

1. General

- 1.1. These Terms of Use ("Terms") set out how you ("you") may use the insurance portal ("Portal") and the services available through it ("Service").
- 1.2. Service allows you to:
 - (i) retrieve information about your existing insurance policies; and/or
 - (ii) request an insurance quote from Insurer (as defined below), including a premium calculation, and – if you accept the offer – proceed to conclude an insurance contract with the Insurer under the Insurer's standard procedures.
- 1.3. Service is offered by AS Citadele banka Estonian branch (reg. no. 11971924, Narva mnt 63/1, 10120 Tallinn) – referred to as "we", "us", or "our" – in cooperation with the technical provider Insurely AB (reg. no. 559103-5646, Kungsgatan 9, 111 43 Stockholm, Sweden).
- 1.4. The insurance products available through Service are provided by AAS BTA Baltic Insurance Company Estonian branch (reg. no. 11223507, Lõdtsa tn 2b, 11415 Tallinn) – referred to as "Insurer".
- 1.5. Citadele acts as the Insurer's insurance agent and is included in the register of insurance intermediaries maintained by the Estonian Financial Supervision Authority (Finantsinspektsioon, www.fi.ee). In accordance with the Insurance Activities Act, Insurer is responsible for Citadele's activities as insurance agent. For details on commission, see our Important Information about the Insurance Agent.
- 1.6. To use Portal, you must confirm electronically that you accept these Terms. If you do not agree, please do not use Service. We may update Terms from time to time – see Section "Changes and Discontinuation" for details on how we notify you of changes.
- 1.7. Service has two main functions – Data Aggregation and Insurance Premium Calculation – described in detail in Section 2 below.
- 1.8. We may contact you solely to assist in completing an unfinished insurance application or to notify you of an expiring policy, in accordance with our Privacy Notice. You can opt out of such communication at any time.
- 1.9. By using Service, you agree to these Terms. If you do not agree, please do not use Service.

2. Service

- 2.1. Data Aggregation Function – enables you to request the retrieval of certain information about your existing insurance policies you choose to view in Portal. Once we retrieve your insurance information, we present it in an easy-to-read format. You will see key details such as what your policy covers, the insured object, coverage limits, and the policyholder (you). This overview helps you understand your current insurance position and simplifies applying for a new policy.
Important: Service provides general information about insurance products only. It does not constitute personalized insurance advice or a recommendation.
- 2.2. Insurance Premium Calculation Function – enables you, through Portal, to submit a request for insurance premium calculation and to receive an insurance offer from Insurer. If you wish to accept the insurance offer, Portal will redirect you to Insurer's website. There you can conclude the insurance contract and pay the premium, following Insurer's standard process.
- 2.3. The information used in Service is based on the data received from insurers. However, it may not include all policy details. For full and legally binding information, you should always check your original insurance policy and related documents.
- 2.4. When you choose to use Data Aggregation Function and retrieve insurance data from your insurance company, you authorize and instruct us to retrieve information from user accounts at your chosen insurance companies and that your chosen insurance companies disclose information to us about your current insurance policy for use within Service in accordance with Terms. The collection of insurance data from your insurance company takes place only after your active choice and is completed by means of your authentication with the relevant insurance company in accordance with Service's instructions.
- 2.5. Where Portal pre-fills property or vehicle data from public registries, such data is obtained following your active request and used by the Insurer acting on your behalf to calculate the insurance premium and prepare an insurance offer. We endeavor to use accurate information. However, we cannot guarantee the accuracy of data maintained by third-party registries. Please verify all pre-filled information before accepting an offer.
- 2.6. We do not check whether the information you give us is correct, including the login details you use to access any insurance company's website. If the information is not accurate or complete, we may not be able to provide the Service or make sure it works properly.

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- 2.7. We are also not responsible if you log in to an insurance company's account, but it turns out that you have no actual connection or agreement with that company, e.g. in case you log in to the internet bank, but you do not have valid insurance agreement, etc.
- 2.8. Some insurers may ask you to accept their own terms when you log into their site. If so, we will notify you or present those terms for your review. By continuing to log in at that insurer's site, you agree to their applicable terms.
- 2.9. A new insurance offer will be made available to you in Portal. This offer is prepared by Insurer based on the information received regarding the insured object and the policyholder, as well as any additional information and choices you provide within Portal.
- 2.10. By using Service and providing any data in Portal, you confirm that:
- (i) the data provided is accurate, complete and correct;
 - (ii) you have the right to conclude an insurance contract with the Insurer in respect of the relevant insured object (i.e. you are the owner, lawful possessor or a duly authorized person);
 - (iii) you assume responsibility for the accuracy of the data provided and for any consequences arising therefrom, including, but not limited to, recognition of the insurance contract concluded with the Insurer as invalid, obligation to pay insurance premiums (or their reduction) in accordance with the terms and conditions set by Insurer, and compliance with obligations arising from the concluded insurance contract.
- 2.11. Concluding a new insurance contract through Portal does not automatically cancel your existing policy. If the same risk is insured under multiple policies, you will not receive double compensation and may incur unnecessary costs. To cancel your existing policy, contact your current insurer directly.
- 2.12. Before concluding an insurance contract, please review the Insurer's pre-contractual information, available at [Pre-Contractual Information - BTA](#)

3. Permitted Use

- 3.1. If you agree to and comply with Terms, we grant you a personal, non-transferable right to use Service. We may restrict or revoke this right if necessary (for example, if you misuse Service).
- 3.2. You are not allowed to copy, change, share, or publish any content we provide via Service. You may download or save information for yourself, if there is such an option provided in Portal, but you must not misuse Service or use it for anything illegal.
- 3.3. By using Service, you confirm and agree that:
- You are entitled to enter your insurance account login details in Portal and authorize us to retrieve your policy information on your behalf.
 - You will use Service in accordance with Terms.
 - You will keep your login credentials secure and protect your devices (for example, with a password, fingerprint, or face recognition).
 - If you suspect someone else is using Service without your permission, you will notify us immediately.
 - When using Insurance Premium Calculation Function, you will provide information that is accurate, complete, and correct.
 - When using Insurance Premium Calculation Function, you confirm you are the owner, lawful possessor of the insured object, or otherwise authorized to conclude an insurance contract for that object.
 - You understand that Data Aggregation will be performed only if you actively choose it in Portal and complete authentication with the selected insurer.
- 3.4. Prohibited Use:
- You must not use Service in any way that disrupts or interferes with its normal operation or the systems supporting it. You must not:
- take any action intended to damage, disable, overload, or impair Service or the systems of Citadele, Insurely, or their partners; attempt to bypass or tamper with any security or technical features of Service;
 - use bots, scripts, or automated methods to access or collect data from Service, unless expressly authorized;
 - prevent or obstruct the authorized retrieval, validation, or sharing of data on behalf of users; or
 - assist or encourage any third party to do any of the above.
- If we suspect misuse, we may suspend your access. Where feasible, we will notify you and give you a reasonable opportunity to rectify the issue before permanently terminating access.

4. Intellectual Property

4.1. By using Service, you agree not to copy, modify, or tamper with any content, data, or documents we or our partners provide through Portal. All content and technology used in Service are protected by intellectual property laws. You receive no ownership rights – only a limited right to use Service as described in Terms.

5. Processing of Personal Data

5.1. We are the data controller for any personal data you provide or that we collect through Portal. Portal is operated in technical cooperation with Insurely AB, which processes personal data solely on our behalf under a data processing agreement, in compliance with the GDPR.

5.2. We process your personal data for the following purposes and on the following legal bases:

- Service delivery: To retrieve your insurance policy information from your chosen insurer and transfer the necessary details to Insurer for preparing a new insurance offer and transfer to insurer the data provided by you when using the Insurance Premium Calculation Function for the conclusion of an insurance contract.
- Data Aggregation: To access your third-party insurer accounts and retrieve policy data when you use Data Aggregation Function. You may withdraw this consent at any time.
- Portal security and support: To maintain Portal's security, prevent fraud, and contact you for service support.

5.3. The legal bases for the processing of your personal data are: the necessity to perform a contract to which you are a party (i.e., these Terms are binding to you and shall be treated as a contract between you and us), your explicit consent, or our legitimate interest in providing a user-friendly and efficient service.

5.4. If we process your data based on your consent, you can withdraw that consent at any time, as explained in our [Insurance Portal Privacy Notice \(Estonia\)](#).

5.5. To learn more about what data we collect and how we use it, or information on details on data retention periods, international transfers, your data subject rights (including access, rectification, erasure, and data portability), and how to contact our Data Protection Officer, please see our [Insurance Portal Privacy Notice \(Estonia\)](#).

6. Access to Service

6.1. We may block your access to Service at any time if you break these Terms or use Service in a way that could harm us or others.

6.2. While we make reasonable efforts to ensure that the information provided through Service is accurate and up to date, we do not guarantee uninterrupted availability or the completeness and reliability of the content. We are not responsible if Service is temporarily unavailable or if something doesn't work as expected.

6.3. If we need to suspend or restrict Service (for example, for maintenance, security, or regulatory reasons), we will inform you as soon as reasonably practicable is, for instance, through Portal or by email.

6.4. If you have any problems using Portal, please contact us +372 770 0000 or poliis@citadele.ee.

7. Limitation of Liability

7.1. We aim to provide accurate and reliable information. However, Service is provided "as is" – we cannot guarantee it will always be available, uninterrupted, or error-free. This does not affect any rights you may have under applicable law.

7.2. We are not responsible for your decision to use Service or to purchase insurance.

7.3. We are not liable for any losses you may suffer if Service is unavailable or does not work properly due to technical issues, internet problems, or other reasons beyond our control.

7.4. To the extent permitted by applicable law, we are not liable for indirect or consequential losses arising from use of Service, or for losses caused by circumstances beyond our reasonable control (for example, internet outages or third-party system failures). Nothing in these Terms limits our liability for loss or damage caused by our willful misconduct or gross negligence, or any other liability that cannot be excluded under applicable law.

7.5. Insurer's responsibilities: Any insurance policy you purchase through Portal is a contract between you and the Insurer. Insurer is responsible for providing coverage, managing the policy (including amendments and cancellation), handling claims, and administering premium payments.

7.6. Our responsibilities: As Insurer's agent, we are responsible for fulfilling our own legal obligations in providing Service, including providing accurate information and informing you about the procedure for filing complaints regarding our activities as an insurance agent.

8. Changes and Discontinuation

- 8.1. We may update these Terms from time to time. If we make material changes, we will notify you in advance (for example, via the Portal or by email). If you continue using the Service after the updated Terms take effect, you accept the new Terms. If you do not agree to the changes, you should stop using Service.
- 8.2. We may also change or discontinue Service at any time. If we plan to make major changes or discontinue the Service, we will give you advance notice where reasonably possible.

9. Assignment

- 9.1. You may not transfer your rights or obligations under these Terms without our prior written consent.
- 9.2. We may transfer our rights and obligations under these Terms to another Citadele group entity or a legal successor. If we do so, we will inform you in advance.

10. Governing Law and Dispute Resolution

- 10.1. Governing law: These Terms are governed by the laws of the Republic of Estonia.
- 10.2. Complaints:
- For complaints about the insurance product or the Insurer's activities, contact BTA at bta@bta.ee or Lõõtsa 2b, 11415 Tallinn.
 - For complaints about Citadele's services or Portal, contact us at +372 770 0000 or poliis@citadele.ee
 - If your complaint is not resolved to your satisfaction, you may contact:
 - (a) the Estonian Financial Supervision Authority (Finantsinspeksioon), info@fi.ee, www.fi.ee – for complaints regarding insurance intermediation; or
 - (b) the Consumer Disputes Committee under the Consumer Protection and Technical Regulatory Authority (TTJA), www.ttja.ee – for general consumer disputes.
- 10.3. Any disputes not resolved through these procedures may be brought before the competent courts of Estonia.
- 10.4. Regulatory information: AS Citadele banka operates in Estonia through its Estonian branch. The European Central Bank (ECB) is the bank's prudential supervisory authority. The bank is licensed as a credit institution in Latvia, with its license registered with Latvijas Banka. Supervision of compliance with financial market rules in Estonia is performed by Finantsinspeksioon.