



Gjensidige

# Home Insurance Conditions

KK101-2019

Valid from 10.09.2019

Unofficial translation from Estonian



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## Table of Content

<b>1. Definitions</b>	<b>p 3</b>
<b>2. Insured Object</b>	<b>p 3</b>
<b>3. Insurance Coverage and Insured Cases</b>	<b>p 5</b>
<b>4. Exclusions</b>	<b>p 6</b>
<b>5. Sum Insured and Insurable Value</b>	<b>p 7</b>
<b>6. Indemnification of Damage</b>	<b>p 8</b>
<b>7. Specifications of Deductible</b>	<b>p 8</b>
<b>8. Safety requirements</b>	<b>p 8</b>
<b>9. Material Risks Affecting Insurance Risk</b>	<b>p 9</b>
<b>10. Table of insurance amounts and limits of indemnity</b>	<b>p 10</b>

## Gjensidige contacts

Insurance phone: +372 611 6112

Customer service e-mail: myyk@gjensidige.ee

Claims e-mail: kahjud@gjensidige.ee

gjensidige.ee

Unofficial translation. In case of differences in interpretation of following conditions, the Estonian text will be regarded as the original.

These terms and conditions apply to insurance contracts concluded at Gjensidige, which provide insurance for property used for personal and non-residential use and the civil and private liability arising out of the use of the property. The conditions apply in conjunction with the general terms and conditions of insurance.

## 1. Definitions

### 1.1.

**Insured person** - policyholder permanently living at the place of insurance

**1.1.1.** and a person living in the same place of insurance with the policyholder;

**1.1.2.** another person who has a legal basis for the possession/use of the insured item.

### 1.2.

**Permanent residence** - the place where the insured person resides permanently or mainly.

### 1.3.

**Empty building** - an uninhabited building that does not have interior finishing and whose construction, reconstruction or renovation work is unfinished, and where such work is not performed during the term of the insurance contract.

### 1.4.

**Construction activity** - erection, construction, installation, expansion of a building or facility (building on top of, under, adjoining to or adjacent to an existing building or facility); conversion (building, in the course of which the existing building or facility changes substantially, with the exception of the exchange of its individual parts against equivalent ones); demolition; reconstruction or renovation (for example, replacement of roof, a load carrying structural element, external finishing, a technical system (a set of essential equipment of the building, installations or communications with the necessary structural elements) or insulation); or other related activity that results in the creation or alteration of the existing features of a building or facility. Construction activity is not a sanitary renovation (small-scale repairs within the interior finishing).

### 1.5.

**Interior finish** - covering of wall, floor and ceiling (excluding removable carpet); non-load bearing partition; suspended ceiling; internal staircase; built-in furniture, including kitchen furniture (excluding table or chair), wardrobe attached to the building, articulated or sliding door, sauna, bathtub, shower cabin, sanitary appliances, water boiler, fireplace, oven, wood-burning stove. The interior finish also includes integrated kitchen equipment limit of indemnity of € 2,000 per insured event.

## 2. Insured object

### 2.1.

An insured object is a building, facility or household property specified in the insurance contract.

### 2.2.

Unless stated otherwise in the insurance contract, the insured object is not:

**2.2.1.** ground, living organism (e.g. domestic animal, bird), plant, agricultural or horticultural product;

**2.2.2.** foodstuff, alcoholic beverage;

**2.2.3.** a quay, a pier; a slipway; a fairway; a canal; an indent; a sluice; a floating dock;

**2.2.4.** cash, bank card, security (e.g. bond, check), lottery ticket, document (except in the case specified in clause 3.10.1.2), manuscript, plan, project material, drawing, archival material, information processing system and information or software contained in the data medium;

**2.2.5.** a motor vehicle (e.g. garden tractor, passenger car) or its trailer, an off-road vehicle (e.g. ATV) or its trailer, a mobile or trailer home, agricultural implements and machinery, production equipment, air or water vehicle, drone;

**2.2.6.** film or plastic greenhouses;

**2.2.7.** weapon; ammunition; explosive;

**2.2.8.** a model; an exhibit of an exhibition;

**2.2.9.** a photo; a positive;

**2.2.10.** the property used in business (incl. the sole propriety) (except in the case mentioned in 2.16).

### 2.3.

A building or facility where construction activities are carried out is an insured object only if the construction activity is carried out under a building permit and the building or facility is permanently connected to the ground, roofs, doors, and windows are installed and all openings in the building or the outer facility of the building are closed so that the third parties have no access to it without using aids.

### 2.4.

An insured object can be a building or facility built over the past 40 years or an older building or facility that has been completely renovated during the last 40 years before the conclusion of an insurance contract. Other buildings or facilities can only be secured by special agreement with Gjensidige. The building has been completely renovated if its roof, exterior finishing, a technical system (a set of essential equipment of the building, installations or communications with the necessary structural elements) and insulation have been replaced. The facility is fully renovated when it has replaced load-bearing structural elements, roof, and exterior finish.

### Building

#### 2.5.

**A building** is a legitimate property, cottage, sauna, garage, ancillary building, lock-up stage house, semi-detached house, apartment or apartment ownership.

**A small building** has a territory of up to 20 m<sup>2</sup> (e.g. shed, other ancillary building).

#### 2.6.

**A house**, a cottage (seasonal temporary residence), a sauna, a garage or other ancillary building is permanently connected to the ground, building with interior spaces separated from the outdoor environment by the roof and another external border with its essential parts:

**2.6.1.** load-bearing structural element (e.g. foundation, wall, intermediate ceiling, roof);

**2.6.2.** interior and exterior doors/windows with glass;

**2.6.3.** elevator and escalator servicing a private building;

**2.6.4.** interior and exterior finishing;

**2.6.5.** stationary electrical, water, sewer, heating, ventilation, climate, fire extinguishing, communication, TV, sound, and surveillance system (up to the external boundary of the detached building, e.g. up the wall, floor or roof);

**2.6.6.** stationary electrical, water, sewer, heating, ventilation, climate, fire extinguishing, communication, TV, sound, and surveillance system located outside of the private building and servicing the building (within the place of insurance but not beyond the place of connection);

**2.6.7.** a radio and television antenna permanently fixed to the outside of the house, a bars of in front of an opening (in particular window or door), window shutter, awning, part of a stationary electrical, water, sewage, heating, ventilation, climate, fire extinguishing, communication, TV, sound and surveillance system, luminaire;

**2.6.8.** balcony/loggia and terrace;

**2.6.9.** sauna attached to the building, wood-burning stove, oven, fireplace;

**2.6.10.** a solar panel with its parts (e.g. battery bank, module) servicing the private house and permanently attached to the private house or otherwise connected to a private house, with a limit of indemnity of 10% of the sum insured against the insured event.

## **2.7.**

**A lock-up stage house** is a building with interior space, permanently connected to the ground, separated from the external environment with a roof and other external borders, together with its essential parts:

**2.7.1.** load-bearing structural element (e.g. foundation, wall, intermediate ceiling, roof);

**2.7.2.** interior and exterior doors; interior and exterior windows;

**2.7.3.** stationary electrical, water, sewer, heating, ventilation, climate, fire extinguishing, and surveillance system (up to the external boundary of the lock-up stage house, e.g. up the wall, floor or roof);

**2.7.4.** stationary electrical, water, sewer, heating, ventilation, climate, fire extinguishing and surveillance system located outside of the lock-up stage house and servicing the building (within the place of insurance but not beyond the place of connection);

**2.7.5.** balcony/loggia and terrace;

**2.7.6.** sauna attached to the building, wood-burning stove, oven, fireplace.

## **2.8.**

**The semi-detached house/terraced house** is a jointly-owned building with interior space, permanently connected to the ground, separated from the external environment with the roof and other external borders, together with its essential parts (see essential points in section 2.6). In the semi-detached/terraced house is insured:

**2.8.1.** the part of the building used solely by the insured person;

**2.8.2.** of the part of the building shared with other residents of the building, the part corresponding to the size of the ownership from the in the semi-detached house/terraced house is insured.

Of the part of the semi-detached house/terraced house, the part that is not used by the insured person and whose existence and condition do not directly affect the part of the building which is solely used by the insured person is not insured.

## **2.9.**

**The apartment** is an exclusive ownership of the apartment owners, including:

**2.9.1.** interior and exterior doors/windows with glasses;

**2.9.2.** interior decoration (description in section 1.5);

**2.9.3.** stationary electrical, water, sewer, heating, ventilation, climate, fire extinguishing, communication, TV, sound and

surveillance system (up to the wall, floor or ceiling of the apartment), including parts of the above system located outside of the real part of the apartment ownership and are in the sole use of the insured person);

**2.9.4.** the cover material of the legal balcony/loggia and terraces structure, the borders, the window, the roof, and the luminaire attached thereto;

**2.9.5.** the cover material, the boundaries (for example, the door), the luminaire of the storage room and/or basement box in the same building with the apartment and used solely by the insured person.

## **2.10.**

**Apartment ownership** is an apartment (description in clause 2.9), with the share of joint ownership corresponding to the size of ownership, to which the apartment belongs, including the stationary electrical, water, sewer, heating, ventilation, climate, fire extinguishing, communication, TV, sound and surveillance system located outside of the lock-up stage house and servicing the building (within the place of insurance but not beyond the place of connection).

## **Facility**

### **2.11.**

**A facility** is a legal and permanent construction that is not a building but is located at the same place of insurance as the insured building, semi-detached house, lock-up stage house or cottage (e.g. fence, gate, shelter, septic tank, pool, playground, outdoor gym, flagpole) and its integral parts.

### **2.12.**

Only a facility in the sole use of the insured person will be insured. If the insured person uses the facility along with the other residents of the building (e.g. if the insured building is a semi-detached house), the facility will be insured to the extent that corresponds to the part of the common ownership owned by the insured person.

## **Property Automatically Insured Along with the Building**

### **2.13.**

A facility, small building and a year's supply of firewood located at the same place of insurance as the insured building will automatically be insured for up to 10,000 euros against the same risks as the building, cottage, lock-up stage house or semi-detached house.

## **Household Contents**

### **2.14.**

**Household contents** are personal movables used in the household located in the place of insurance for personal and household purposes.

### **2.15.**

The household property includes insured fur, items of antique or artistic value (incl. paintings with frame and other important parts, sculptures) or objects of precious metal or precious material (including jewelry) with a limit of indemnity of 4,000 euro per insured event.

### **2.16.**

A mobile, tablet, desktop or laptop computer belonging to the insured person's employer or the company belonging to the insured person (including the sole proprietor) is a household content if the insured person also uses it for personal and household needs.

### **2.17.**

If the policyholder has entered into an insurance contract to insure an item for rent, then only household content belonging to the policyholder is insured.

### **2.18.**

The household content is also insured in the a storage area and/or basement box located in the same building with the apartment or apartment ownership, as well as in a facility belonging to the private house, cottage or a semi-detached/terraced house

and/or an ancillary building, if the storage room, basement box, facility or ancillary building is solely used by the insured person. The limit of indemnity of such household property is 6000 euro per insured event.

## 2.19.

The household property accompanying the insured person is also insured outside the place of insurance within Estonia, as well as on a short trip (temporary stay of the insured person outside Estonia for a duration of up to 30 days). The limit of indemnity of such household content is 2,000 euro per insured event.

## 3. Insurance Coverage and Insured Cases

Basic insurance coverage is fire, pipeline leakage, theft and vandalism, storm and flood, all-risk insurance. Additional coverage is liability insurance of the possessor of an immovable, private person's liability insurance, rental cost of temporary residence, loss of rental income. Basic cover or additional cover applies if the policy has a corresponding note.

### Basic Coverage

#### 3.1. Fire

**3.1.1.** An insured event is the damage or destruction of the insured object as a result of the following sudden and unforeseeable event:

**3.1.1.1.** fire and the resulting soot, smoke, burning, melting and fire extinguishing. A fire is a loose fire that has been ignited out of the designated hearth or has exited it and is spreading by its own power;

**3.1.1.2.** lightning when there is immediate contact between the light and insured object and, as a result, fire or damage to the insured object is caused that prevents the intended use of the insured object;

**3.1.1.3.** explosion and explosion blast.

#### 3.2. Pipeline Leakage

**3.2.1.** An insured event is the damage or destruction of the insured object as a result of the following sudden and unforeseeable event:

**3.2.1.1.** as a result of a breakdown of water, heating, sewerage or drainage pipes inside the insured object, a fire extinguishing, ventilation or climate system, the outflow of liquid or the discharge of gas therefrom;

**3.2.1.2.** liquid discharges on the breaking of household appliances permanently connected to the inland waterway network and their connecting parts;

**3.2.2.** The cost of repair or reacquisition of a broken pipeline or the system itself, which has caused the insured event, is reimbursed by Gjensidige at a limit of indemnity of EUR 1000 per insured event.

#### 3.3. Theft and Vandalism

**3.3.1.** An insured event is the damage or destruction of the insured object as a result of the following sudden and unforeseeable event:

**3.3.1.1.** a theft in which the third person had to remove the barrier to access the insured object, in order to get into the room, i.e. by breaking or forcefully opening a closed and locked door or window or breaking the boundary of the building. Theft of an insured object or a household contents installed on the external side of the building or located on the yard, terrace / balcony / loggia of a private house, cottage, the semi-detached house / terraced house and of the household content on the terrace / balcony / loggia of an apartment and an apartment ownership is an insured event without removal of a barrier, if the safety requirements for keeping such household content are observed;

**3.3.1.2.** a theft in which a third party enters a building or a room with a stolen key, remote control, or lock opening code;

**3.3.1.3.** robbery in which a third party takes the insured object when using violence or threatening physical violence;

**3.3.1.4.** vandalism in which a third person violates or destroys the insured item unlawfully, including in the event of theft or robbery, breaking or damaging the building or a substantial part thereof;

**3.3.1.5.** collision with an insured item by a third party land or water vehicle (e.g. car, train, motorboat).

**3.3.2.** If the key, remote control or lock opening code exited the possession of the insured person in the event of theft or robbery, Gjensidige would reimburse the consequential costs for the exchange of the lockup to 1,000 euros per insured event, and the liability will not be applied in this case.

#### 3.4. Storm and Flood

**3.4.1.** An insured event is the damage or destruction of the insured object as a result of the following sudden and unforeseeable event:

**3.4.1.1.** a storm with a wind speed of at least 18 m/s;

**3.4.1.2.** falling or broken object onto an insured object as a result of a storm;

**3.4.1.3.** penetration of precipitation through the openings resulting from storm damage;

**3.4.1.4.** water or snow infiltrated through the boundary structure of the insured object (e.g. roof, floor, window, door, wall, including a wall delimiting the apartment ownership, ceiling, floor) or through the technical system, with a limit of indemnity of 1000 euros per insured event, provided that during the preceding 3 years no water or the snow has penetrated the insured object.

**3.4.1.5.** hail or ridged ice if it causes breakage (e.g. hole caused by hail or ridged ice through which the storm water penetrates into the building);

**3.4.1.6.** a natural flood where an abnormal (e.g. storm, rainfall, or other weather conditions) amount of water generated from an extraordinary natural increase in water levels (i.e. the flood has not occurred in the last 5 years) cannot be absorbed or directed by the ground and / or the drainage system (including drainage and drainage system of storm drains) established and maintained according to the project.

#### 3.5. All-risk Insurance

**3.5.1.** The insured event is the damage or destruction of the insured object due to and to the extent of the event (limit of indemnity) specified in clauses 3.1-3.4 or other damage caused by a sudden and unforeseen event if the respective event or damage is not excluded in clause 4 and conditions of insurance.

### Additional Protections

#### 3.6. Liability Insurance of a Possessor of an Immovable

**3.6.1.** An insured event is damage resulting from a sudden and unforeseeable event during the insurance period if the event meets all of the following conditions:

**3.6.1.1.** damage arises directly from the insured building (or its essential part) or an immovable registered at the place of insurance;

**3.6.1.2.** the insured person is liable for the damage caused as the owner or the legal possessor of the building (or a substantial part thereof) or the immovable located within the place of insurance;

**3.6.1.3.** unlawful damage has been caused to the person who is not the insured person or the owner of the insured object;

**3.6.1.4.** the insured person is required to indemnify for damage in accordance with Estonian legislation.

**3.6.2.** Gjensidige will reimburse the costs of litigation and extra-judicial expense (for example, state fee, expenses of parties and advisers) indicated in the Code of Civil Procedure agreed upon with Gjensidige in the amount of up to EUR 3,000 if this is necessary to protect the rights of the insured person.

**3.6.3.** All claims arising from the same event are considered as one insured event.

### **3.7. Private Person's Liability Insurance**

**3.7.1.** An insured event is a loss sustained as a result of a sudden and unforeseeable event during the insurance period to the victim who is not an insured person and for which the insured person is liable under the law. Private person's liability insurance covers the liability insurance of the owner of the immovable (see Section 3.6) and apply as described in paragraphs 3.6.2 to 3.6.3.

### **3.8. Rental Expenses for Temporary Residence**

**3.8.1.** An insured event is an insurance event of insurance cover indicated in the insurance policy, as a result of which Gjensidige indemnified the damage caused to the private house, cottage, semi-detached house/terraced house, apartment or apartment ownership which is the insured person's habitual residence that has become uninhabitable. The place of residence is uninhabitable if it has been destroyed or so damaged that normal life in it is impossible or substantially difficult.

**3.8.2.** Gjensidige shall indemnify for reasonable and documented:

**3.8.2.1.** cost of returning to a place of temporary residence and from back to the permanent residence, except for the cost of finding a temporary residence;

**3.8.2.2.** the rental cost of a temporary residence equivalent to a permanent residence other than the cost of utilities of a temporary residence;

**3.8.2.3.** the cost of storing of household content (e.g. renting a warehouse).

**3.8.3.** Gjensidige shall indemnify the cost from the moment of the occurrence of the insured event up to 12 months, but not more than the restoration of the habitual residence of the insured person.

**3.8.4.** The rental cost for temporary residence does not apply to a person who uses the insured object on the basis of a lease contract.

### **3.9. Loss of Rental Income**

**3.9.1.** An insured event is an insurance event of insurance cover indicated in the insurance policy, as the consequence of shall, Gjensidige shall indemnify the damage caused to the private house, cottage, semi-detached house/terraced house, apartment or apartment ownership which is the insured person's habitual residence that has become uninhabitable. The place of residence is uninhabitable if it has been destroyed or so damaged that normal life in it is impossible or substantially difficult.

**3.9.2.** As a result of the insurance case of loss of a rental income, Gjensidige shall indemnify the policyholder who is the lessor the reasonable and documented loss of rental income. For the purpose of receiving the compensation, the policyholder must submit the current lease contract of the insured event, which includes the amount of the previous rental income, as well as the certificate of receipt of rental income (e.g. account statement).

**3.9.3.** Gjensidige shall indemnify for the loss of rental income from the moment of the occurrence of the insured event up to 12 months, but not more than the restoration of the damaged place of residence into the habitable condition.

### **Reimbursement of Other Expenses**

#### **3.10. Accessory Expenses**

**3.10.1.** If Gjensidige has an obligation to indemnify the damage caused by the insured case of the insurance cover mentioned above and indicated in the policy in these circumstances, Gjensidige shall also indemnify the insured person the following necessary and reasonable cost incurred by the insured person:

**3.10.1.1.** up to 10% of the insured sum of the damaged item but no more than 10,000 euros for cleaning and dismantling the remaining property damaged as a result of an insured event, and for the transportation and disposal of rubbish. Gjensidige

shall indemnify these costs even if these, combined with other benefits, exceed the insured sum.

**3.10.1.2.** the cost for making new documents if, as a result of an insured event, the identity document or a document certifying the right to drive a vehicle of the policyholder or of a person who permanently resides in the same place of insurance with the policyholder is destroyed.

#### **3.11. Home Assistance<sup>24</sup>**

**3.11.1.** In the case of home assistance<sup>24</sup>, Gjensidige shall indemnify for the unavoidable initial cost for solution of an emergency situation caused by sudden and unforeseen damage to a private house, semi-detached / terraced house, apartment or apartment ownership used as a permanent residence, i.e. cost to the call, the service, materials needed, and VAT. The insurance sum of Home assistance<sup>24</sup> is marked on the policy. For example, cost for a service refers to the cost of:

**3.11.1.1.** eliminating the blockage of the pipeline;

**3.11.1.2.** solving electricity and heating problems, including the setting up of an alternative temporary heat source;

**3.11.1.3.** opening and restoring a lock, as well as setting up temporary security for up to 12 hours;

**3.11.1.4.** removing a tree or other object if it has fallen onto an insured object;

**3.11.1.5.** closing openings (e.g. window, door) resulting from a storm.

**3.11.2.** Home assistance<sup>24</sup> is valid only if a call is made to the Home assistance 24 telephone specified in the policy. When calling, indicate:

**3.11.2.1.** the home insurance policy number or the policyholder's given name and surname and personal identification code;

**3.11.2.2.** address of the place of insurance;

**3.11.2.3.** a brief description of the event.

**3.11.3.** All non-canceled calls shall be registered as Home assistance<sup>24</sup> as insurance events. If you have solved the situation by yourself, please cancel the call as soon as possible before the assistance arrives.

## **4. Exclusions**

In addition to the exclusions indicated in the General Conditions, Gjensidige shall not indemnify:

**4.1.**

damage caused by open fire or working of high-temperature equipment, except in case of fire;

**4.2.**

damage due to the destruction or damage of the insured object due to an electrical disturbance (overcurrent, undercurrent, current fluctuation, grounding fault, a short circuit caused by electric current, as well as a power failure), except when an electrical disturbance caused a fire or when all-risk insurance has been selected;

**4.3.**

damage caused to the heating chamber or to a part thereof by a fire burning in a heating chamber (e.g. oven, fireplace, chimney, boiler, dryer) (internal damage to the heating chamber if the fire does not come out of the heating chamber);

**4.4.**

damage caused by freezing of the liquid, except when the all-risk insurance has been selected;

**4.5.**

damage caused by the accident or failure of the water or sewerage system located outside the boundary of the immovable or at the connection place, except if the all-risk risk insurance has been selected;

- 4.6.**  
the damage caused by the theft if the third person did not have to remove the barrier to access the insured object, i.e. breaking or forcefully opening a closed and locked door or window, or breaking the boundary of the building;
- 4.7.**  
damage if the insured item was publicly stolen without using violence or when the theft was committed at a time when the insured object was left unattended or not locked, if continuous direct supervision or locking was required under the insurance contract (for example, the insured object was left unattended in the cafe, the building was left unlocked). Closing with a zipper, snap-fasteners, etc. is not considered to be a locking;
- 4.8.**  
damage if the policyholder or an individual equal to him or her co-operated with thief or robber in the event of theft/robbery;
- 4.9.**  
damage caused by pests, insects, birds or animals (including animals living at home);
- 4.10.**  
any damage to sports equipment (including a bicycle, scooter, self-balancing scooter, skis, skates) or a pram which has arisen during normal use;
- 4.11.**  
damage caused to an insured item by the insured item itself without outside influence and in the normal use of the item, arising from a mechanical or electrical fault, breakage or wear and tear of the item (e.g. a heater breaks due to pressure buildup; a door or window closer breaks during normal use; a cupboard that has hung from a wall for years spontaneously falls down). Gjensidige will compensate damage caused by such an item to another insured item (e.g. the spring of a garage door breaks, causing the door to fall onto a lawnmower; Gjensidige will compensate damage to the lawnmower but not for the door);
- 4.12.**  
damage to an object used in business, financial or professional activities, or damage to the insured person's business, financial or professional activities, except in the case and extent specified in clause 2.18;
- 4.13.**  
damage caused by a person who illegally possessed an insured object, including those who, in the past (e.g. at the time of conclusion of the insurance contract), was legally in possession of the insured object;
- 4.14.**  
damage due to accumulated snow or ice (for example snow or ice not removed from the roof);
- 4.15.**  
damage caused by the breakage of a dam or other protective structure, unless the all-risk insurance has been selected;
- 4.16.**  
damage caused by a flood if it has not occurred due to an extraordinary (that is, a flood has not taken place in the past 5 years) increase in the natural water level (e.g. storm, rainfall, or other weather conditions);
- 4.17.**  
damage caused by inadequate construction, repair or maintenance work, including if this is due to poor construction materials, construction works or design (incl. also the lack of a design if it is legally required), except in the case presented in clause 3.4.1.4;
- 4.18.**  
damage caused by the installation, assembly or testing of the insured object;
- 4.19.**  
damage caused by wrong storage of the explosive or blasting, excavation, piling or earthwork;
- 4.20.**  
damage caused by sagging, cracking, contraction or expansion of the building, or part thereof, regardless of the cause;
- 4.21.**  
damage caused by long-term process damage (e.g. corrosion, decay, rotting, deterioration, material fatigue, accumulation of snow, ice or condensation, descaling, wear, excess moisture, mildew, dry rot, fungus, as well as damage caused by breakage of a corroded pipe);  
In addition to the exclusions indicated in the General Conditions, Gjensidige shall not indemnify:
- 4.22.**  
damage subject to indemnification under obligatory liability insurance (motor third party liability insurance) or public insurance (e.g. unemployment insurance) or for which a third party, for example, a seller, manufacturer, importer, maintainer or installer of an insured item) is liable under the contract (e.g. maintenance contract, guarantee);
- 4.23.**  
the cost of liquids or gas discharged from the pipeline;
- 4.24.**  
damage consisting of minor damage to the insured object, which does not prevent the use of the item for special purposes (e.g. dirt, stains, dents, dings, stinging, scratches, wear, color changes, tears, cracks);
- 4.25.**  
the expense incurred by the requirements of the National Heritage Board to restore the building.
- 4.26.**  
in the case of liability insurance, the damage caused by the management of the source of higher risk. This exclusion does not apply to bicycle riding unless it is a competition;
- 4.27.**  
in the case of liability insurance, damage caused by or during a fight or competition;
- 4.28.**  
in the case of liability insurance, the damage that has arisen as a result of construction activity, if the person who signed the relevant contract with the insured person performed the construction activity directly causing damage;
- 4.29.**  
in the case of liability insurance, the damage which has arisen to an object in the possession or use of the insured person (e.g. deposit, loan, processing or repair).

## 5. Sum Insured and Insurable Value

- 5.1.**  
The sum insured is the amount of money indicated on the policy or other specified amount (e.g. the replacement value of a house or apartment), which is the maximum amount of the payment for one insured event. The sum insured will not be reduced by the amount of indemnity paid. The policyholder is obligated to inform Gjensidige of the correct sum insured, incl. directing Gjensidige's attention to the fact that the sum insured does not correspond to actual circumstances and may lead to over or underinsurance.
- 5.2.**  
The insured value of a building or facility is its replacement value, i.e. the reasonable and justified cost required to restore a building or facility to its pre-loss condition.

### 5.3.

The insured value of household contents is the item's value as new, excl. the items listed in 5.4. Value as new refers to the cost of purchasing a new equal item. If an equal item cannot be purchased as new, the cost of purchasing a functionally similar item will be regarded as value as new; if such an item is also unavailable, the cost of an item as close to the destroyed item as possible will be used.

### 5.4.

The insured value of the following items is their market value, i.e. the average local sale price at the time of the insured event:

**5.4.1.** a mobile phone (incl. smartphone), smart watch or its accessory that is more than six months old;

**5.4.2.** a tablet, PC, laptop, photo or video equipment, television or audio, stereo or home theatre system, robot device, e.g. robot lawnmower, robot vacuum or its accessory that is more than one year old;

**5.4.3.** antiques or items with artistic value or items made of precious metals or materials.

### 5.5.

In order to receive value as new compensation from Gjensidige for a mobile phone (incl. smartphone), smart watch or its accessory that is more than six months old, a tablet, PC, laptop, photo or video equipment, television or audio, stereo or home theatre system, robot device, e.g. robot lawnmower, robot vacuum or its accessory that is more than one year old, the insured person must submit a purchase document or its copy for the item or otherwise prove the purchase of the item (e.g. bank statement). If the insured person fails to submit the required purchase documents, the item's market value at the time of the insured event will be regarded as its insured value.

## 6. Indemnification of Damage

### General Principles

#### 6.1.

Gjensidige shall indemnify for the damage caused as a result of an insured event in the amount agreed upon in the insurance contract.

#### 6.2.

The form of indemnification is decided by Gjensidige. Forms of indemnification are financial compensation, reinstatement or replacement of the insured item with an equivalent one. The financial compensation is paid to the beneficiary designated in the insurance contract, or, in the absence thereof, to the owner of the insured object.

#### 6.3.

If it is technically feasible and economically viable to reinstate the insured object, the insured item will be reinstated. In this case, Gjensidige has the right to appoint a repair worker or service provider.

#### 6.4.

Gjensidige shall not reimburse the appreciation of reinstatement work after the expiration of six months after making a decision on compensation.

#### 6.5.

The part of the VAT that is returned to the policyholder liable to VAT or another beneficiary under the law is not part of the damage unless the insurance contract provides that the insurance indemnity is paid together with the part of the VAT.

### Building or Facility

#### 6.6.

Gjensidige will indemnify the cost of restoring a building or facility based on documents verifying actual restoration work.

#### 6.7.

If the building or facility will not be restored, Gjensidige will indemnify the replacement value of the building or facility,

minus its depreciation. If necessary, the insurer will determine the level of depreciation with the help of an expert and will take into account the state, primarily age and wear and tear, of the building. The depreciation that was not indemnified will be indemnified upon the policyholder's application, if the insurance indemnity will be used to restore a building or facility of the same kind and purpose at the same site within two years of when the decision regarding indemnity was made. The policyholder must substantiate the application referred to in the previous sentence by submitting it to Gjensidige along with photos of completed work and corresponding invoices and payment orders.

### Household Contents

#### 6.8.

Gjensidige shall indemnify the insurable value of household items in the event of their destruction, or theft or robbery, or if repairing the household contents is impractical.

#### 6.9.

If the item was part of a collection or set or part of the item pair, Gjensidige shall only indemnify the replacement cost of the item. Gjensidige shall not indemnify for the loss of the collection or the entire value. If the value of the item in the collection cannot be identified, Gjensidige shall indemnify the damage proportional to the part of the item in the collection, pair or set.

#### 6.10.

In order to compensate for the insurable value of the household contents, the ownership of the insured object is transferred to Gjensidige. If the possession and right of ownership is not transferred to Gjensidige upon indemnification of the insurable value of the insured object, Gjensidige shall be entitled to reduce the amount of the indemnity by the residual value of the insured object after the insured event.

## 7. Specifications of Deductible

### 7.1.

Gjensidige applies to the following items or their accessories the household content deductible indicated on the policy, but not less than EUR 200 for each damaged item:

**7.1.1.** a mobile phone (including a smartphone) or a smartwatch;

**7.1.2.** tablet, desktop or laptop computer, photo or video equipment, television or sound-, music- or home theater system;

**7.1.3.** robot devices, e.g. robot lawnmower, robot vacuum, etc.

### 7.2.

Gjensidige shall not apply the deductible if, as a result of an insured event:

**7.2.1.** only the glasses of the door or window of the building will be damaged;

**7.2.2.** the insured building will be destroyed.

## 8. Safety Requirements

### 8.1.

An insured item must be used and stored pursuant to legislation and any user manuals to guarantee its safety.

### 8.2.

A building must correspond to the requirements of the building permit during the entire insurance period, while guaranteeing safe use of the building.

### 8.3.

Heating, power and utility systems must be designed, constructed, installed and adopted for use pursuant to requirements; if no requirements apply, safety during use and maintenance must be guaranteed.

### 8.4.

If an automatic fire suppression system has been installed, it must be operational, activated 24/7, and designed, installed and regularly maintained pursuant to valid legislation.



#### **8.5.**

Access roads, passageways and access to buildings, facilities, firefighting and rescue equipment and fire hydrants must be accessible and usable all year round.

#### **8.6.**

Flues and chimneys must be cleaned as needed but at least once a year. In the instances prescribed by law, the services of a trained professional chimney sweep must be used.

#### **8.7.**

Hot work may only be performed at the place of insurance by a legally qualified person and guaranteeing fire safety at the place of insurance.

#### **8.8.**

All doors, windows, hatches and other openings of a building, facility and vehicle must be closed when leaving the building, facility or vehicle to protect the property from exposure and locked so that it is impossible to access the property without breaking the barrier or lock barring entry. Third parties must not be allowed access to keys or security codes. If a key or security code is lost or falls into unauthorized possession, the insured person must immediately change the lock or code.

#### **8.9.**

The automatic security system must be operational and properly maintained, and must activate during an emergency and guarantee that the alert goes through. The automatic security system must be activated when leaving the building, room or vehicle. Third parties must not be allowed access to the security codes, which is why the system's dashboard must be installed so that third parties cannot see the code being entered.

#### **8.10.**

Any household contents the insured person brings along with them outside the place of insurance must be under the insured person's constant and immediate supervision, in a locked building or out of sight in the glove box or trunk of a locked vehicle. A bicycle or pram that is brought along outside the place of insurance must be under constant and immediate supervision or stored in a locked building or locked to a fixed item with a locked bike lock; a bicycle or pram stored in the common hallway of an apartment building, cellar or other unsupervised storage area must be locked with a bike lock at all times.

#### **8.11.**

Household contents, incl. lawnmowers, hobby and sports equipment (excl. robot lawnmower, yard furniture, barbecue grill, trampoline) must be moved from the yard or first floor terrace, balcony or veranda to a locked room when leaving the place of insurance or when it gets dark to minimize the risk of damage from theft and weather. A robot lawnmower, yard furniture, barbecue grill and trampoline must be moved to a locked room when off-season.

#### **8.12.**

An object or part thereof that causes an insured event must be repaired or replaced so as to avoid future damage caused by the same fault.

#### **8.13.**

The building's water supply, sewerage and heating and cooling systems must be maintained regularly and protected from freezing. Measures to avoid possible harmful effects (e.g. checking a pressure hose to make sure it is not twisted and that it is intact and not leaking; guaranteeing access to utility systems) must be taken as needed. Water supply, sewerage and heating and cooling systems located in a building or part of a building with insufficient heating must be closed off, drained and kept empty when not in use during the cold season. Drains or other openings linked to the sewerage system and located in a cellar must be preemptively fitted with a check valve.

#### **8.14.**

The roof of the building must be regularly inspected and maintained. Snow and ice must be regularly cleared from the building's structures (incl. roof) and gangways must be slip-proofed during winter.

#### **8.15.**

The rainwater and sewage pipes, rain gutters, drains and septic tanks must be regularly inspected and maintained.

#### **8.16.**

Household contents that are stored in an underground cellar, must be stored at least 12 cm from the floor surface.

## **9. Material Risks Affecting Insurance Risk**

### **9.1.**

In particular, the following shall be considered as a factor affecting insurance risk:

**9.1.1.** information and changes in the information that Gjensidige asked or received from the policyholder before entering into an insurance contract;

**9.1.2.** circumstances that Gjensidige did not ask for, but for which the average reasonable policyholder is aware that the relevant information may affect the insurance risk;

**9.1.3.** if the safety requirements specified in the insurance contract are not fulfilled in respect of the insured object;

**9.1.4.** the transfer of the insured object;

**9.1.5.** making changes in the composition and/or in the purpose of the insured item;

**9.1.6.** the occurrence of multiple insurance coverage in respect of the insured object;

**9.1.7.** failure to comply with the conditions specified in the policy.

## 10. Table of Insurance Amounts and Limits of Indemnity

The table contains an informative summary of the sums insured and limits of indemnity.

<b>Insurance cover</b>	<b>Limit of indemnity, but not exceeding the insurance amount</b>	<b>Reference to clause</b>
Integrated kitchen appliances in the internal design	2,000 euros	1.5.
Solar panel with its parts servicing the private house	10% of the sum insured per case	2.6.10.
A facility, small building and a year's worth of firewood located at the same place of insurance and not indicated on the policy	10,000 euros	2.13.
Furs, articles of antique or artistic value or of objects of precious metal or material	4,000 euros	2.15.
Household content in the storage facility located in the same building, in a facility belonging to the private house or in an adjacent building	6,000 euros	2.18.
Household contents outside the place of insurance within Estonia or up to 30 days outside Estonia	2,000 euros	2.19.
The cost of repairing or refurbishing the broken pipeline or the system itself which caused the insured event	1,000 euros	3.2.2.
Lock exchange costs in case of theft of a key, remote control, and unlocking code	1,000 euros	3.3.2.
Water or snow that has infiltrated through the boundary structure or the technical system	1,000 euros provided that during the preceding 3 years no water or the snow has infiltrated the insured object	3.4.1.4.
Judicial and extra-judicial costs indicated in the Code of Civil Procedure	3,000 euros	3.6.2.
Rent expenses for temporary residence, loss of rental income	Up to 12 months, but not more than the reinstatement of the inhabatability of the habitual residence of the insured person	3.8.3, 3.9.3.
Ancillary costs for cleaning, dismantling and disposing of damaged and remaining property and transport and disposal of rubbish	Up to 10% of the insured sum of the damaged item, but not more than 10,000 euro	3.10.1.1.

ADB Gjensidige Estonian branch  
Registry code 11193232  
Sõpruse pst 145  
13417 Tallinn

Insurance phone 611 6112  
[info@gjensidige.ee](mailto:info@gjensidige.ee)

[gjensidige.ee](http://gjensidige.ee)