance outlooks or the insured person's maliciousness and the insured person does not agree with this, they can initiate a proceeding for the performance of an expert evaluation. For this purpose, the insured person must, within fourteen days from receiving a refusal decision, notify ERGO of the desire to initiate a proceeding and give their expert's (i.e. advocate) name and contact details. After the insured person has appointed their expert, ERGO shall appoint their own within fourteen days.
 - 8.5.1. The experts must be impartial (meaning they cannot be, either personally or through their agency, related to the case's previous proceedings) and must hear the case in good faith.
 - 8.5.2. After appointing the experts, ERGO shall forward to the experts all information and materials regarding the insured event, which ERGO is aware of.
 - 8.5.3. If the experts reach a joint decision, this decision shall be obligatory to both ERGO and the insured person. This means that if the experts decide that legal aid could be successful, ERGO must perform its obligations.
 - 8.5.4. In case the experts decide that the refusal decision made by ERGO is correct or if the experts cannot reach a mutual decision within two weeks of receiving the materials delivered to them to make the decision, the insured person shall have the right to initiate judicial proceedings against a third involved party at their own expense. If the experts are unable to reach a mutual decision, both of the experts must submit their evaluation to both ERGO and the insured person within four weeks from the date when the experts received the materials required to make the decision.
 - 8.5.5. The costs of the expert evaluation shall be covered by ERGO or the insured person, depending on the success or failure of the proceedings. The costs of one party's representative who participated in the proceedings shall be compensated. If the representatives are unable to reach a mutual decision, both of the parties shall cover the costs of their own representative.
 - 8.5.6. If the insured person has initiated judicial proceedings themselves and reached a positive court ruling (i.e. their action or application has been fully satisfied or the claims against them have not been satisfied), ERGO shall compensate them for all justified and reasonable legal aid, procedural, and other similar costs retroactively, after the decision has entered into force, pursuant to these terms and conditions. ERGO shall compensate these costs only if the insured person has used the right established in this chapter and initiated a procedure to obtain an expert evaluation. The costs associated with providing an expert evaluation shall also be compensated for retroactively.

9. CONFLICT OF INTEREST

- 9.1. If a conflict of interest arises within one and the same insured event (see clause 1.16), then ERGO shall be obliged to immediately inform the insured person when they find out about the situation or should have found out about it. In case a conflict of interest arises during later proceedings due to reasons independent of ERGO, the insured person shall have the right to choose their representative at the first chance upon finding out about the conflict of interest.
- 9.2. In the event of a conflict of interest, the insured person shall be obliged to notify ERGO about the occurrence of a loss event and forward required information to check the terms and conditions established in clause 6.7 (1). In the event of a conflict of interest, ERGO shall not evaluate the legal aid's performance outlooks.
- 9.3. If ERGO has considered a loss event to be an insured event, the insured person must in the event of a conflict of interest notify ERGO of their representative's name and contact details and inform ERGO about authorising the representative.
- 9.4. In the event of a conflict of interest, the insured person may choose as their representative an advocate or some other properly qualified person (e.g. lawyer).

10. TRANSFER OF CLAIMS

- 10.1. In the event of the insured person's death, the right to receive an insurance indemnity shall be transferred to their successor, if the right of a compensation emerged before the insured person's death.
- 10.2. If the insured person's death has been caused by an event covered by the Legal Protection Insurance, the insurance cover for collecting the claim shall extend to their successors.

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.