

## Electrical appliances insurance information for clients

### 1. General information

- 1.1 The insurance company providing electrical appliances insurance is If P&C Insurance AS, registry code 10100168, registered office Lõõtsa 8, 11415 Tallinn.
- 1.2 The insured person is a client with a valid electricity or gas sales contract entered into with Eesti Energia AS (hereinafter Eesti Energia), who has an insurable interest for insuring the object of insurance.
- 1.3 The insurance cover shall apply pursuant to the terms and conditions for electrical appliances insurance. The terms and conditions are available at [www.energia.ee/en/kindlustustingimused](http://www.energia.ee/en/kindlustustingimused).
- 1.4 Upon applying the insurance cover, the insured person warrants and represents that the terms and conditions of insurance have been made available to them; they have examined them, understood them, and fully agree with the provisions set out therein.
- 1.5 The insured person agrees that upon entry into force of the insurance cover, an electronic insurance certificate shall be issued to the insured person, which shall not be signed.
- 1.6 The principles for processing personal data are available on the websites of the insurer [www.if.ee](http://www.if.ee).

### 2. Insurance of third party insurance risk

- 2.1 The insured person is aware of and agrees that Eesti Energia insures the insured person as a policyholder as a third party insurance risk pursuant to the provisions of §§ 463-465 of the Law of Obligations Act.
  - 2.1.1 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 the insurance company. The third party may not exercise these rights without the consent of the policyholder.
  - 2.1.2 The policyholder may exercise the rights arising for the third party from an insurance contract on behalf of the policyholder, including the recovery or waiver of the claim of the insured person against the insurance company, or conclude transactions with it.
  - 2.1.3 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.
  - 2.1.4 The policyholder has the preferential right to satisfy a claim filed against their third party and related to the object of insurance at the expense of a claim for performance of the insurance contract filed against the insurer before the third party and their creditors.
  - 2.1.5 If the knowledge and conduct of the policyholder bear legal effect pursuant to the Law of Obligations Act, the knowledge and conduct of the third party shall, upon insuring an insurance risk related to the third party, be considered as equal to the knowledge and conduct of the policyholder.
  - 2.1.6 Knowledge of the third party regarding a fact or circumstance shall not be deemed equal to the knowledge of the policyholder if the contract was entered into without the knowledge of the third party or against their will.

### 3. Insurance cost and payment

- 3.1 The cost of insurance is a fixed payment that is the same for all insured persons and is based on the uniform maximum limit of indemnity as agreed on in the terms and conditions of insurance.
- 3.2 Insurance cost consists of the insurance premium paid by the policyholder to the insurer, the policyholder's expenses for making the service available and administration costs.
- 3.3 The amount of the insurance premium is provided in the insurance certificate. The insured person shall not incur any other expenses upon entry into force of the insurance cover.
- 3.4 The insurance premium for the previous month shall be paid on the basis of a uniform invoice issued by Eesti Energia along with the electricity or gas consumed during the billing cycle. Please note: if the amount of the

invoice is less than 3 (three) euros, Eesti Energia shall not issue an invoice and payment for the services consumed in the respective billing cycle shall take place with the services consumed in the subsequent billing cycles.

#### **4. Explanations regarding the electrical appliances insurance cover**

- 4.1 In the case of the electrical appliances insurance “Plus” package, the losses arising from damage to the electrical appliances located at the insured location are insured within the limit of indemnity against lightning, sudden and unexpected overvoltage or undervoltage occurring outside the object of insurance, overload, or short-circuit, as well as damage to the electrical installations located at the insured location, and also the expenses on identifying a malfunction in a damaged electrical appliances if the damage to the electrical appliances was not caused due to lightning, sudden and unexpected overvoltage or undervoltage occurring outside the object of insurance, overload, or short-circuit, but only if the market value of the damaged electrical appliance at the moment of occurrence of the insured event exceeds 50 euros.
- 4.2 Electrical appliances located at the insured location are insured, for example the following: TV, laptop, landline telephone, washing machine, dishwasher, stove, refrigerator, fire and security alarm devices, electric heating and ventilation equipment, other heating devices, etc.
- 4.3 The insurance cover applies to insured events that have taken place at the insured location. The insured location is the place of residence of the insured person in the residential buildings of the insured person or apartments located in residential buildings, as well as basement sections, storage rooms, etc., located in the same building as the apartment that are in the sole use of the owner of the apartment, which have been entered in the state register of construction works and described therein as a structure that is in use or partially in use, and a respective contract on the sale of electricity or gas has been entered into for the metering point of the place of consumption thereof.
- 4.4 The following is not insured under electrical appliances insurance:
  - 4.4.1 software, licences, user manuals;
  - 4.4.2 electrical appliances located outside the insured location (appliances located in the yard, in sheds, garages, saunas, greenhouses and other auxiliary buildings);
  - 4.4.3 heat pumps and heating systems and parts thereof that are older than 10 years.
- 4.5 The insurance does not indemnify losses caused by the following:
  - 4.5.1 intent or gross negligence of the insured person or their family member;
  - 4.5.2 incorrect installation or use of electrical appliances;
  - 4.5.3 an electric or mechanical malfunction in the electrical appliance (except if this was the cause of an insured event);
  - 4.5.4 depreciation;
  - 4.5.5 missing or substandard fuses;
  - 4.5.6 other exclusions provided in the terms and conditions of insurance.

#### **5. Right of withdrawal**

- 5.1 The insured person has the right to withdraw from the insurance cover without providing a reason therefor within fourteen (14) days as of entry into force of the insurance cover. The notice of withdrawal must be submitted in a format that can be reproduced in writing to the address [teenindus@energia.ee](mailto:teenindus@energia.ee). Only the insured person can submit the notice of withdrawal. No additional expenses shall be incurred by the insured person in relation to withdrawal.

#### **6. Term of insurance cover**

- 6.1 The insurance cover shall apply for an unspecified term.
- 6.2 Eesti Energia shall be entitled to amend the terms and conditions of insurance, including the insurer, by informing the insured person thereof in a format that can be reproduced in writing thirty (30) calendar days before entry into force of the new terms and conditions of insurance.

6.3 If the insured person does not terminate the insurance cover within thirty (30) days as of the taking effect of the new terms and conditions of insurance, it shall be considered that the insured person has by default expressed the intent to approve the amended terms and conditions of insurance.

## **7. Termination of contract**

- 7.1 The insured person has the right to terminate the insurance cover at any time by sending a respective declaration to the e-mail address [teenindus@energia.ee](mailto:teenindus@energia.ee). The insurance cover shall be terminated as of the 1<sup>st</sup> day of the month following the declaration. Upon the termination of the insurance cover, Eesti Energia shall not apply any administration costs or contractual penalties.
- 7.2 If an electricity and/or gas sales contract entered into with Eesti Energia AS expires or is terminated at the insured location, the insurance cover shall automatically expire on the same day.
- 7.3 The policyholder has the right to stop providing the insurance cover by notifying the insured person thereof thirty (30) days before the commencement of a new insurance period.

## **8. Providing notice of an insured event**

- 8.1 Eesti Energia must be immediately notified of an insured event. The contact details and a description of the mandatory information to be submitted in the loss notice are provided in the insurance certificate and in the terms and conditions of insurance.

## **9. Applicable law**

- 9.1 Law of the Republic of Estonia.

## **10. Contestation and filing a complaint with the Financial Supervision Authority or a body resolving consumer disputes**

- 10.1 If the insured person wishes to file a complaint with Eesti Energia, the notice must be sent to [teenindus@energia.ee](mailto:teenindus@energia.ee).
- 10.2 If the insured person wishes to file a complaint with the insurer, the notice must be sent to [info@if.ee](mailto:info@if.ee).
- 10.3 The insured person shall have the right to address the Conciliation Body operating at the Estonian Insurance Association for resolution of disputes with the insurer. A claim regarding the dispute must be submitted to the insurer and the insurer must be given the opportunity to respond to the claim before the conciliation procedure. Additional information is available on the Estonian Insurance Association's website [www.eksl.ee](http://www.eksl.ee).
- 10.4 Any disputes arising from insurance contracts, including disputes concerning which no agreement has been reached at an insurance conciliation body, shall be settled in the Harju County Court.
- 10.5 The insured person has the right to file a complaint concerning the activities of the insurer with the Financial Supervision Authority (Sakala 4, Tallinn).
- 10.6 The insured person is also entitled to file a complaint with the Consumer Disputes Committee of the Consumer Protection and Technical Regulatory Authority. Contact details: Endla 10A, Tallinn 10142, telephone 6201707. Further information and procedural rules: <https://komisjon.ee/et/avalduse-esitamine>.