

# Terms and Conditions

## Fire Insurance

### 1. Insurer, policyholder and insured person

- 1.1. Insurer is BTA Baltic Insurance Company Estonia branch
- 1.2. The policyholder is Eesti Energia Aktsiaselts who has an insurable interest and has concluded an insurance contract with insurer and has the obligation to pay insurance premiums to Insurer. Policyholder has the obligation to explain to the insured person their rights and obligations arising out of the insurance contract and its terms.
- 1.3. The insured person is a private person and his/her family members who have entered into a valid electricity or gas sales contract with Eesti Energia AS or its subsidiaries, also private person who has legal right to use premises and/or facilities in location which address is stated in electricity or gas sales contract.
- 1.4. The insured is entitled to receive indemnity from the insurer. Insured shall apply for the insurance indemnity through the Policyholder.
- 1.5. Insured shall not be any legal persons.

### 2. Insurance period

The validity period of the insurance cover is a term specified in the insurance certificate made available to insured, during which the insurance cover applies and on the basis of which the insurance costs are calculated.

### 3. The insured location

- 3.1. The insurance cover applies to insured events occurring at the place of insurance. The place of insurance shall be considered to be the place of residence of the insured in the following buildings or apartments which are registered in the Estonian building register as a building in use or as a building partly in use and for which the measuring point is covered by electricity or gas contract:
  - 3.1.1. private house, semi-detached house, terraced house, summerhouse, garden house;
  - 3.1.2. apartment.
- 3.2. The Insured locations shall not be any detached buildings which are not residential buildings, such as sheds, saunas, greenhouses, garage, auxiliary buildings, utility buildings, stables, etc

### 4. Insured item

- 4.1. The insurance cover applies to the insured items. Insured item is considered to be a residential building located in the place of insurance or an apartment in a residential building located in the place of insurance.
  - 4.1.1. A building is a structure which is permanently connected to the ground, with walls, a roof and indoor space and all its essential parts;
    - 4.1.1.1. Damages to following essential parts of the building will be indemnified in case of insured event and up to sum insured:
      - 4.1.1.1.1. main structures of the building (foundation, internal and external walls, ceilings, floors, stairs, roof), doors, windows, rain water drainage, and heating sources, fireplaces and chimneys permanently connected to the building structures as well as exterior finish;
      - 4.1.1.1.2. interior decoration of the building (finishing materials of walls, floors, and ceilings), sanitary equipment, bathtubs, shower boxes, permanently attached bathroom and kitchen furniture (except for kitchen appliances, tables and chairs), integrated lighting fixtures, sliding doors and folding doors);
      - 4.1.1.1.3. permanently attached heating, cooling, water and gas supplies, sewerage and ventilation systems and the connecting wires, pipes, channels and tanks;
      - 4.1.1.1.4. permanently attached communications, security and sound systems and the power supply system, radio and television antennae, lighting fixtures and parts of air conditioning appliances installed on the exterior sides or the roof of the building;

- 4.1.1.1.5. the following systems located outside but permanently attached to the building or a part of the building: heating, cooling, water and gas supplies, sewerage and ventilation systems, air-conditioning, communications and security alarm systems, and the power supply system up to the border of the place of insurance or to the junctions with the common pipeline or electricity line.
- 4.1.2. Apartment is delimited residential space that can be independently used as well as the parts thereof that can be altered without damaging common ownership or the rights of another apartment owner or altering the external form of the building.
  - 4.1.2.1. Damages to following essential parts of the apartment will be indemnified in case of insured event and up to sum insured:
    - 4.1.2.1.1. interior decoration of the of the apartment (finishing materials of walls, floors and ceilings), sanitary equipment, bathtubs, shower boxes, permanently attached bathroom and kitchen furniture (except for kitchen appliances, tables and chairs), permanently attached sliding doors and folding doors;
    - 4.1.2.1.2. doors and windows as well as the finishing of balconies, recessed balconies or terraces of the apartment;
    - 4.1.2.1.3. main building structures within the apartment that can be removed without compromising the stability of the building (non-load-bearing partition walls);
    - 4.1.2.1.4. the part of the heating system, water pipeline, sewerage, ventilation and electrical systems that is located in the apartment and is used solely by the apartment owner;
    - 4.1.2.1.5. permanent communications, security and sound systems in the apartment;
    - 4.1.2.1.6. heating sources and fireplaces located in the apartment and permanently attached to the building structures;
    - 4.1.2.1.7. parts of air-conditioning appliances of the apartment that are attached to the external walls of the building;
- 4.2. Insured items shall not be non-residential buildings, such as sheds, saunas, greenhouses, garage, auxiliary buildings, utility buildings, stables, etc
- 4.3. Insured item shall not be movable property. This includes furniture (except for permanently attached kitchen and bathroom furniture that is insured with building or apartment), household appliances, clothes, tableware, etc.
- 4.4. Insured item shall not be solar panels that are not permanently attached to the insured item and related equipment.

## **5. Insured Event**

- 5.1. Unexpected and unforeseeable fire occurring at the insured location during the insurance period, which was reported to the Estonian Rescue Board and/or Estonian Emergency Response Center and caused material damage.
  - 5.1.1. A fire shall be considered to be open flame which has caught fire outside the designated fireplace or has left it and is capable of spreading by itself. Damage caused by fire, smoke, soot and fire extinguishing operations shall be covered.

## **6. Limit of indemnity**

- 6.1. The sum insured is € 10,000. The insurer shall indemnify to insured for damages caused by the insured event in accordance with clause 7, but not more than the sum insured.

## **7. Indemnity rules**

- 7.1. If the insured item is not covered by primary home insurance, the indemnity shall be paid according to the expected restoration value of the damages caused by the insured event, but not exceeding the indemnity limit.
  - 7.1.1. The restoration value is the cost of restoration of a building or the interior finish of an apartment in the insured location into the condition prior to the insured event, primarily taking in to account the size and level of finishing of the building or apartment before the insured event.
- 7.2. If the insured item is covered by primary home insurance, the indemnity shall be paid for additional costs not covered by primary home insurance, according to the expected restoration value of the insured event but not exceeding the indemnity limit. Such additional costs may be:
  - 7.2.1. deductible portion of primary home insurance;

- 7.2.2. if the primary insurer reduces the indemnity for example, due to a breach of safety requirements, depreciation of the insured object, underinsurance, etc., Fire insurance shall indemnify that part of the damage;
- 7.2.3. cleaning costs exceeding the limit of primary home insurance;
- 7.2.4. if insured person and/or members of his/her family are injured as a result of the insured event, reasonable medical expenses are indemnified to the extent that they are not reimbursed by national Health Insurance Fund.
- 7.2.5. loss of income of insured person and/or members of his/her family due to health injury caused by the insured event;
  - 7.2.5.1. the income is calculated on the basis of the average income of the insured person during the six months preceding the occurrence of the insured event, and will be indemnified for maximum of 60 days if the insured person is incapable for work due to health injury.
- 7.2.6. claims of third parties against insured arising from the legal liability of the insured in connection with the occurrence of the insured event;
- 7.2.7. necessary expert fees to determine the cause of the insured event or to determine scope of damage;
- 7.2.8. if the insured item becomes uninhabitable after the insured event and rental expenses of temporary place of residence are not covered by primary home insurance, these expenses shall be indemnified up to a maximum of EUR 500 per month and a maximum of four months.
- 7.2.9. other reasonable costs incurred due to the insured event, which have been approved by the insurer before the expenses are made.
- 7.3. Preliminary indemnification after insured event.
  - 7.3.1. preliminary indemnification of EUR 2000 shall be paid to the insured within three working days, after the insured is exhaustively fulfilled his/her obligations set out in point 11.2 and the policyholder has forwarded the claim and information to the insurer in accordance with clause 11.3.3;
  - 7.3.2. preliminary indemnification is be paid only if the estimated damage to the insured item exceeds EUR 2000;
  - 7.3.3. preliminary indemnification will be deducted from the final amount of indemnification.

## **8. Deductibles**

No deductible applies.

## **9. Exclusions**

Intent or gross negligence of the insured or his/her family members or other persons legally entitled to use the premises of the insured.

## **10. General Exclusions**

- 10.1. Indemnification shall not be paid if the insured event is directly or indirectly caused by:
  - 10.1.1. terrorism;
  - 10.1.2. earthquake;
  - 10.1.3. nuclear weapon, nuclear energy or radioactivity;
  - 10.1.4. war or war-like situation, riot, strike or lockout;
  - 10.1.5. if the policyholder or the insured person was responsible in connection with the insured event for the commission of an act having the features of an intentional crime or for concealing such an act;
  - 10.1.6. if the policyholder or the insured person has provided the insurer with incorrect information or withheld information that is important for the insurer in making the decision of indemnification.

## **11. The obligations of the insured, the policyholder and the insurer upon occurrence of the insured event**

- 11.1. Obligations of the Insured upon the occurrence of the Insured Event:
  - 11.1.1. Take needed measures to limit the damage and prevent any further damages;
  - 11.1.2. act in accordance with the procedure provided in the legislation and, depending on the nature of the event, immediately inform the police, rescue services or other competent authority conducting the relevant rescue work or investigation of the circumstances of the event;

- 11.1.3. take needed steps to clarify the circumstances of the case, including helping to identify the possible cause of the damage, the person who caused the damage and the identity of the possible witnesses;
- 11.1.4. if possible, leave the scene untouched and immediately notify the policyholder, who will forward the information to the insurer. If necessary, agree on the time of arrival of the representative of the insurer to inspect the insured object, assess damage and clarify the circumstances of the insured event
- 11.1.5. submit the damaged insured object to the insurer for inspection in same condition after the insured event as soon as possible and / or allow the insurer to inspect the insured object, however, the insured may not make any changes to the damaged insured object without prior consent of insurer;
- 11.1.6. preserve the eligible parts of the damaged insured object and hand them over in possession of the insurer for inspection at the request of the insurer;
- 11.1.7. notify the insurer immediately if the damage was (partially) compensated by a third party by sending a notification to the e-mail [kahjud@bta.ee](mailto:kahjud@bta.ee).
- 11.2. The insured person shall claim compensation through the policyholder by submitting immediately after the occurrence of the insured event a claim notice to [teenindus@energia.ee](mailto:teenindus@energia.ee) containing the following information:
  - 11.2.1. the claimant's name, personal identification code, telephone number, e-mail address;
  - 11.2.2. date and time of the insured event;
  - 11.2.3. the address where the insured event occurred;
  - 11.2.4. description of the insured event (including information on possible witnesses, parties and suspects);
  - 11.2.5. description of damages (extent of damages to insured item);
  - 11.2.6. the estimated amount of the damage (estimated restoration costs of the insured item);
  - 11.2.7. photos of all damages which allow to assess the scope of damage;
  - 11.2.8. confirmation of existence/non-existence of primary home insurance for insured item.
- 11.3. Policyholder's obligations after receiving above described claim notification:
  - 11.3.1. register the claim;
  - 11.3.2. checking validity of insurance cover in moment of insured event;
  - 11.3.3. forwarding claim notification and information of the validity of the insurance cover to insurer (or appointed loss adjuster);
- 11.4. Insurer (or appointed loss adjuster) obligations after receiving above mentioned claim notification:
  - 11.4.1. assess preliminary scope of damages;
  - 11.4.2. pays the initial indemnity in the amount of EUR 2000 only if the estimated loss exceeds EUR 2000;
  - 11.4.3. send an inquiry to the Estonian Rescue Board regarding the registration of the insured event and ask for initial assessment of the causes of the fire;
  - 11.4.4. determine the final scope of the damage;
  - 11.4.5. carry out activities necessary for making a final decision of indemnification, ask additional information if needed, issues an indemnification decision and notifies the policyholder about it;
  - 11.4.6. Insurer will pay out indemnification to the insured.

## 12. Indemnification

- 12.1. Compensation for damage takes place after the claim handling process, which includes the determination of the cause, amount and other significant circumstances of the damage.
- 12.2. The obligation to fulfill the insurance contract by the insurer becomes recoverable upon the occurrence of an insured event and after completion of the procedures necessary to determine the size of the obligation of the performance of the insurer
- 12.3. The Insurer is obliged to complete claim handling proceedings and make a decision on indemnification of the loss no later than within 15 (fifteen) calendar days after receipt of all documents required by the Insurer and ascertaining the circumstances of the amount of the loss. The required document may also be a decision in civil, misdemeanor or criminal proceedings initiated in connection with a loss event, which is important for the insurer's obligation to perform
- 12.4. If the process of determining the extent of the insurer's performance is not completed within one month after notification being given of an insured event, the policyholder may, if the occurrence of the insured event is established, request that money be paid at the expense of the insurer's performance obligation in the minimum amount which the insurer should pay under the circumstances

- 12.5. The running of the term shall be suspended for the period during which completion of the process is hindered by circumstances arising from the policyholder
- 12.6. The calculation of the insurance indemnity is based on the proven restoration value of the insured object damaged or destroyed as a result of the insured event
- 12.7. If the insurer indemnifies the damage as a monetary indemnity, the insurer has no obligation to pay the indemnity before the person entitled to receive the insurance indemnity has notified his or her current account number in writing
- 12.8. If insurance indemnity will be reduced or refused to pay, the insurer proceeds from the extent and excusability of the violation of the insured, its effect on the occurrence of the loss event and the determination of the amount of the loss.
- 12.9. Upon indemnification of damage, the insurer has the right to demand the transfer of the damaged or destroyed object to the insurer. Until the transfer of the object or right of claim, the insurer may reduce the insurance indemnity by the value of the corresponding object or right
- 12.10. If there is a dispute between the parties of the insurance contract regarding the amount of the insurance indemnity, the insurer shall pay the amount of the insurance indemnity, which is proved and in respect of which there is no dispute
- 12.11. If a breach of the insurance contract, which is the basis for the reduction or refusal to pay the insurance indemnity, becomes apparent after the payment of the insurance indemnity, the insurer has the right to demand partial or full refund of the paid insurance indemnity.
- 12.12. The Insurer has the right to refuse to pay the indemnity if false information has been submitted regarding the insured event, which affects the circumstances of the insured event and the amount of damage.
- 12.13. If the insurer delays the payment of the insurance indemnity, the insured has the right to demand from the insurer interest on the unpaid amount at the statutory rate for each day of delay, but the total amount of interest on arrears may not exceed 10% (ten percent) of the insurance indemnity.

### **13. Data processing and protection**

The Estonian branch of BTA Baltic Insurance Company processes personal data in accordance with the procedure prescribed by legislation. The principles of personal data processing are published on the insurer's website [www.bta.ee](http://www.bta.ee).