



GENERAL INSURANCE TERMS AND CONDITIONS

Terms and conditions No. GC 2019.0

Effective as of 01.07.2019

AAS BTA Baltic Insurance Company Eesti filiaal. Lõõtsa 2B, Tallinn 11415, Eesti
Phone +372 5686 8668, website www.bta.ee, email bta@bta.ee

bta
VIENNA INSURANCE GROUP

BTA and Policyholders enter into Insurance Contracts in accordance with these Terms and Conditions, which can be found at www.bta.ee.

CONTENTS

1. DEFINITIONS OF TERM USED IN INSURANCE CONTRACT.....	1
2. ENTRY INTO AND AMENDMENT OF INSURANCE CONTRACT	2
3. START AND TERM OF INSURANCE COVER.....	3
4. INSURANCE CONTRACT DOCUMENTS AND APPLICATION OF CONDITIONS	3
5. PROCEDURE FOR PAYMENT OF INSURANCE PREMIUM	3
6. UNDERINSURANCE, OVERINSURANCE, MULTIPLE INSURANCE.....	4
7. PERSONS CONSIDERED EQUIVALENT TO POLICYHOLDER	4
8. DESIGNATION OF BENEFICIARY	4
9. INSURANCE OF THIRD PARTY INSURANCE RISK	5
10. TRANSFER OF INSURED OBJECT	5
11. POLICYHOLDER'S NOTIFICATION OBLIGATION.....	5
12. OBLIGATIONS OF POLICYHOLDER AFTER ENTRY INTO INSURANCE CONTRACT	5
13. OBLIGATIONS OF POLICYHOLDER AFTER OCCURRENCE OF INSURED EVENT.....	6
14. GENERAL EXCLUSIONS.....	6
15. REDUCTION OF OR REFUSAL TO PAY INSURANCE INDEMNITY	7
16. INDEMNIFICATION OF DAMAGE	7
17. TRANSFER OF CLAIMS TO BTA	8
18. EXPIRY OF CLAIMS	8
19. TERMINATION AND EXPIRY OF INSURANCE CONTRACT.....	8
20. NOTIFICATION AND SENDING NOTICES.....	9
21. PERSONAL DATA PROCESSING	9
22. RESTRICTIONS ARISING FROM INTERNATIONAL SANCTIONS.....	9
23. COMPLAINTS HANDLING.....	10
24. DISPUTES HANDLING	10
25. CONFIDENTIALITY OF INFORMATION	10

1. DEFINITIONS OF TERM USED IN INSURANCE CONTRACT

Insurance Contract means the contract entered into by and between BTA and the policyholder, which determines the rights and obligations of the parties.

Insurer means BTA Baltic Insurance Company AAS (hereinafter BTA). BTA is a foreign country's insurer and BTA deals with insurance activities in Estonia via the AAS BTA Baltic Insurance Company Estonia branch.

Policyholder means the person who enters into an insurance contract on behalf of themselves or another person.

Insured Person means the person specified in the Insurance Contract by name or a third party not specified by name the insurance risk associated with whom is insured.

Beneficiary means the person designated in the Insurance Contract who has the right to receive, upon the occurrence of an insured event, an insurance indemnity or an agreed amount of money or another performance obligation of BTA determined in the Insurance Contract. No beneficiary is appointed in the case of liability insurance.

Client means the Policyholder, the person considered equivalent to the Policyholder, the injured person or the person who contacts BTA with the request to enter into an insurance contract.

Insured Object means the object the insurance risk associated with which has been insured.

Insured Risk means a threat specified in the Insurance Contract against which insurance is taken out.

Insurable Interest means the interest of the Policyholder to insure themselves against a specific insured risks.

Insured Event means an unexpected and unforeseeable event agreed in the Insurance Contract upon the occurrence of which the BTA has to perform their obligation under the Insurance Contract.

Insurable Value means the value of the Insurable Interest at the time of the Insured Event.

Sum Insured means the maximum amount of the obligations of BTA within the scope of an Insurance Contract, which has been indicated in its monetary value or defined in another form, and determined in the Insurance Contract.

Insurance Application means an application with which the Policyholder submits the information about the Insured Object, Policyholder, Insured Person and Beneficiary required by BTA, which is necessary for entering into the Insurance Contract. If an Insurance Application has not been submitted, the information given about the Insured Object, the Policyholder, the Insured Person and the Beneficiary on the insurance policy will be deemed to have been submitted by the Policyholder. Accepting the Insurance Application does not obligate BTA to enter into an Insurance Contract.

Insurance Premium means the fee agreed in the Insurance Contract, which the Policyholder will pay for the insurance cover.

Policy means the document in a format that can be reproduced in writing that proves entry into the Insurance Contract and is issued by BTA to the Policyholder.

Insurance Period means the period of time on the basis that insurance premiums are calculated and during which the insurance cover is in effect.

Insurance Cover means the period of time when the obligations of BTA are in effect and when the Insured Events that have occurred result in the performance obligation of BTA, i.e. the obligation to pay out the Insurance Indemnity.

Insurance Indemnity means the monetary or non-monetary indemnity paid out as compensation for damage upon the materialisation of risk agreed in the Insurance Contract.

Insurance Intermediary means an insurance broker or an insurance agent.

Excess means the part of damage determined in the Insurance Contract that will be borne by the Policyholder. Excess may be specified as a monetary amount, a percentage of the loss amount or a percentage of the Sum Insured or as a period of time. If an Insured Event entails the materialisation of several selected risks, which are subject to different excesses, then the largest Excess will be applied.

Safety Requirements means requirements provided for in the Insurance Contract or established by the manufacturer of the property or by legislation for the purpose of prevention of occurrence of loss, reduction of insured risk and ensuring the safety of the property or the person.

International Sanction means a foreign policy measure, which is not associated with the use of armed forces and the imposition of which has been decided by the European Union, the United Nations Organisation, another international organisation, sanctions of the United States of America or the Government of the Republic of Estonia in order to support the maintenance or restoration of peace, international security, democracy and the principle of a state based on the rule of law, compliance with human rights and international law or the achievement of the other objectives of the United Nations Organisation Charter or the common foreign and security policy of the European Union.

Act of Terror means an act expressed in the use of force and violence or threats to use them by any person or group of persons who act alone or in association with any organisation or government or on their behalf and is committed due to political, religious, ideological or national motives and include the intention to influence the government or threaten society or any part thereof.

2. ENTRY INTO AND AMENDMENT OF INSURANCE CONTRACT

- 2.1. A declaration of intent of the Policyholder is a precondition to entering into the Insurance Contract.
- 2.2. Proceeding from the principle of the freedom of contract BTA has, in the case of voluntary insurance, the right to decide whether, with whom and on which terms and conditions it enters into an Insurance Contract.
- 2.3. BTA has the right to request from the Client or their representative a personal identification document and/or a document proving the right of representation for identification of the person or verification of the right of representation and to make a copy of the document proving the right of representation.
- 2.4. If BTA has any doubts about the authenticity of the submitted documents or the identity of a person, BTA has the right to not conclude the transaction or to request that additional documents be submitted.
- 2.5. BTA forwards to the policyholder the website address where are standard terms and conditions of the insurance contract, pre-contractual information and non-life insurance information document. If the Policyholder requests this, BTA will also submit the documents of Insurance Contract on paper.
- 2.6. The Insurance Contract has been entered into if the Policyholder has fulfilled one of the following terms and conditions:
 - 2.6.1. 2.6.1. the Policyholder has sent BTA their consent to enter into the Insurance Contract;
 - 2.6.2. 2.6.2. the Policyholder has paid the Insurance Premium or the first instalment to the account indicated on the invoice;
 - 2.6.3. 2.6.3. the Policyholder has complied with another term or condition specified in the Insurance Contract.
- 2.7. The rights and obligations arising from the Insurance Contract enter into force on the first day of the Insurance Period specified on the Policy, unless another deadline or condition was agreed.
- 2.8. The Insurance Contract is entered into for a specified term.
- 2.9. An Insurance Contract for a specified term is deemed to have been entered into for the next period if BTA submits a new quote to the Policyholder and the Policyholder agrees with it. If the terms and conditions of insurance have changed in comparison with the previous period, BTA will send the new terms and conditions of insurance to the Policy conditions with the quote.
- 2.10. BTA issues a Policy in a format that can be reproduced in writing, or in writing on the request of the Policyholder, as proof that the contract has been entered into. The Policy that was issued last annuls all policies issued earlier to prove the respective Insurance Contract.

- 2.11.** If the Policy is lost or destroyed, the Policyholder has the right to request the issue of a replacement policy and a copy of any declaration of intent made by them in respect of the Insurance Contract in a format that can be reproduced in writing.
- 2.12.** An application in a format that can be reproduced in writing must be submitted to the other party in order to amend the Insurance Contract (an application is not mandatory if the contact details of the Policyholder change and BTA is informed about this by telephone with voice recording or the data are changed at an e-office of BTA).
- 2.13.** The Insurance Contract is deemed to have been amended if BTA issues an amended Policy or a notice of amendment of the Insurance Contract. If an additional premium must be paid due to the amendments, the amendment will enter into force on the agreed conditions.

3. START AND TERM OF INSURANCE COVER

- 3.1.** Insurance Cover is valid during the period specified on the insurance policy.
- 3.2.** Insurance Cover starts at 00:00 on the first day of the Insurance Period, unless the parties have agreed otherwise.
- 3.3.** Insurance Cover expires at 24:00 on the last day of the Insurance Period.

4. INSURANCE CONTRACT DOCUMENTS AND APPLICATION OF CONDITIONS

- 4.1.** The Insurance Contract documents are specified on the Insurance Policy and they may be: Policyholder's application/risk assessment questionnaire, Safety Requirements, insurance quote, General Terms & Conditions of Insurance of BTA, terms and conditions of the selected class of insurance and other documents specified on the Insurance Policy.
- 4.2.** The parties proceed from the documents of the Insurance Contract as a whole in the performance and interpretation of the Insurance Contract.
- 4.3.** If a special meaning has been given to a word or term in the Insurance Contract, this special meaning set out in the Insurance Contract is proceeded from in the performance and interpretation of the Insurance Contract.
- 4.4.** Any declarations of intent and agreements made before the entry into the Insurance Contract, excluding the Insurance Application, are not deemed to be a part of the Insurance Contract, unless otherwise stipulated on the Policy or in other documents.
- 4.5.** In the event of contradictions between these general terms and conditions and the terms and conditions of the relevant class of insurance, the terms and conditions of the relevant class of insurance will prevail.
- 4.6.** In the event of contradictions between these general terms and conditions or the terms and conditions of the relevant class of insurance and the special terms and conditions agreed on the Policy, the special terms and conditions stipulated on the Policy will prevail.
- 4.7.** In the event of contradictions between the Estonian text and any translation of these general terms and conditions and the terms and conditions of the relevant class of insurance, the Estonian text will always prevail.
- 4.8.** These terms and conditions have been published on the BTA website at: www.bta.ee .

5. PROCEDURE FOR PAYMENT OF INSURANCE PREMIUM

- 5.1.** The Policyholder must pay the Insurance Premium at the time and in the amount set out in the Insurance Contract.
- 5.2.** An Insurance Premium is deemed to have been paid:
 - 5.2.1.** in the case of a cash payment – from the moment the Policyholder paid the relevant amount to BTA or the insurance intermediary, which is confirmed by a document proving payment;
 - 5.2.2.** in the case of a bank transfer – from the moment the payment was received in the account of BTA or the insurance intermediary indicated on the invoice.
- 5.3.** If the Policyholder has not paid the Insurance Premium or the first instalment within 14 days of the due date stipulated on the Policy, BTA may withdraw from the Insurance Contract until the premium is paid. BTA is presumed to have withdrawn from the Insurance Contract if it does not file a claim for collection of the Insurance Premium within three months of the premium becoming collectible.
- 5.4.** BTA will be released of its performance obligation if the Insurance Premium or the first Insurance Premium that has become collectible has not been paid by the time when the Insured Event occurs.
- 5.5.** If the Policyholder pays the Insurance Premium in instalments, BTA will send an invoice about the next instalment to the Policyholder at least two weeks before the due date of the next instalment, unless otherwise agreed. The Policyholder must pay the Insurance Premium specified in the Insurance Contract irrespective of whether BTA has sent the relevant reminder or invoice to the Policyholder.
- 5.6.** If the policyholder fails to pay the second or any subsequent Insurance Premium on time, BTA may set an additional payment term of at least two weeks, or at least one month in the case of insurance of a building, for payment of the Insurance Premium for the Policyholder in a format that can be reproduced in writing.

- 5.7.** BTA has the right to cancel the Insurance Contract without notice if the Policyholder fails to pay the second or subsequent Insurance Premium within the additional term either. BTA will be released of its performance obligation if an Insured Event takes place after the expiry of the additional payment term and the Policyholder has not paid the Insurance Premium by the time the Insured Event occurred, unless the Policyholder failed to pay the Insurance Premium due to a circumstance not dependent on the Policyholder.
- 5.8.** If the Policyholder pays the Insurance Premium within one month after cancellation of the contract or expiry of the additional term given for payment and no Insured Event has occurred before payment, BTA will not deem the contract cancelled in the case stipulated in point 5.7. of the general terms and conditions.
- 5.9.** BTA covers the earliest debt of the Policyholder to BTA, which arose on the basis of the Insurance Contract for which the Policyholder paid the Insurance Premium, first of all.
- 5.10.** If the Policyholder has paid an Insurance Premium or first Insurance Premium that is smaller than agreed, the Insurance Premium will be deemed to not have been paid and this means that there is no Insurance Cover.
- 5.11.** If the Policyholder fails to pay the Insurance Premium by the due date specified in the Insurance Contract, BTA will have the right to demand default interest at the rate established by law on the outstanding amount for each day of delay, but the total amount of default interest may not exceed 10% (ten percent) of the sum of the outstanding Insurance Premium.
- 5.12.** BTA has the right to offset an Insurance Premium that has become collectible or any other claim that belongs to it pursuant to the Insurance Contract with its performance obligation, also if it owes the performance of an obligation arising from the Insurance Contract to a third party.
- 5.13.** If Insurable Interest ends after the start of Insurance Cover, the BTA has the right to the Insurance Premium it would have been able to claim if insurance had been taken out only until the time when the Insurer became aware of the end of the Insurable Interest.
- 5.14.** If Insurable Interest ends because of the occurrence of an Insured Event, BTA will have the right to receive the Insurance Premium for the current Insurance Period.

6. UNDERINSURANCE, OVERINSURANCE, MULTIPLE INSURANCE

- 6.1.** Underinsurance is a situation where the Sum Insured of an Injured Object is smaller than its insurable value. In the case of underinsurance, BTA pays out the Insurance Indemnity in an amount equal to the ration of the Sum Insured and the insurable value at the time of occurrence of the Insured Event. If the Sum Insured differs from the insurable value by more than 15% (fifteen percent), BTA indemnifies for the damage pursuant to the provisions of underinsurance, except for liability insurance.
- 6.2.** Overinsurance is a situation where the Sum Insured or the agreed maximum limit of Insurance Indemnity exceeds the insurable value of the Insured Object. In the case of overinsurance, BTA will not indemnify more than the actual loss amount of the Insured Object.
- 6.3.** Multiple insurance is a situation where the Insured Object has been either partially or fully insured against the same insured risk by several insurers and the total amount of the indemnities payable by the insurers would exceed the size of the damage or the total Sum Insured would exceed the insurable value. In the event of multiple insurance, insurers are liable as solidary debtors.

7. PERSONS CONSIDERED EQUIVALENT TO POLICYHOLDER

- 7.1.** The following persons are considered equivalent to the Policyholder upon the performance of the obligations arising from the Insurance Contract:
- 7.1.1.** the insured person;
 - 7.1.2.** the beneficiary;
 - 7.1.3.** the family members living with the Insured Person;
 - 7.1.4.** the lawful possessor of the Insured Object;
 - 7.1.5.** person who uses the Insured Object with the consent of the Policyholder or the Insured Person or with the consent or approval of the possessor of the Insured Object;
 - 7.1.6.** the persons working for the Policyholder and the persons whom the Policyholder uses in their economic or professional activities.
- 7.2.** The Policyholder must explain the requirements and obligations arising from the Insurance Contract to the persons specified in clause 7.1. of these general terms and conditions.
- 7.3.** If the persons specified in point 7.1. have not complied with the requirements of the Insurance Contract, it will be deemed that the Policyholder has breached the Insurance Contract.

8. DESIGNATION OF BENEFICIARY

- 8.1.** A Beneficiary is designated and changed on the request of the Policyholder. If the Policyholder and the Insured Person are not the same person, the written consent of the Insured Person is required for the designation and changing of the Beneficiary.

- 8.2.** Amendment of the Insurance Contract is not permitted without the consent of the Beneficiary if the Insurance Contract has been entered into in order to guarantee performance.
- 8.3.** The successors of the Insured Person cannot change the Beneficiary after the death of the Insured Person.
- 8.4.** If the Beneficiary loses the right to the Insurance Indemnity due to circumstances depending on the Beneficiary (e.g. causing damage intentionally) or if the Beneficiary has passed away prior to the occurrence of an Insured Event, it will be deemed that no Beneficiary has been designated.

9. INSURANCE OF THIRD PARTY INSURANCE RISK

- 9.1.** If an insurance risk related to a third party is insured, the third party has the right to demand performance and all the related rights from BTA. The third party may not dispose of these rights without the consent of the Policyholder.
- 9.2.** The Policyholder may dispose of the rights arising for the third party from an Insurance Contract on behalf of the Policyholder, including recover or waive the claim of the Insured Person against BTA or conclude transactions with it.
- 9.3.** The Insurer must only perform its obligation to the Policyholder if the latter proves that the third party granted their consent for entry into the Insurance Contract.

10. TRANSFER OF INSURED OBJECT

- 10.1.** The person who transfers and acquires the Insured Object must immediately inform BTA about the transfer of the object in a format that can be reproduced in writing.
- 10.2.** If an Insured Object is transferred, all the rights and obligations of the Policyholder arising from the Insurance Contract will pass over to the acquirer of the object.
- 10.3.** The rights and obligations of the Policyholder arising from the Insurance Contract will not be deemed to have transferred in respect of BTA before BTA became aware of the transfer of the Insured Object.
- 10.4.** If BTA is not informed about the transfer of the Insured Object as required, BTA will be released of its performance obligation if the Insured Event occurs later than one month after the time when BTA should have received the respective transfer notice.
- 10.5.** In the case of transfer of the Insured Object, BTA may cancel the Insurance Contract within one (1) month of learning about the transfer.
- 10.6.** The acquirer of the Insured Object may cancel the Insurance Contract by the end of the current Insurance Period within a month of acquisition of the object.

11. POLICYHOLDER'S NOTIFICATION OBLIGATION

- 11.1.** Before entering into the Insurance Contract, the Policyholder is obliged to:
 - 11.1.1.** inform the BTA about all of the important circumstances known to the Policyholder that may have an impact on BTA's decision to enter into the Insurance Contract, do it on the agreed conditions or abandon entry into the Insurance Contract. A circumstance is presumed to be important if BTA has directly requested to be informed about it in a format that can be reproduced in writing;
 - 11.1.2.** give BTA true and complete information about the Insured Object, including the circumstance of which they expect BTA to be aware, because BTA relies on the data submitted by the Policyholder when determining the terms and conditions of an Insurance Contract;
 - 11.1.3.** immediately inform BTA about changes in the submitted data in a format that can be reproduced in writing.
- 11.2.** If the Policyholder failed to inform BTA about important circumstances upon the entry into the Insurance Contract or intentionally did not inform about a circumstance known to them, which BTA did not ask about, but which, due to its nature, had an impact on BTA's decision to enter into the Insurance Contract, do it on the agreed terms and conditions or to not enter into the Insurance Contract, also if the Policyholder intentionally prevented an important circumstance from becoming known or gave incorrect information about an important circumstance, BTA may increase the Insurance Premium or withdraw from the Insurance Contract.
- 11.3.** If BTA receives information about changes in the information that was received from the Policyholder or Insured Person before the Insurance Contract was entered into, BTA will assess whether the changes had an impact on the entry into the Insurance Contract, the size of the Insurance Premium or increased the Insured Risk.
- 11.4.** If an Insurance Contract for insuring the same Insured Object is entered into immediately after the expiry of the previous Insurance Contract and the Policyholder does not inform BTA that the information submitted by them upon the entry into the previous Insurance Contract has changed, BTA will assume that the previously submitted information has not changed.

12. OBLIGATIONS OF POLICYHOLDER AFTER ENTRY INTO INSURANCE CONTRACT

- 12.1.** After entering into the Insurance Contract, the Policyholder is obliged to:
 - 12.1.1.** comply with all of the terms and conditions of the Insurance Contract and the Safety Requirements,

precepts, guidelines, regulations and legislation, etc., applicable to the Insured Object, which include a code of conduct for ensuring the safety of the Insured Object, prevention of damage and reduction of the size of potential damage;

12.1.2. behave prudently and with particulate care to prevent the occurrence of an Insured Event;

12.1.3. not increased the Insurance Risk or allow the persons specified in point 7.1. of these General Terms & Conditions to increase the Insurance Risk without the consent of BTA given in writing or in a format that can be reproduced in writing;

12.1.4. immediately inform BTA of any increase in the probability of Insurance Risk.

12.2. If the Policyholder significantly breaches at least one condition of the Insurance Contract, incl. does not comply with the additional Safety Requirements established in the Insurance Contract or by BTA, BTA has the right to cancel the Insurance Contract without notice, unless the breach does not increase the Insurance Risk or affect the performance obligation of BTA.

12.3. If the probability of Insurance Risk increased due to reasons arising from the Policyholder without the consent of BTA and the Policyholder did not inform BTA about this, BTA has the right to cancel the Insurance Contract without notice.

13. OBLIGATIONS OF POLICYHOLDER AFTER OCCURRENCE OF INSURED EVENT

13.1. On the occurrence of an Insured the Event, the Policyholder is obliged to:

13.1.1. take measure to restrict the damage and prevent potential additional damage;

13.1.2. act pursuant to the procedure set forth in legislation and, depending on the nature of the case, immediately inform the police, the rescue service or another competent authority that carries out the relevant rescue work or investigation of the circumstances of the case about this;

13.1.3. take all measures to clarify the circumstances of the case, including help identify the possible reason of the damage, the person that called the damage and the data of witnesses;

13.1.4. notify BTA of an Insured Event immediately, but not later than within five (5) working days after becoming aware of the Insured Event and immediately submit to BTA all the information and documents in their possession about the reasons why the Insured Event occurred, the presumed size of the damage, witnesses, parties and suspects. the Policyholder is obliged to prove that an Insured Event occurred;

13.1.5. as soon as possible, present the damaged Insured Object to BTA for inspection in the condition it is in after the Insured Event and/or allow BTA to inspect the Insured Object, and no changes may be made to the damaged Insured Object without the prior consent of BTA;

13.1.6. leave the scene of the event untouched as much as possible and immediately inform BTA to approve the time of arrival of the representative of BTA for inspection of the damaged Insured Object, assessment of the damage and specification of the circumstances of the Insured Event;

13.1.7. preserve the usable parts of the Insured Object and give them to BTA for inspection on the request of BTA;

13.1.8. immediately inform BTA if the damage has been (partly) indemnified for by a third party, including the motor insurance provider;

13.1.9. immediately inform BTA if the lost (stolen, hijacked) Insured Object is found or its location is identified;

13.1.10. immediately give the damaged Insured Object to BTA after BTA has indemnified for its value before the Insured Event.

13.2. After the occurrence of an Insured Event, either party to the Insurance Contract may cancel the Insurance Contract within one month from the end of the activities of damage identification.

13.3. BTA has the right to annul the Insurance Contract if the Policyholder has submitted false data or tried to mislead BTA about the Insurance Contract or the circumstances of an Insured Event.

14. GENERAL EXCLUSIONS

14.1. Damage that has been directly or indirectly caused by the following events is not an Insured Event and not subject to indemnification:

14.1.1. war or a situation similar to war, terrorism (including the restrictions or measures implemented for its prevention), mass unrest, uprising; strike or lockout;

14.1.2. confiscation, expropriation or other activities of public authorities;

14.1.3. nuclear energy, radioactive substances or radioactivity, radiation, toxicity or explosiveness that have emerged as a result of these;

14.1.4. epidemic, natural catastrophe (including earthquake, landslide, land subsidence), environmental pollution and elimination thereof;

14.1.5. cyber incident or a threat thereof (covers users, networks, computer technologies, software, processes, complete information sent or stored, application programmes, services and systems, which are directly or indirectly connected via the Internet, telecommunications or computer networks

and in which their users interact);

- 14.1.6.** use of asbestos;
- 14.1.7.** an Insured Event is intentionally caused by the Policyholder or a person considered equivalent to the Policyholder;
- 14.1.8.** fines, penalties, default interest, interest and other contractual or legal sanctions;
- 14.1.9.** indirect damage;
- 14.1.10.** loss of profit;
- 14.1.11.** non-material damage;
- 14.1.12.** Force majeure;
- 14.1.13.** purely economic damage;
- 14.1.14.** the loss or damage has been compensated by a third party;
- 14.1.15.** expenses of the Policyholder or the Insured Person on any expert analyses or legal opinions, unless otherwise agreed;
- 14.1.16.** damage to, destruction or loss of an Insured Object that occurred before the Insurance Contract was entered into or the occurrence of which was known to the Policyholder;
- 14.1.17.** the Policyholder has not paid the Insurance Premium by the agreed due date (in the event of periodic payments, by the additional due date determined by BTA) and the Insured Event occurs after the expiry of the due date for payment of the Insurance Premium.

15. REDUCTION OF OR REFUSAL TO PAY INSURANCE INDEMNITY

- 15.1.** BTA has the right to reduce the Insurance Indemnity or refuse to pay it out if the Policyholder:
 - 15.1.1.** breached an obligation specified in the Insurance Contract and it has an impact on the occurrence of damage, the size of the damage or the identification thereof or the extent of the performance obligation of BTA;
 - 15.1.2.** breached the Safety Requirements and thereby increased the Insurance Risk, which had an impact on the occurrence of damage, the size of damage or the extent of the performance obligation of BTA;
 - 15.1.3.** intentionally breached an obligation specified in the Insurance Contract, which had to be performed after the occurrence of an Insured Event;
 - 15.1.4.** caused the Insured Event when under the influence of alcohol or drugs or other psychotropic substances;
 - 15.1.5.** caused the Insured Event by committing or concealing a criminal offence or aiding the commission of a criminal offence;
 - 15.1.6.** failed to inform BTA about an increase in the Insurance Risk and the Insured Event takes place after one (1) month has passed from the time when BTA should have received the relevant notification;
 - 15.1.7.** caused the Insured Event due to gross negligence.

16. INDEMNIFICATION OF DAMAGE

- 16.1.** Damage is indemnified after the completion of claims handling, which covers identification of the reason, size and other important circumstances of the damage.
- 16.2.** BTA carries out claims handling efficiently and as quickly as possible. The obligation of BTA to perform the Insurance Contract becomes collectible upon the occurrence of the Insured Event and termination of acts required to determine the extent of performance by BTA.
- 16.3.** BTA is obliged to finish the loss procedure and make the indemnification decisions within fifteen (15) calendar days of receipt of all of the documents required by BTA and identification of the size of damage. A required document may also be a decision to be made in the civil, misdemeanour or criminal proceedings initiated in relation to the loss event, which is significant in respect of the performance obligation of BTA.
- 16.4.** If BTA has not completed the activities required for determination of the extent of performance within one month of notification of the Insured Event, the Policyholder may in the event of ascertainment of the Insured Event demand that BTA pay money on the account of the performance obligation to the extent that BTA should pay as a minimum according to the circumstances. The deadline stops running for the time during which the completion of activities is obstructed by a circumstance arising from the Policyholder.
- 16.5.** BTA decided on the manner of indemnification for damage, which may be:
 - 16.5.1.** monetary indemnity;
 - 16.5.2.** restoration of the damaged item;
 - 16.5.3.** replacement of the damaged, destroyed or lost (stolen, hijacked) item with an equivalent one.
- 16.6.** The insurable value (average market value) immediately before the occurrence of the Insured Event of the Insured Object damaged, destroyed or lost as a result of an Insured Event is taken as a basis for calculation of the Insurance Indemnity.
- 16.7.** If BTA indemnifies the damage in money, BTA will not be obliged to pay out the indemnity before the person entitled to receive the Insurance Indemnity has given their current account number in writing.

- 16.8.** If the Policyholder enters into a contract for services for restoration of the damaged Insured Object without the participation of BTA, BTA will issue a letter of guarantee to the Policyholder or the contractor.
- 16.9.** BTA is not liable for the quality of the works completed on the basis of the contract for services or breaches of any other obligations arising from the contract for services.
- 16.10.** If BTA and the person entitled to the Insurance Indemnity fails to reach an agreement about the restoration of the damaged Insured Object, BTA will pay a monetary indemnity on the basis of the lowest calculation or tender.
- 16.11.** In the case of replacement or restoration of a damaged, destroyed or lost Insured Object, BTA has the right to determine the manner of restoration or replacement and the person who will perform it.
- 16.12.** BTA has the right to withhold the Excess stipulated in the Insurance Contract and the Insurance Premium(s) that have become collectible from the Insurance Indemnity. Excess is subtracted after the reduction of the possible Insurance Indemnity.
- 16.13.** Upon reduction of or refusal to pay out the Insurance Indemnity, BTA proceeds from the scope and excusability of the breach by the Policyholder, its impact on the occurrence of the Insured Event and the determination of the size of the damage.
- 16.14.** Upon indemnification of damage, BTA has the right to demand transfer of the right of claim of the damaged or destroyed object or lost (stolen or hijacked) object to BTA. Until the transfer of the item or the right of claim, BTA may reduce the Insurance Indemnity by the value of the relevant item or right.
- 16.15.** If the stolen or hijacked Insured Object is found after BTA has paid out the Insurance Indemnity, BTA has the right to demand transfer of the right of ownership of the Insured Object or refund of the Insurance Indemnity paid out to the extent that corresponds to the value of the Insured Object found.
- 16.16.** If there is a dispute between the parties to the Insurance Contract about the amount of the Insurance Indemnity, BTA will pay out the Insurance Indemnity in the amount that has been proven and about which there is no dispute.
- 16.17.** If a breach of the Insurance Contract, which is a basis for reduction of or refusal to pay out the Insurance Indemnity, becomes evident after the Insurance Indemnity was paid out, BTA will have the right to demand partial or full refund of the Insurance Indemnity paid out.
- 16.18.** BTA has the right to refuse to pay out the Insurance Indemnity if false information has been presented about the Insured Event, which affects the circumstances of the Insured Event and the size of the damage.
- 16.19.** If BTA delays the payout of the Insurance Indemnity, the Policyholder will have the right to demand default interest from BTA at the rate established by law on the outstanding amount for each day of delay, but the total amount of default interest may not exceed 10% (ten percent) of the outstanding Insurance Indemnity.

17. TRANSFER OF CLAIMS TO BTA

- 17.1.** A claim for indemnification of damage against a third party that belongs to the Policyholder or the Insured Person will transfer to BTA to the extent of the damage to be indemnified BTA.
- 17.2.** If the Policyholder or the Insured Person waives a claim against a third party or waives a right that guarantees this claim, BTA will be released from its performance obligation to the extent in which they would have been entitled to claim compensation on the basis of the aforementioned claim or right.
- 17.3.** If the Policyholder or the Insured Person has a claim against their relative in an ascending or descending line or spouse as well as a family member living with them, BTA will have right of recourse only if such a liability of the relevant person is insured or if the relevant person caused the damage intentionally.
- 17.4.** The Policyholder is obliged to transfer all the data, documents and explanations required for the exercise of the right of claim to BTA and help BTA upon the submission of the reclaim.

18. EXPIRY OF CLAIMS

- 18.1.** Any claims arising from an Insurance Contract expire in three years. Calculation of the expiry period starts from the end of the calendar year when the claim falls due.
- 18.2.** If the Policyholder has submitted to BTA a claim for indemnification for loss and damage and BTA has notified in writing of its refusal to indemnify for the loss and damage or of reduction of the indemnity, BTA will be released of the performance obligation if the Policyholder does not file an action to force performance of the obligation with the court within one year after the receipt of the decision to reject the application. BTA will not be released from the performance obligation if they do not inform the Policyholder of the legal consequences of the expiry of the one-year term in its response.

19. TERMINATION AND EXPIRY OF INSURANCE CONTRACT

- 19.1.** The Insurance Contract expires:
- 19.1.1.** at the end of the Insurance Period;
 - 19.1.2.** upon cancellation of the Insurance Contract;
 - 19.1.3.** upon withdrawal from the Insurance Contract;
 - 19.1.4.** by agreement between the parties;

19.1.5. in other cases provided by law.

- 19.2.** A party to the Insurance Contract may withdraw from the Insurance Contract or cancel it on the bases, by the procedure and at the time set forth by law on the basis of an application submitted in a format that can be reproduced in writing. The application must include the Policyholder's first name and surname/business name, personal ID code/registry code, contact details, the basis and date of cancellation, name and current account number of the recipient of the Insurance Premium to be refunded.
- 19.3.** Each party may cancel an Insurance Contract entered into without a term by the end of the current Insurance Period by notifying the other party thereof at least one month in advance.
- 19.4.** BTA is entitled to the Insurance Premium for the current Insurance Period in the event of cancellation of the Insurance Contract. BTA will refund the Insurance Premium paid for the time remaining until the end of the Insurance Period to the Policyholder, unless the Insured Object has been destroyed and BTA has paid out the Insurance Indemnity from which the Insurer's management expenses or 15% (fifteen percent) of the annual Insurance Premium have been subtracted.
- 19.5.** BTA has the right to withdraw from the Insurance Contract or cancel the Insurance Contract with respect to all or certain insured objects or persons.
- 19.6.** NOTIFICATION AND SENDING NOTICES
- 19.7.** All notices of the Policyholder, Insured Person and Beneficiary, which must be given to BTA pursuant to the Insurance Contract or legislation, as well as any applications and consents related to the Insurance Contract must be sent to BTA in writing or in a format that can be reproduced in writing, unless agreed otherwise.
- 19.8.** BTA hands over the Policy and other documents related to the Insurance Contract or sends them to the postal address or e-mail address of the Policyholder specified on the Policy.
- 19.9.** BTA will send all of the notices that BTA must give to the Policyholder, Insured Person, Beneficiary or mortgagee under the Insurance Contract or legislation in writing or in a format that can be reproduced in writing.

20. NOTIFICATION AND SENDING NOTICES

- 20.1.** All notices of the Policyholder, Insured Person and Beneficiary, which must be given to BTA pursuant to the Insurance Contract or legislation, as well as any applications and consents related to the Insurance Contract must be sent to BTA in writing or in a format that can be reproduced in writing, unless agreed otherwise.
- 20.2.** BTA hands over the Policy and other documents related to the Insurance Contract or sends them to the postal address or e-mail address of the Policyholder specified on the Policy.
- 20.3.** BTA will send all of the notices that BTA must give to the Policyholder, Insured Person, Beneficiary or mortgagee under the Insurance Contract or legislation in writing or in a format that can be reproduced in writing.
- 20.4.** If BTA's name, legal form or address changes during the term of the Insurance Contract, BTA will inform the Policyholder about this in a format that can be reproduced in writing or publishes the notice on the website www.bta.ee or communicates it via means of mass communication.
- 20.5.** BTA has the right to record all notices sent to it via means of communication and other operations and, if necessary, use the relevant recordings to prove the expressions of intent and operations of the Policyholder or other persons related to the Insurance Contract.

21. PERSONAL DATA PROCESSING

- 21.1.** BTA processes the personal data of clients on the basis of Regulation (EU) 2016/679 of the European Parliament and of the Council, the Personal Data Protection Act, the Insurance Activities Act and the other legislation that regulates personal data processing and the internal regulative documents of BTA.
- 21.2.** The exact objectives and principles of personal data processing of BTA are described in the privacy policy of BTA, which is accessible on the BTA website at www.bta.ee.
- 21.3.** BTA may use the electronic contact details of the Policyholder and other means of communication that enable individual communication (excluding an automated calling system that requires no human intervention, fax, answering machine), the use of which has not been expressly prohibited by the Policyholder, for direct marketing within the scope of similar services.
- 21.4.** BTA has the right to disclose the personal data of the Client to third parties if the relevant right arises from law or the Client has given their consent thereto.

22. RESTRICTIONS ARISING FROM INTERNATIONAL SANCTIONS

- 22.1.** Irrespective of any terms and conditions of the Insurance Contract, BTA will not be obliged to provide Insurance Cover, i.e. enter into an Insurance Contract, indemnify for loss and damage, provide services or offer benefits to persons if this would breach directly applicable international sanctions, financial embargoes and economic sanctions, laws and regulations. The applicable sanctions are the national sanctions imposed by the Republic of Estonia, sanctions of the European Union, sanctions of the United Nations Organisation,

sanctions of the United States of America and/or other sanctions that BTA has to adhere with and enforce pursuant to regulative acts.

- 22.2.** BTA has the right to cancel the Insurance Contract if the Policyholder or Insured Person proves to be the subject of international sanction for the purposes of subsection 5 (2) of the International Sanctions Act.

23. COMPLAINTS HANDLING

- 23.1.** The Customer has the right to file complaints about the activities of BTA:

- 23.1.1.** by telephone, which allows for calls to be recorded;
- 23.1.2.** in writing in free format at a branch of BTA;
- 23.1.3.** using the suggestions and complaints form on the website of BTA;
- 23.1.4.** by post to Lõõtsa 2b, 11415 Tallinn;
- 23.1.5.** by e-mail to an e-mail address belonging to BTA (bta@bta.ee);
- 23.1.6.** via the social media channels of BTA or other communication applications used by BTA.

- 23.2.** BTA will respond to a complaint within fifteen (15) working days of receipt of the complaint. If BTA cannot resolve a complaint within the aforementioned deadline due to its complexity or other good reasons, BTA will inform the complainant in a format that can be reproduced in writing about the reasons for extending the proceedings and the additional response deadline. BTA will respond to a complaint within thirty (30) calendar days of receipt of the complaint.

- 23.3.** BTA will respond to a complaint in a format that can be reproduced in writing, excl. if another communication channel has been agreed with the complainant. The complaints handling procedure of BTA is available on the website of BTA at www.bta.ee.

24. DISPUTES HANDLING

- 24.1.** If the decision of BTA does not meet the expectations of the Client, the Client can contact the insurance conciliation body, which operates by the Estonian Insurance Association.

- 24.2.** Before the initiation of conciliation proceedings, the Client must submit a claim to BTA and allow BTA to respond to the claim. Additional information is accessible on the Estonian Insurance Association's website www.eksl.ee.

- 24.3.** Any disputes arising from Insurance Contracts, incl. disputes in which no agreement has been reached at an insurance conciliation body, will be settled in the Harju County Court.

- 24.4.** The normative acts of the Republic of Estonia are applied to the resolution of disputes arising from Insurance Contracts.

- 24.5.** The activities of BTA are supervised by the Financial Supervision Authority (Sakala 4, 15030 Tallinn, info@fi.ee). The Financial Supervision Authority does not resolve any contractual disputes between the Insurer and the Policyholder/Insured Person.

25. CONFIDENTIALITY OF INFORMATION

- 25.1.** The parties to the Insurance Contract are obliged to not disclose any information they have received within the scope of the Insurance Contract about the parties or third parties, and not use this for damaging the interests of the parties to the Insurance Contract, unless disclosure is required under the normative acts of the Republic of Estonia.

- 25.2.** BTA has the right to submit information related to the Insurance Contract to experts, reinsurers, partners, other insurers and other persons stipulated by law.