

## Home insurance conditions

KK101-2018

Valid from 06.11.2018

### Table of Content

<b>Home insurance conditions</b> .....	
<b>1. Definitions</b> .....	<b>1</b>
<b>2. Insured object</b> .....	<b>2</b>
<b>3. Insurance coverage and insured cases</b> .....	<b>4</b>
<b>Basic coverage</b> .....	<b>4</b>
<b>3.1. Fire</b> .....	<b>4</b>
<b>Pipeline leakage</b> .....	<b>4</b>
<b>3.3. Theft and vandalism</b> .....	<b>4</b>
<b>3.4. Storm and flood</b> .....	<b>5</b>
<b>3.5. All-risk insurance</b> .....	<b>5</b>
<b>Additional protections</b> .....	<b>5</b>
<b>3.6. Liability insurance of a possessor of an immovable</b> .....	<b>5</b>
<b>3.7. Private person's liability insurance</b> .....	<b>5</b>
<b>3.8. Rental expenses for temporary residence</b> .....	<b>6</b>
<b>3.9. Loss of rental income</b> .....	<b>6</b>
<b>Other reimbursement of expenses</b> .....	<b>6</b>
<b>3.10. Accessory expenses</b> .....	<b>6</b>
<b>3.11. Home assistance<sup>24</sup></b> .....	<b>6</b>
<b>4. Exclusions</b> .....	<b>7</b>
<b>5. Sum insured and insurable value</b> .....	<b>8</b>
<b>6. Indemnification of damage</b> .....	<b>9</b>
<b>7. Specifications of deductible</b> .....	<b>9</b>
<b>8. Safety requirements</b> .....	<b>9</b>
<b>9. Material risks affecting insurance risk</b> .....	<b>100</b>
<b>10. Table of insurance amounts and limits of indemnity</b> .....	<b>11</b>

*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 ex-

ample, 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 lauter; 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 (for example, a garden tractor, a passenger car) and its trailer, off-road vehicle (e.g., ATV) and its trailer, agricultural implements and machinery, production equipment, air or water vehicle, drone;
  - 2.2.6. weapon; ammunition; explosive;
  - 2.2.7. a model; an exhibit of an exhibition;
  - 2.2.8. a photo; a positive;
  - 2.2.9. the property used in business (incl. the sole propriety) (except in the case mentioned in 2.18).
- 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 structure 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.

### The building

- 2.5. **The building** is a legitimate property, a cottage, a sauna, a garage, an ancillary building, a building box, a semi-detached house, a flat or apartment ownership.
- 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 insured location, 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. **The building box** 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 building box, 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 building box and servicing the building (within the insured location, 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.

**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:

- 2.7.7. the part of the building used solely by the insured person;
- 2.7.8. 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.
- 2.8. 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 building box and servicing the building (within the insured location, but not beyond the place of connection).

### Facility

- 2.11. **The facility** is a permanent legal building that is permanently connected to the ground, which is not a building, but is located in the same place of insurance with the insured private house, the semi-detached house/terraced house, the building box or the cottage (e.g., a shed, enclosure, gate, shelter, settling well, pool, children's playground, sports facility, flagpole) with its essential parts.
- 2.12. Together with a private house, a cottage, a building box or a semi-detached house / terraced house, the facility located at the same place of insurance is automatically insured. The compensation limit for these facilities is EUR 10,000 per insured event.
- 2.13. The facility has the same insurance coverage as a private house, cottage, building box or semi-detached / terraced house unless otherwise indicated in the policy.
- 2.14. Insured is only the facility in the insurer's sole use. If the insured person uses the facility jointly with other residents of the building (for example, if the insured building is a semi-detached / terraced house), the facility is insured in a proportion that corresponds to the ownership of the joint ownership.
- 2.15. A greenhouse (glass, plexiglass, etc.) with a total surface area of more than 20 m<sup>2</sup> is not a facility. This structure can be insured as a building.

### **Household contents**

- 2.16. Household contents is a personal movable used in the household located in the insured location for personal and household purposes.
- 2.17. 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.
- 2.18. 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.
- 2.19. 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.
- 2.20. 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 house, 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.
- 2.21. The household property accompanying the insured person is also insured outside the insured location 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 2000 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 (see clause 8.9);

- 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.

## **Other reimbursement of 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 not more than 10 000 euro, of the cost necessary for cleaning and dismantling of the remaining property damaged as a result of an insured event, and for the transportation and disposal of rubbish. Gjensidige shall indemnify these costs also if they exceed the insured sum with other benefits. If depreciation is deducted from the insurable value of the building (see clause 5.2), the indemnification of ancillary costs is also reduced by the cost of the depreciation;
  - 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. Cost for a service means a for example costs incurred for:
  - 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. the opening and restoration of the lock, as well as the setting up of temporary guarding;
- 3.11.1.4. the removal of a tree or other object if it has fallen onto an insured object;
- 3.11.1.5. the closure of openings (e.g., window, door) resulting from the storm.
- 3.11.2. Home assistance24 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 assistance24 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 (over-current, 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 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;
- 4.12. 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;
- 4.13. damage due to accumulated snow or ice (for example snow or ice not removed from the roof);
- 4.14. damage caused by the breakage of a dam or other protective structure, unless the all-risk insurance has been selected;
- 4.15. 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 (eg storm, rainfall, or other weather conditions);
- 4.16. 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;
- 4.17. damage caused by the installation, assembly or testing of the insured object;
- 4.18. damage caused by wrong storage of the explosive or blasting, excavation, piling or earthwork;
- 4.19. damage caused by sagging, cracking, contraction or expansion of the building, or part thereof, regardless of the cause;

- 4.20. 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);
- 4.21. damage caused by the destruction or damage to the insured equipment due to its internal breakage or other internal material failure (e.g., excessive pressure or centrifugal force; an electrical disorder caused by an internal matter; disassembly of an inner part of the object; design or material fault; the technical fault of the device). This exclusion shall not apply to the payment of indemnities for the household content or built-in furniture up to four years old or for equipments insured under interior finish (see clause 1.5)

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, dents, 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 in the policy or other specified amount (for example, the value of the apartment renewal), 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 obliged to inform Gjensidige of the correct sum insured, including the obligation to turn Gjensidige's attention if the sum insured does not correspond to the actual circumstances and may lead to over or underinsured.
- 5.2. The insurable value of a building (except for an apartment or apartment ownership) or a facility is its usual local construction value at the time of the occurrence of the insured event minus the reasonable amount (insured for residual value) of the depreciation. If the construction depreciation is less than 40%, the depreciation is not deducted from the construction cost, and in the event of destruction or damage to the building, Gjensidige shall reimburse the cost of the lowest possible cost incurred (insured for reinstatement value) upon restoring it to the state compared with its original state.
- 5.3. The insurable value of an apartment and apartment ownership is its reinstatement value.
- 5.4. The insurable value of the household content is:
  - 5.4.1. the new value of the item (the cost of acquiring a comparable new item) ) for the following items:
    - 5.4.1.1. up to six months old mobile phone (incl. smartphone) or smartwatch or its accessory
    - 5.4.1.2. up to one year old tablet, desktop or laptop computer, photo or video equipment, television or sound, music or home cinema systems, robot mower and others robot devices and accessories;
    - 5.4.1.3. other household contents (for example furniture) up to five years old, except items of antique or artistic value, or objects of precious or semi-precious metal;
  - 5.4.2. the market value (local average selling price) at the time of the occurrence of the insured event in the case household content not specified in 5.4.1.
- 5.5. In order to obtain a new value compensation for the home property specified in clause 5.4.1.1-5.4.1.2, the insured person must present an item purchase document for the Gjensidige, a copy thereof, or otherwise certify the acquisition of the item (for example, an account statement). In case the insured person does not submit the mentioned documents for the object, the insurance value of the item is considered to be the market value of the item at the moment of occurrence of the insured event. the insurable value of the item is considered to be the market value of the item at the time of the occurrence of the insured event.

## 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. If the insurable value is the reinstatement value, Gjensidige shall first indemnify for the residual value (i.e., the depreciation is calculated) according to the reinstatement cost of the building. A part exceeding the residual value of the building prior to the insurance event shall be indemnified on the basis of a corresponding application of the policyholder if the insurance indemnity is used for the reinstatement of the same type of building with the same purpose and in the same place within two years from taking of the indemnification decision. In order to prove this, the policyholder must submit to Gjensidige, together with the application referred to in the previous sentence, photographs of the work performed so far, and invoices and corresponding payment orders regarding the costs incurred.

### Household contents

- 6.7. If the household contents or its accessory is destroyed or if its repair is not practical, Gjensidige shall indemnify the insurable value.
- 6.8. 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.
- 6.9. 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.
- 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. In the case of the presence of automatic fire alarms, it must be operational, actuated 24 hours a day, and designed, installed and regularly maintained in accordance with applicable legislation.
- 8.2. Access ways, passageways, and access to buildings, facilities, fire and rescue equipment, and water abstraction points must be free and usable throughout the year.

- 8.3. Heating, electricity and technical systems must be designed, constructed, installed and commissioned properly, in the absence of requirements in such a way that their use and maintenance are safe.
- 8.4. Smoke dampers and chimneys should be cleaned as needed, but at least once a year. In the cases specified in the law, the service must be commissioned from the chimney sweeper with the necessary skills, knowledge and professional certification.
- 8.5. Hot works may be carried out at the place of insurance only by the person who is competent for this purpose in accordance with the legislation, ensuring fire safety at the place of insurance.
- 8.6. Upon leaving a building, installation or vehicle, all doors, windows, hatches and other openings of the building, facility, and the vehicle shall be closed and locked in such a way that it would not be possible to enter the location of the property without breaking the barrier or the lock. Keys or access codes must be used in such a way that they do not fall into the hands of third parties. If the key or code is lost or when it falls into illegal possession, the insured person must immediately change the lock or code.
- 8.7. The automatic alarm system must be in good working order and periodically maintained, in case of danger, it must activate and ensure transmission of the alarm. When leaving the building, room or vehicle, the automatic alarm shall be turned on in the alarm position. The security alarm codes must not fall into the possession of third parties. Therefore the alarm signaling control unit must be installed in such a way that third parties would not be able to see the code entered.
- 8.8. The household content accompanying the insured person outside the place of insurance must be under the continuous and direct supervision of the insured person, in a locked building or in a locked vehicle's glove box or in a trunk of a non-visible position.
- 8.9. When leaving the place of insurance or when darkness arrives, the household content, including a lawnmower, recreational and sports equipment (except for a robotic lawnmower, garden furniture, barbecue, trampoline) in the yard or on the first floor terrace/balcony / loggia must be brought into a locked enclosure to reduce the risk of occurrence of damage caused by both theft and weather conditions. A robotic lawn mower, garden furniture, barbecue, and trampoline should be brought into a locked, closed space during the off-season.
- 8.10. The object or part thereof that has caused the insured event must be repaired or replaced in such a way as to prevent any further damage due to the same cause.
- 8.11. The water supply, sewerage, heating and cooling system of the building must be regularly maintained, including protecting it against freezing. If necessary, measures must be taken to avoid possible harmful effects (e.g., checking the pressure hose to ensure that the hose is not twisted and that the shell is well-ventilated and does not leak, and access to the technical systems must be guaranteed). Plumbing, drainage, heating and cooling systems located in buildings during the off-season and cold seasons in non-adequately heated buildings or parts of the building must be closed, emptied and kept empty. A proximity valve must be fitted preventively to the outlet opening in the basement or any other opening connected to the sewerage.
- 8.12. The roof of the building must be regularly inspected and maintained. In the winter period, regular snow and ice cleaning from building structures (including the roof) and slip control on the gangways of the place of insurance must be arranged.
- 8.13. Rainwater and sewage pipes, drains, and sediment wells of the building must be regularly inspected and maintained.
- 8.14. The household content in the basement under the ground floor must be stored at least 12 cm above the floor surface.
- 8.15. The building must meet the requirements for obtaining a building permit throughout the entire insurance period, and the use of the building must be safe.

## **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

Insurance cover	Limit of indemnity, but not exceeding the insurance amount	Reference to term
Integrated kitchen appliances in the internal design	2000 euros	1.5.
Solar panel with its parts servicing the private house	10% of the sum insured per case	2.6.10.
A facility located at the same place of insurance	10000 euros	2.12.
Furs, articles of antique or artistic value or of objects of precious metal or material	4000 euros	2.17.
Household content in the storage facility located in the same building, in a facility belonging to the private house or in an adjacent building	6000 euros	2.20.
Household contents outside the place of insurance within Estonia or up to 30 days outside Estonia	2000 euros	2.21.
The cost of repairing or refurbishing the broken pipeline or the system itself which caused the insured event	1000 euros	3.2.2.
Lock exchange costs in case of theft of a key, remote control, and unlocking code.	1000 euros without deductible	3.3.2.
Water or snow that has infiltrated through the boundary structure or the technical system	1000 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	3000 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.