

Household insurance conditions



TEK 20101

IF P&C INSURANCE AS. COMMERCIAL REGISTER CODE 10100168

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The monetary amounts of this document are expressed in euros and in kroons. The amounts in kroons are used until 01.01.2011, the amounts in euros are used since 01.01.2011.

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Application of terms

1. These insurance conditions shall be applied together with the “General Insurance Conditions” of If P&C Insurance AS. The rights and obligations specified in these insurance conditions shall apply in addition to the rights and obligations specified in the “General Insurance Conditions”.
2. These insurance conditions consist of the main part and two annexes (“Insuring a Legal Share of a Building” and “Table of Sums Insured Indicated in the Insurance Conditions”). The annexes shall be applied together with the main part.

THE OBLIGATION TO RESTORE THE INTERIOR DECORATION OF A BUILDING, STRUCTURE AND APARTMENT

3. NB! Under these insurance conditions an insurance indemnity is paid for the insurance event occurred to the building, structure or interior decoration of an apartment if the insurance object is restored at the insurance location.
4. If the insurance object cannot be restored at the insurance location, the insurer shall pay only the advance indemnity (see articles 279–283), but the insurer shall not be obliged to pay indemnity to the extent exceeding the advance indemnity.

AGREEMENTS WITH THE INSURER

5. In cases referred to in the insurance conditions and with the consent of the insurer the insurance cover may be extended.
6. The agreement to extend the insurance cover (including the agreement for the amendment of the insurance contract) enters into force if the insurer has issued an insurance policy for the extended insurance cover and the policyholder has paid an insurance premium for it according to the provisions of the insurance policy.

Third party

7. For the purposes of these insurance conditions, the term ‘third party’ refers to a person who is not:
 - 7.1. the policyholder or the insured;
 - 7.2. the legal possessor of the insurance object;
 - 7.3. a guest legitimately staying in the insurance location;
 - 7.4. the parent, sister, brother, grandparent, child, grandchild, spouse (including factual spouse), mother-in-law, father-in-law, daughter-in-law, son-in-law of the policyholder, the insured or the legal possessor of the insurance object;
 - 7.5. a person with whom the policyholder, the insured or the legal possessor of the object of insurance has a shared household;
 - 7.6. a person who is at the insurance location with the knowledge of the policyholder regardless of the fact if being at the insurance location is legal (e.g. the tenant does not move out after the expiry of the lease contract, the seller of the immovable does not leave in due time etc).
8. Loss brought about intentionally shall be indemnified only in case it was brought about by a third party.

Insurance location

9. Insurance location is the place specified in the insurance contract, where the insurance is valid in relation to the consequences of the insured event.

Types of insurance objects

10. The types of insurance objects are:
 - 10.1. a building (at least 4 m²), ground structures and small buildings (less than 4 m²);
 - 10.2. the interior decoration of an apartment;
 - 10.3. the property at home;
 - 10.4. a legal share of a building (see Annex 1).
11. If a building is insured, the ground structures and small buildings (less than 4 m²) located on the same plot of land as the building are considered as the insurance objects also if they have not been indicated in the insurance policy. The rules of insuring ground structures and small buildings (less than 4 m²) are indicated in articles 23–28.

Guarantee of insurance value

12. In the event of major damages, the insurer shall order assessment of the insurance value. Major damages shall be destruction of or damages to the insurance object to the extent of at least 50%.
13. If the assessment ordered in case of major damages reveal that the actual insurance value is smaller than that indicated on the policy (over-insurance) the insurance premium shall be decreased respectively. The insurer shall return the insurance premium overpaid for the insurance period.
14. In no case shall the insurer be obliged to indemnify damages to extent larger than the sum insured.

Buildings, ground structures and small buildings

BUILDING

15. A building is a construction of the total area of at least 4 m², mounted to the ground, which has a roof, permanent envelope structure and interior space.
16. The total area of a building is the sum of the floor areas of its all residential and non-residential premises, ancillary premises, loggias, unheated conservatories, unheated storerooms, cellars, balconies, terraces and car shelters connected to the building.
17. Building insurance shall cover the essential parts of the building, which are the insurance object (such as sanitary equipment, interior decoration, electric wiring inside the building, alarm equipment, stoves, cookers, fireplaces etc. permanently mounted (such as built-in) to the structure of the building). The building insurance covers also the sauna located in the building.
18. Building insurance shall cover radio and TV aerials and their devices attached to the building located outside the building, as well as parts of the utility systems attached to the building (such as parts of ventilation or heating systems attached to the building, switchboards attached to the building).
19. Building insurance shall not cover
 - 19.1. parts of the building not attached to the building (building materials, parts stripped off the building, etc.);
 - 19.2. movables (contents) located in the building, such as furniture, kitchen fittings (including built-in furniture), transferable cookers, refrigerators, washing machines, curtain and other rails, carpets, lamps, advertising signs, other movables, which are not essential parts of the building.
20. The items indicated in the previous point can, with the consent of the insurer, be insured as home property.

TERRACED HOUSE

21. Upon insuring a box of terraced house in common ownership (including a semi-detached house) or one divided into apartment ownerships, the inner decoration of the house and the parts of the building within the boundaries of the box (including the parts of the building in common ownership) up to the interior decoration of the neighbouring box shall be the insurance object.

A LEGAL SHARE OF A BUILDING IN COMMON OWNERSHIP

22. The rules of insuring a legal share of a building in common ownership are indicated in Annex I to these insurance conditions.

SMALL BUILDINGS AND GROUND STRUCTURES

23. If a building is insured, the ground structures (such as fences, barriers, a flagpole, outside lighting, shelters, etc.) and small buildings (i.e. buildings of the total area of less than 4 m²) located on the same plot of land with the building and mounted to the ground shall automatically be insured.
24. The sum insured for all the ground structures and small buildings shall be 10% of the sum of the sums insured of the buildings located at the same insurance location, which are set forth on the same insurance policy.
Example: A house (sum insured 200 000 EUR), sauna (sum insured 30 000 EUR) and garage (sum insured 20 000 EUR) are insured at the insurance location. The sum insured of the ground structures and small buildings is 25 000 EUR.
25. Main building is the residential building insured with the highest insurable value located in the same insurance location with the structures and the small buildings.
26. Ground structures and small buildings are insured against the same insurance events as the main building.
27. If the main building is insured with under-insurance, similar under-insurance shall be applied upon indemnifying the loss incurred to the ground structures and the small buildings.
28. The same deductible shall be applied when indemnifying the loss occurred to the ground structures and small buildings as in the case of the respective insured event of the main building.

INSURING HEAT PUMPS

29. Building insurance shall cover the parts of the heat pump attached to the building (see article 17), except the parts of the heat pump located outside the building underground, which the insurance shall not cover. The parts of the heat pump located above ground, which are not attached to the building, shall be insured as a structure.

BUILDINGS THAT ARE NOT INSURED

30. Underground structures shall not be the insurance object.
31. A well (bore well, a fountain, devices located in the well, the water in the well) shall not be the insurance object.
32. Following objects located outside the building shall not be the insurance object: sculptures, swimming pools, utility systems (e.g. pipes, electrical installations, switchboards located separately from the building), containers, drainage pipes, power lines, heating cables and other cables located outside the building.
33. Bridges, piers, jetties, and ponds shall not be the insurance object.
34. Film plastic greenhouses shall not be the insurance object.
35. Ground, lawn, plants (including trees and shrubs), roads (e.g. pavements, roadways, cycling paths), open spaces for ball games, car parks shall not be the insurance object.
36. The objects mentioned in articles 30–35 (including pools) can be insured by a special agreement with the insurer.

INSURANCE VALUE OF A BUILDING

37. The insurance value of a building shall be the reinstatement value of the building, i.e. the cost of restoring the building at the insurance location to its former state (including the cost of demolishing the building and removing the debris) without considering the amortisation of the building.
38. The insurance value of the building shall be determined, upon entering into the insurance contract, based on the data submitted by the policyholder.
39. The policyholder shall be responsible for the correctness of the data, which is taken as basis when calculating the insurance value and depreciation of the insurance object.
40. If the data submitted by the policyholder is not correct and the sum insured is therefore smaller than the actual insurance value, the insurer shall have the right to apply the provisions of under-insurance (see articles 257, 258).

Interior decoration of an apartment

41. The insurance object shall be the parts of the apartment located at the insurance location that can be altered or removed in the way that the exterior form of the building is not changed, the interests of other co-owners are not invaded and structures necessary for maintaining the building and ensuring safety are not damaged.
42. The rules of insuring interior decoration of apartments located in a building, which is in common ownership as a whole, are indicated in Annex I to these insurance conditions.
43. Interior decoration is for example:
 - 43.1. floors, ceilings and walls up to the supporting structure, as well as their covering materials;
 - 43.2. stoves, cookers, fireplaces permanently mounted (such as built-in) to the structure of the building;

- 43.3. sanitary equipment; sauna located at the building;
- 43.4. hot and cold water pipes starting from the stop valves located in the apartment;
- 43.5. sewerage, ventilation and air conditioning systems starting from their apartment connector or entry, which are delimited by a wall, a floor or a ceiling;
- 43.6. mains system starting from the cut-off device of the apartment;
- 43.7. non-load-bearing partitions;
- 43.8. radiators and central heating piping located within the boundaries of the apartment;
- 43.9. doors and windows of the apartment;
- 43.10. balcony (excluding its extensions, such as supplementary barriers, a roof, etc.);
- 43.11. a storeroom, which is part of the physical share of the apartment ownership.

INSURING A LEGAL SHARE OF APARTMENT BUILDING

- 44. If a marking is made on the insurance policy regarding the insurance of the legal share of apartment building the legal share of the parts of the apartment building in common ownership of all apartment owners shall be insured together with the interior decoration of an apartment. Items such as lifts, the roof of the building, supporting walls and floors and staircase wells are in common ownership of all apartment owners.
 - 45. The insurance of a legal share of an apartment building shall not cover the legal share of other buildings and structures located on the same plot of land as the apartment building (e.g. playgrounds, power substations, ancillary buildings, sheds etc.).
 - 46. If the legal share of apartment building is insured, the sum insured of the interior decoration of the apartment includes the sum insured of the legal share of the apartment building.
 - 47. The amount of loss is the share corresponding to the legal share of the apartment owner of the cost of restoration of the apartment building in common ownership of all apartment owners.
- Example: The building has ten apartments of equal size. Thus, the size of each apartment owner's legal share of the "main structures of the building" is one tenth. The roof of the building is destroyed in a fire. The cost of restoring the roof is 20 000 EUR; the apartment owner's part of it (the amount of loss) is 2000 EUR. The deductible is 200 EUR. The amount of the insurance indemnity is $2000 - 200 = 1800$ EUR.

PROPERTY NOT REGARDED AS INTERIOR DECORATION OF AN APARTMENT

- 48. Property which is not essential part of the building, such as furniture, kitchen fitments (including built-in furniture), transferable cookers, refrigerators, washing machines, curtain and other rails, carpets and lamps shall not be regarded interior decoration.
- 49. The items indicated in the previous point can, with the consent of the insurer, be insured as home property.

INSURANCE VALUE OF THE INTERIOR DECORATION OF AN APARTMENT

- 50. The insurance value of the interior decoration is the cost of restoring the interior decoration to its former condition at the insurance location, without the amortization. If the legal share of an apartment building is insured (see article 44), the insurance value of the interior decoration shall include the insurance value of the legal share belonging to the apartment owner.

Home property

- 51. Movables (hereinafter "items"), such as furniture (including kitchen fitments), clothes, household appliances, electronic devices, etc, shall be the insurance object.

ITEMS IN A BUILDING

- 52. If the insurance location is a building, the movables located in the building (including in auxiliary buildings), balcony and terrace are insured.

ITEMS IN AN APARTMENT

- 53. If the insurance location is an apartment, the movables located in the residential rooms, balcony and terrace of the insured apartment are insured. Movables located outside the residential rooms, terrace or balcony of an apartment (including in the cellar, storage room) are not insured.

HOME PROPERTY INSURED IN AGGREGATE

- 54. Home property can be insured in aggregate of items or listing separate items in the insurance contract.
 - 55. Home property insured in aggregate is divided up into groups of items determined by the insurer.
 - 56. Every group of items has its sum insured, which shall be the summarised limit of the indemnity payable for the items belonging in the respective group. The groups of items and the sums insured for the groups shall be indicated in the insurance policy.
 - 57. The sum insured for each item of home property insured in aggregate shall be the insurance value of the item.
- Example: New furniture has been insured in aggregate of items (the sum insured for the group of items is 1000 EUR) and a new leather sofa has been insured as an item listed separately (the sum insured for the item listed separately is 500 EUR). The home property is destroyed by fire. The deductible for fire is 300 EUR. The indemnity is calculated as follows: $1000 + 500 - 300 = 1200$ EUR.

ITEMS THAT ARE NOT INSURED

58. Insurance object shall not be:
- 58.1. cash, securities, bank cards (except for the cases indicated in the super package, see articles 155–163);
 - 58.2. documents (such as a passport, certificate, power of attorney, contract), manuscripts, drawings;
 - 58.3. potted plants, live animals, live birds, live fish;
 - 58.4. items, the owning or possession of which is illegal (such as items not accompanied by a licence or permit prescribed by legislation; stolen or robbed items, etc.);
 - 58.5. explosives;
 - 58.6. databases;
 - 58.7. computer software, licences.

INSURANCE VALUE OF HOME PROPERTY

ITEMS LISTED IN THE TABLE (THE TABLE VALUE)

59. The insurable value of the items listed in the table (see article 270) is the percentage corresponding the age of the item of the sum of money needed for obtaining a brand new item.

THE ITEMS OF THE AGE OF LESS THAN 5 YEARS NOT LISTED IN THE TABLE (REACQUISITION VALUE)

60. In case of items of the age of five years and less, not listed in the table (see article 270) the insurance value shall equal the reacquisition value. The reacquisition value is a sum of money needed for obtaining a brand new item, which is of the same type, has the same characteristics and is in the same price range.

THE ITEMS OF THE AGE OF MORE THAN 5 YEARS NOT LISTED IN THE TABLE (MARKET VALUE)

61. The insurance value of the items of the age of more than five years not listed in the table (see article 270) shall be the market value (usual value) of the item. The market value (usual value) is the average local selling price (market price) of the item in Estonia immediately before the occurrence of the insurance event.

ITEMS, THE INSURANCE VALUE OF WHICH IS ALWAYS THE MARKET VALUE

62. The insurance value of the following items is always the market value: motor vehicles and agricultural machines and their couplings, works of visual art (paintings, graphic arts, sculptures, etc.), objects of antique value, weapons, collections, jewellery and other articles of value.

Types of insurance events

63. Upon conclusion of the insurance contract the policyholder may choose between the mini package, main package, all-risk insurance or super package.

64. The mini package includes cover against the following insurance events:

Name of insurance event	Reference to the articles of insurance conditions
Fire	69 – 72
Hail or strong wind (over 21 m/sec)	73 – 80

65. NB! The mini package does not include cover against burglary and robbery and other cases not mentioned in the previous article.

66. The main package includes cover against the following insurance events:

Name of insurance event	Reference to the articles of insurance conditions
Fire	69 – 72
Hail or strong wind (over 21 m/sec)	73 – 80
Vandalism, robbery, burglary	81 – 93
Insurance cover for locks and keys (indemnification without deductible)	94 – 102
Piping leakage	103 – 112

- NB! The main package does not include insurance cover “Piping leakage” if the building does not have any water and sewerage system and the policyholder has informed the insurer thereof.

67. The all-risk insurance includes the following insurance covers:

Name of insurance cover	Reference to the articles of insurance conditions
Insurance cover against unexpected and unforeseen events	113 - 130
Insurance cover for locks and keys (indemnification without deductible)	94 – 102

68. The super package includes the insurance cover of all-risk insurance and additional covers of the super package:

Name of insurance event	Reference to the articles of insurance conditions
Insurance cover for locks and keys (indemnification without deductible)	94 – 102
Unexpected and unforeseen flood	135 – 138
Insurance cover for window glasses without deductible	139 – 141
Insurance cover for the rent cost of the replacement housing	142 – 148
Travel interruption insurance cover	149 – 154
Theft or loss of a bank card	155 – 163
Burglary of the storage room of an apartment building	164 – 165
Theft, robbery or vandalism of home property in the greenhouse, one's own yard, on terrace or balcony	166 – 167
Theft, robbery or vandalism of a bicycle, scooter, wheelchair, stroller in Estonia	168 – 170

Fire

INSURANCE EVENTS

69. The fire insurance event is damages to or destruction of the insurance object if caused by:

- 69.1. fire, that spread outside the firebox (including arson by a third party) or grime, smoke, extinguishing activities arising thereof;
- 69.2. explosion (including explosion of explosives, explosion of a container), i.e. a shockwave caused due to an abrupt release of large amount of energy, which causes destruction and spreading of fire;
- 69.3. aviation accident, i.e. falling down of a manned flying device (including airplane, helicopter), its parts or cargo;
- 69.4. fire caused by lightning or visible mechanical damages caused by lightning.

EXCLUSIONS

ELECTRICAL BREAKDOWNS CAUSE BY LIGHTNING

70. Occurrence of damages due to electrical breakdowns caused by lightning shall not be an insurance event. Electrical breakdown shall be excess voltage, undervoltage, fluctuation of electric current and short-circuit. If the lightning caused electrical breakdowns, which in turn caused fire, the destruction of or damages to the insurance object in the fire shall be considered an insurance event.
71. In addition to the above limitations, the “General Exclusions” (see articles 183–203) and “Exclusions related to defective construction work” (see articles 171–182) apply.

POSSIBILITIES AND RECOMMENDATIONS

72. Upon the consent of the insurer, the insurance objects can be insured against electrical breakdowns with all-risk insurance (all-risk insurance – see articles 113–130) or super package (see articles 131–134).

Hail or strong wind (over 21 m/sec)

INSURANCE EVENTS

73. The insurance event as a result of hail or strong wind (over 21 m/sec) shall be destruction of or damages to the insurance object if caused by:
 - 73.1. hail;
 - 73.2. directly by strong wind (over 21 m/sec);
 - 73.3. falling of trees, posts or other items broken down or elevated by the strong wind (over 21 m/sec) on the insurance object;

- 73.4. moving of ice caused by the strong wind (over 21 m/sec);
 - 73.5. flood caused by strong wind (over 21 m/sec);
 - 73.6. water or snow which entered into a building through openings, which occurred due to damages caused by strong wind (over 21 m/sec).
- Example 1: Strong wind (over 21 m/sec) damaged the roof of a building. Rain fell in and damaged the building. It is an insurance event (destruction occurs).
- Example 2: Strong wind (over 21 m/sec) pulled the door of a building open and rain fell in. It is not an insurance event (no destruction occurs).

WATER ENTERED THROUGH THE SEWERAGE SYSTEM

- 74. The sewerage system of a building must have a valve stopping the inflow of liquids (water, wastewater etc.). In case if due to the flood caused by strong wind (over 21 m/sec) water has entered into the building only through the sewerage system, it shall be insurance event only if the water (including wastewater) could enter the building due to the breaking or malfunction of the valve.
- 75. In case if water enters a building due to the flood caused by strong wind (over 21 m/sec) through doors, windows, other openings or through the boundaries of a building, the insurance event shall be the destruction of or damages to the insurance object as a result of water regardless of the existence of the sewerage valve.

EXCLUSIONS

FLOOD

- 76. The insurer shall not be obliged to indemnify if the damages were caused due to the flood and the flood was caused by reasons other than strong wind (over 21 m/sec) (e.g. melting of snow, rainfall).
- 77. The flood exclusion indicated in the previous article shall not be applied in instances provided by the conditions of super package (see articles 135–138).

ELECTRICAL BREAKDOWNS CAUSED BY STRONG WIND (OVER 21 M/SEC) ARE NOT INSURED

- 78. Causing of damage due to electrical breakdowns caused by strong wind (over 21 m/sec) shall not be an insurance event. Electrical breakdown shall be excess voltage, under-voltage, fluctuation of electric current and short-circuit.
- 79. In addition to the above limitations, the “Exclusions related to defective construction work” (see art 171–182) and “General Exclusions” (see art 183–203) and including exclusion “entry of water into the building” set forth in article 193 apply.

POSSIBILITIES AND RECOMMENDATIONS

- 80. Upon the consent of the insurer, the insurance objects can be insured against electrical breakdowns with all-risk insurance (all-risk insurance – see articles 113–130) or super package (see articles 131–134).

Vandalism, robbery, burglary

VANDALISM AND ROBBERY

- 81. Insurance event as a result of vandalism or robbery shall be the loss of possession, destruction of or damages to the insurance object as a result of the following events:
 - 81.1. robbery, i.e. taking of the property by a third party with violence or threatening with violence;
 - 81.2. wilful and unlawful damaging or destruction by third party;
 - 81.3. collision of a land vehicle (car, motorcycle, train etc.) if the vehicle was driven by a third party regardless of the guilt of the driver (e.g. negligence of the driver).
- 82. In case if the vehicle, which caused damages was driven by the policyholder or another person who is not considered as a third party the event is not an insurance event within the meaning of article 81.3.
- 83. Causing of damages due to negligence or gross negligence shall not be a vandalism insurance event, except in cases set forth in article 81.3.
- 84. Causing of damages by a person who is not considered a third person (see article 7) shall not be a vandalism insurance event.

BURGLARY

- 85. Loss of possession of the insurance object due to burglary is an insurance event. The insurance event shall also be destruction of or damages to the insurance object due to burglary or attempted burglary.
- 86. Burglary is entering the building by a third person by breaking the building or breaking or lock picking the locking mechanism (breaking and entering). Lock picking is opening the locking mechanism of the building by the use of a skeleton key or other similar instrument.
- 87. Opening the locking mechanism of the building with an original key or its copy, except if the keys were obtained by burglary or robbery, shall not be considered a burglary.
- 88. The insurance event shall not theft (including burglary) of property from greenhouse. The limitation set forth in this article is applicable for the main package as well as all-risk insurance.

THEFT OF HOME PROPERTY FROM THE BALCONY OR TERRACE

- 89. Theft of home property from the balcony or terrace shall be an insurance event if the thief accessed the balcony or

terrace by breaking and entering (see article 86) or with a key obtained by burglary or robbery.

THEFT OF EXTERIOR PARTS OF A BUILDING

90. Theft of exterior parts of a building or apartment that is the insurance location (e.g. front doors or outside windows) by a third party is an insurance event in the case of burglary as well as in the case if the theft has no signs of burglary.

THEFT AFTER THE INSURANCE EVENT

91. The policyholder is obliged to take measures for preventing the theft immediately after discovering the loss event that facilitates theft.
92. The insurer shall not be obliged to indemnify if the burglary or theft of parts of the building has been committed during or after the loss event that facilitates theft and the policyholder, insured or legal possessor of the insured property have not taken sufficient measures for preventing theft after discovering the loss event.
93. In addition to the above limitations, the “General Exclusions” (see articles 183–203) apply.

Insurance cover for locks and keys

THEFT AND ROBBERY OF KEYS

94. An insurance event shall be robbery or burglary of the keys of the building or an apartment that is the insurance location.
95. Unlike article 9, burglary or robbery of keys shall be an insurance event also if it takes place outside the insurance location (e.g. robbery of keys on the street, burglary from the office, burglary from a vehicle).
96. The loss of the key shall not be an insurance event.
97. In the event of robbery or burglary of the keys of the building or an apartment that is the insurance location the insurer shall indemnify the reasonable and necessary expenses for replacing the locks of the insurance location.

DAMAGING OF THE LOCK

98. The insurance event shall be damages to the lock of the front door of the insurance location due to external circumstances (e.g. breaking in, the key breaks and is stuck in the lock, illegal filling of the lock hole, etc.).
99. Internal breakdown of the lock (the parts of the lock are worn out and the lock is not functioning properly, breaking of the internal parts of the lock, wear of the suspension, etc.) shall not be an insurance event. The loss of a key shall not be an insurance event.
100. In the event of damages to the lock, the insurer shall indemnify the reasonable and necessary expenses for the following goods and services:
- 100.1 the service for opening the lock;
- 100.2 the repairs of the lock and the spare parts;
- 100.3 the new lock and keys; installing of new lock;
- 100.4 dismantling of the old lock.

THE DEDUCTIBLE AND THE PROVISIONS OF UNDERINSURANCE SHALL NOT BE APPLICABLE

101. In the event of insurance events of the insurance cover of locks and keys, the deductible or the principles of underinsurance shall not be applicable.
102. In addition to the above limitations, the “General Exclusions” (see articles 183–203) apply.

Piping leakage

INSURANCE EVENTS

BREAKING OF PIPING

103. The insurance event shall be damages to or destruction of the insurance object caused by water, other liquid or steam from the suddenly and unexpectedly broken water, heating or sewerage piping inside the building.
104. Breaking of piping located outside the building shall not be an insurance event.

BREAKING OF WASHING MACHINE OR DISHWASHER

105. The insurance event shall be destruction of or damages to the insurance object caused by water that came out of the machine as a result of breaking of a washing machine or dishwasher (including their connection details such as hoses, shutters etc) permanently joined to the water piping.

WATER FROM THE NEIGHBOUR'S APARTMENT

106. The insurance event shall be the destruction of or damages to the insurance object caused by water, other liquid or steam, that came out of the piping from another room (for example a pipe broke in the neighbour's apartment, the neighbour forgot the tap running etc).
107. Another room is the apartment of the neighbour or another room outside the insurance location that is not in the direct possession of the policyholder or insured or the legal possessor of the insurance object.
108. If water, liquid or steam entered another room from the outside (e.g. leaking roof, water leaked into another room

though wall structures, etc.) the event is not an insurance event.

SEWERAGE JAM IN AN APARTMENT BUILDING

109. Damages to or destruction of an insurance object due to the waste water that entered the insurance location due to the sewerage jam in the apartment building is an insurance event, provided that the sewerage jam was caused by a third party (see article 7).

EXCLUSIONS

110. Insurance event shall not be causing of damage as a result of breakdown, insufficient carrying capacity or malfunction (including jamming) of waterworks or sewerage located outside the building. Upon the consent of the insurer the abovementioned loss can be insured with all-risk insurance (all-risk insurance – see articles 113–130) or super package (see articles 131–134).
111. NB! “Piping leakage” shall not cover expenses of repairs or reacquisition of the technical installation (e.g. water piping, containers, etc.) that caused the damage. Upon the consent of the insurer the braking of the technical installations can be insured with all-risk insurance (all-risk insurance – see articles 113–130) or super package (see articles 131–134).
112. In addition to the above limitations, the “General Exclusions” (see articles 183–203) and “Exclusions related to defective construction work” (see articles 171–182) apply.

Insurance cover for allrisk insurance

INSURANCE EVENT

113. The insurance event of all-risk insurance shall be damages to or destruction of the insurance object due to a sudden and unforeseen event, which is not excluded with the conditions of the insurance contract.
114. The insurance cover for locks and keys (indemnification without deductible) shall be applicable pursuant to articles 94–102.
115. All-risk insurance shall not mean that the insurance object would be insured without limitations against all risks.

THEFT AS THE ALL-RISK INSURANCE EVENT

116. Theft of the insurance object shall be an insurance event of all-risk insurance only in the case if the theft complies with the signs of burglary, theft of keys or theft of parts of a building (see articles 85–90).
117. The insurance event shall not theft (including burglary) of property from greenhouse.

EXCLUSIONS

118. The following exclusions apply for all-risk insurance in addition to the chapters “General Exclusions” (see articles 183–203) and “Exclusions Related to Defective Construction Work” (see articles 171–182).

DOMESTIC ANIMALS, BIRDS, BUGS

119. Destruction of or damages to the insurance object as a result of the activities of domestic animals, rodents, bugs or birds shall not be an insurance event.

LOSING, LOSS, FORGETTING, ACTIONS AGAINST PROPERTY

120. The insurance event shall not be causing of damages due to losing, loss or forgetting of property.
121. The insurance event shall not be causing of damages due to deceit, fraud or extortion.
122. The insurance event shall not be theft, which does not have characteristics of burglary, theft of keys of parts of a building (see articles 85–90).

MAINTENANCE WORK AND SMALL DEFECTS

123. The insurer shall not be obliged to compensate costs of maintenance work, maintenance repairs for eliminating external small defects (e.g. scratches on exterior surfaces, enamelled and polished surfaces, cracks on walls, damages caused by submerging of new buildings, etc.).

USUAL USE OF SPORTS EQUIPMENT

124. The insurance event shall not be occurrence of loss to sports equipment during the course of its usual use.

NON-PURPOSEFUL USE OF THE INSURANCE OBJECT

125. The insurer shall not be obliged to indemnify if the damages were caused or facilitated by using the insurance object for purposes for which the insurance object is not foreseen.

EXPLOSION, DIGGING, RAMMING OR SOIL WORKS

126. The insurance event shall not be damages caused by any explosive, excavation, ramming or soil works. This exclusion shall be applicable regardless of who performed the explosive, excavation, ramming or soil works and if the aforementioned works were carried out legally or not.

ELECTRICAL OR MECHANICAL FAILURES OR WEAR

127. Insurance event shall not be occurrence of damage (including electrical damage) caused by the internal electrical or

mechanical failure, disturbance or wear (including scale, corrosion) of the insurance object itself.

Examples: The new thermostat of the under floor heating is deficient and the under floor heating does not start functioning. A 7-year-old boiler burns out due to the settling of scale and will never function again. These are not insurance events.

128. If the failure mentioned in the previous article causes destruction of the insurance object due to unexpected and unforeseen circumstance not pertaining to the insurance object, the exclusions set forth in the previous article shall not be applicable.

Example: As a result of lightning the alarm system breaks down. The lightning is an unexpected and unforeseen circumstance not pertaining to the insurance object. It is an insurance event.

129. Insurance event shall not be causing of damage to devices functioning on electricity that were not in working order prior to the occurrence of the insurance event (e.g. damaged device had not been repaired yet).

INAPPROPRIATE FUSES

130. Insurance event shall not be causing of damage to devices functioning on electricity if causing of damage was facilitated by using inappropriate or substandard fuses.

Super Package Insurance Cover

131. Super package insurance cover consists of insurance cover of all-risk insurance and additional covers of the super package.

132. The insurance cover of all-risks insurance shall be applicable pursuant to articles 113–130.

133. The insurance cover for locks and keys (indemnification without deductible) shall be applicable pursuant to articles 94–102.

134. In addition to the insurance cover limitations indicated in the present chapter (“Super package insurance cover”), the exclusions indicated in chapters “General Exclusions” (see articles 183–203) and “Exclusions related to defective construction work” (see articles 171–182) apply.

UNEXPECTED AND UNFORESEEN FLOOD

135. Unlike the provisions of article 191 (“General Exclusions”, flood exclusion) an unexpected and unforeseen flood shall be an insurance event.

136. The situation where the level of ground water is above the ground level shall be considered flood in the present insurance conditions.

137. Water movement below surface shall not be considered flood (e.g. the water in the surface of the land reaches the basement, etc.).

138. Flood shall be considered unexpected and unforeseen within the meaning of the present insurance conditions if no flood has occurred at the insurance location during the last 10 years.

INSURANCE COVER FOR WINDOW GLASSES WITHOUT DEDUCTIBLE

139. If a window glass (including the roof window glass) or front door glass is destroyed or damaged as a result of an insurance event, the cost of repairing the window glass or front door glass shall be indemnified without applying the deductible.

140. The deductible shall be applied to insurance events which have occurred to interior door glass, sliding door glass, mirror, greenhouse glass, shower cabin glass and other glass objects not mentioned in the previous article.

141. Other material used in the construction of a window or a front door allowing light transmission (e.g. plastic) shall be considered “glass” as well within the meaning of the present insurance conditions.

INSURANCE COVER FOR THE RENT COST OF THE REPLACEMENT HOUSING

142. NB! The sum insured of the insurance cover for the rent cost of the replacement housing shall be 3196 EUR/50 000 EEK. The maximum indemnity for the rent cost of the replacement housing per one calendar month shall be 640 EUR/10 000 EEK.

143. The insurance event of the insurance cover for the rent cost of the replacement housing shall be if the insurance object (building, apartment) becomes unsuitable for living as a result of an insurance event covered with the insurance contract.

144. In case of an insurance event regarding rent cost of replacement housing the following expenses connected with temporary resettling of permanent residents of the insurance object (building, apartment) to another housing equal (in the same region, with the same area and other characteristics) to the insurance object shall be considered the amount of loss:

144.1. rent of the replacement housing;

144.2. necessary reasonable expenses related to moving into the temporary housing and back to the insurance location.

145. The rent of the replacement housing shall be included in the amount of loss until the day the insurance object has been restored to the conditions suitable for living.

146. If the insurance object cannot be restored to the condition suitable for living, the loss amount shall be the rent of the replacement housing until the day of payment of the insurance indemnity for the interior decoration of a building or apartment.

147. In order to apply for indemnity for the rent cost of the replacement housing the documents proving the costs incurred (including payment of rent) to be indemnified shall be submitted to the insurer.

NON-INDEMNIFIABLE EXPENSES

148. Utility costs of the temporary housing as well as expenses for finding the housing, including any intermediation, broker or

consultation fees shall not be subject to indemnification under these insurance conditions.

TRAVEL INTERRUPTION INSURANCE COVER

149. Cancellation of a trip or early return from a trip (discontinued trip) shall be considered travel interruption.
150. Travel interruption of the insured and the family member of the insured caused by an insurance event which has occurred to the insured building, apartment interior decoration or home property shall be considered an insurance event of the travel interruption insurance.
151. The spouse or partner and children under age of 18 of the insured shall be considered family members of the insured.
152. The insurer shall indemnify expenses occurred due to cancellation of a trip that the insured or the family member of the insured cannot request from the tour operator, transportation company, accommodation establishment or any other service provider connected with the trip.
153. The insurer shall indemnify costs incurred due to early return from a trip (e.g. price difference of tickets, additional accommodation expenses for staying overnight at the transit point, etc.).
154. NB! The sum insured for the travel interruption insurance cover shall be 1279 EUR/20 000 EEK.

LOSS OR THEFT OF A BANK CARD

155. Insurance object shall a bank card (debit or credit card) issued by a credit institution to the policyholder or the family member of the policyholder.
156. The spouse or partner and children under age of 18 of the policyholder shall be considered family members of the policyholder.
157. Insurance event shall be loss or theft of a bank card.
158. The insurer shall indemnify loss caused due to unlawful use of a bank card during the 48 hours following the occurrence of the insurance event.
159. Unlawful dispensing of money from the automated teller machine and unlawful card payments shall be considered unlawful use of a bank card.
160. If it is impossible to determine the time when the insurance event occurred, it shall be considered that the insurance event occurred at the moment when the bank card was used unlawfully for the first time after loss or theft.
161. The insurer shall not be obliged to indemnify if the bank card has not been lost or stolen but its data has reached the possession of other persons (copying, theft of credit card data in the Internet, etc.).
162. The insurance cover shall be valid only if the bank card was lost or stolen in Estonia.
163. NB! The sum insured for loss or theft of a bank card shall be 640 EUR/10 000 EEK.

BURGLARY OF THE STORAGE ROOM OF AN APARTMENT BUILDING

164. The theft of an insurance object as a result of burglary of the basement, attic, or storage room located in the corridor of an apartment building shall be considered an insurance event if the following conditions have been fulfilled:
 - 164.1. the storage room is located in the same building as the apartment of the insured;
 - 164.2. the storage room is being used only by the insured and the family members of the insured;
 - 164.3. The storage room has been entered by breaking the barriers of the storage room, breaking or picking the lock or using keys of the storage room that have been obtained by robbery or burglary.
165. NB! The sum insured for burglary of the storage room of an apartment building shall be 640 EUR/10 000 EEK.

THEFT, ROBBERY OR VANDALISM IN THE GREENHOUSE, ONE'S OWN YARD, ON TERRACE AND BALCONY

166. Theft, robbery or vandalism of a home property shall also be considered insurance event if the item belonging to the insured home property was in the greenhouse, balcony, terrace or outside the building, but on the same plot of land with the insured building.
167. NB! The sum insured for the insurance event indicated in the previous article shall be 640 EUR/10 000 EEK.

THEFT, ROBBERY OR VANDALISM OF A BICYCLE, SCOOTER, STROLLER OR WHEELCHAIR IN ESTONIA

168. An insurance event shall be the theft, robbery or vandalism occurred in Estonia of such insurance objects as bicycle, scooter, stroller or wheelchair.
169. If the bicycle, scooter, stroller or wheelchair has been left unattended, the insurance cover indicated in the previous article shall be valid if the bicycle, scooter, stroller or wheelchair is located in a locked building or has been locked with a bicycle lock.
170. NB! The sum insured for the theft, robbery or vandalism of a bicycle, scooter, stroller or wheelchair shall be 640 EUR/10 000 EEK.

Exclusions related to defective construction work

171. The exclusions of this chapter shall be applicable for all packages.
172. For the purposes of these insurance conditions, construction works shall be any building or repairs (including joining, disassembly, demolition, replacement, painting, repairs etc of details).
173. For the purposes of these insurance conditions a builder is a person carrying out the construction works.
174. NB! The insurer explains that regardless of the fact that carrying out own construction works or using a builder not registered in the register of economic activities is allowed in certain cases (e.g. a building for own use, building of small building), the risks related to it are higher than usual due to which restrictions set forth in this chapter shall

be applicable for damages arising from construction works performed by a builder not registered in the register of economic activities.

DAMAGES CAUSED BY DEFECTIVE CONSTRUCTION WORKS

175. If an insurance event was caused by or occurrence of the damages was facilitated by substandard construction work (defective construction work) the insurance cover shall be applicable provided that
- 175.1. building permit or written consent of the local municipality government was available for performing this construction work and
- 175.2. this construction work was carried out by the builder who had been registered in the register of economic activities during the construction works.
176. If the insurance event was caused by or the damages were facilitated by substandard construction work for the carrying out of which the building permit or written consent of the local municipality government is not required, the insurance cover shall be applicable provided that this construction work was carried out by a builder who had been registered in the register of economic activities during the construction works.
177. Information regarding the need for building permit or written consent can be found from the local municipality government.
178. The restrictions set forth in articles 175 and 176 shall not be applicable if
- 178.1. by the time of occurrence of the insurance event more than 5 years have passed from the performance of the construction work or
- 178.2. the construction work had been performed before the acquisition of the building by the insured and a building permit or written consent of the local municipality government was available for performing this construction work or
- 178.3. the construction work had been performed before the acquisition of the building by the insured and no building permit or written consent of the local municipality government was required for performing this construction work.

REPAIRING, REPLACING, REDOING DEFECTIVE CONSTRUCTION WORKS

179. The insurer shall not be obliged to indemnify damages that are caused by substandard construction work that needs to be redone, repaired or replaced.
180. The exclusion set forth in the previous article shall be applicable regardless of the fact if the builder is registered in the register of economic activities and if the building permit or written consent of the local municipality government has been issued for building.
- Examples: The insurer shall not compensate costs of opening, closing and installation of additional insulation for the wall structures if it appears that the builders had not installed the insulation.
The insurer shall not compensate the costs of cleaning and re-plastering of walls if it appears that the walls were plastered defectively and the plaster started to peel off from the walls.
The insurer shall not compensate costs for straightening the floor if the floor had been built or installed aslant.

DAMAGES CAUSED DURING THE COURSE OF CONSTRUCTION

181. The insurance cover shall not be applicable if the damages have been caused during the course of the construction works at the insurance location. This exclusion shall be applicable regardless of the fact if the builder is registered in the register of economic activities. This exclusion shall not be applicable in the event of fire.
- Examples: A wall covered with wallpaper is scratched during construction – this is not an insurance event.
Accidentally a hole is drilled in the floor heating piping during the construction work – this is not an insurance event.
182. The exclusion set forth in the previous article shall be applicable regardless of the fact if the builder is registered in the register of economic activities and if the building permit or written consent of the local municipality government has been issued for building.

General exclusions

183. The following exclusions are applicable for all packages, unless provided differently with the respective exclusion.

IT IS NOT AN INSURANCE EVENT

184. The insurer shall not be obliged to indemnify the loss if the event does not comply with the characteristics of an insurance event.
185. The insurer shall not be obliged to indemnify the loss if the loss did not occur suddenly and unforeseeably.

EXCLUSIONS OF THE "GENERAL INSURANCE CONDITIONS"

186. The insurer shall not be obliged to indemnify the loss if the indemnifying the loss is excluded according to the "General Insurance Conditions" of If P&C Insurance AS.

IMPROPER STORAGE OF EXPLOSIVES AND BLASTING WORKS

187. The insurer shall not be obliged to indemnify the loss, which was caused by improper storage of explosives or blasting works, by the policyholder, the insured or the legal possessor of the insurance object.

LAWFUL DEMOLITION

188. Occurrence of loss as a result of lawful demolition, destruction or disassembly of the insurance object shall not be an insured event.

GUARANTEE, OTHER INSURANCE CONTRACT, COMPULSORY INSURANCE

189. The occurrence of loss, if the loss is to be indemnified based on the guarantee (including building guarantee) given for the insurance object, any other insurance contract or the compulsory insurance shall not be considered an insured event.

MOVEMENT OF ICE

190. The insurer shall not be obliged to indemnify the loss, which occurred as a consequence of movement of ice unless the movement of ice was caused by strong wind (over 21 m/s).

FLOOD

191. The insurer shall not be obliged to indemnify the loss, which was caused by a flood (for example, melting snow, rain, etc.). The abovementioned exclusion shall not apply if the flood is caused by strong wind (over 21 m/s)

192. The flood exclusion indicated in the previous article shall not be applied in instances provided by the conditions of super package (see articles 135–138).

ENTRY OF WATER INTO THE BUILDING

193. The insurance contract is concluded, provided that in the weather conditions characteristic for Estonia (rain, wind, snow, ice etc) the buildings are designed and built in the way that entry of precipitation into the building is excluded.

194. The insurer shall not be obliged to indemnify the loss, which was caused by entry of water or snow into the insurance location through the sewerage system (except in the case set forth in article 109) or through the structures of the building.

195. The abovementioned exclusion shall not apply if the penetration of water occurs as a consequence of flood caused by strong wind (over 21 m/s) or in case of a super package as a result of an unexpected flood (see articles 135–138).

EARTHQUAKE, LANDSLIDE, MOVEMENT OF SOIL, TSUNAMI

196. The insurer shall not be obliged to indemnify the loss, which was caused, by a tsunami, an earthquake, a landslide or movement of soil.

LOSSES GENERATED GRADUALLY

197. The insurance event shall not be losses caused by a process occurring during a period of time (e.g. rotting, scale, corrosion, wear, moulding, mildew (including dry rot), long term abrasion, long term wear, long term soiling, wear of materials, etc.).

Examples: The floor of the building rots due to gradually dripping water. A water pipe breaks due to corrosion. The steps of the stairs are worn due to long term use. The branches of a tree growing next to the building have rubbed the paint off the walls of the building during years. These are not insurance events.

SUBSTANDARD INSURANCE OBJECT

198. The insurer shall not be obliged to indemnify if the insurance object is substandard but has not been damaged or destroyed.

Examples: The walls have been painted with paint of wrong tone, the walls have been built askew, the builders have not placed sufficient insulation, the builder forgot to install under floor heating, the heating system does not function properly.

SINKING, RISING, EXPANDING, MOVING OF A BUILDING

199. The insurer shall not be obliged to indemnify damages that are caused due to the sinking, rising, expanding or moving of the building or parts thereof (including occurrence of cracks or fractures; tilting of walls, ceiling or floor; loss of load-bearing capacity of the structures, etc.).

200. This exclusion shall be applicable regardless of the causes for the sinking, rising, expanding and movement of the building (including the weight of ice or snow).

UNIDENTIFIED PROPERTY

201. The insurer shall not be obliged to indemnify the cost of property, the existence of which, upon the occurrence of the insured event, has not been substantiated by inspection of the insurance location, the remains of the property, and acquisition documents of the property or other evidence.

INDIRECT LOSSES

202. The insurer shall not be obliged to indemnify the indirect expenses and loss related to the insured event, such as telephone charges, decrease in income or profit.

ENVIRONMENTAL CONTAMINATION

203. The insurer shall not be obliged to indemnify the cost of decontamination of soil and water (including well water), or the cost of building a new well in place of the contaminated one.

Safety requirements

GENERAL REQUIREMENTS

204. The policyholder, the insured and the legal possessor of the property insured is obliged to act with due care in order to avoid the occurrence of an insured event.
205. The policyholder, the insured and the legal possessor of the property insured are obliged to comply with all safety requirements, as well as follow the requirements set forth in the documents of the insurance contract.
206. The policyholder and the insured are obliged to ensure that other persons legitimately staying at the insurance location follow the abovementioned requirements.
207. The property must be used in an appropriate way, and when storing and using the property, norms prescribed by user manuals, legislation and this insurance contract must be observed.
208. Heating, electricity and utility systems must be designed, built, installed and exploited according to requirements, and if no requirements exist, in such a manner that exploitation and maintenance of these systems is safe.

STORAGE OF WEAPONS AND AMMUNITION

209. Weapons and ammunition shall be stored pursuant to the procedure established with the legal acts. If more than one firearm is stored at the insurance location, the firearm shall be kept in the weapons safe or weapons depository.

EXPLOITATION OF OPEN FIRES AND DEBRIS BURNING

210. Exploitation of open fires, as well as burning waste and debris is only allowed in windless weather, in a place specially separated and equipped. After completing the work fire has to be carefully extinguished.
211. The location of burning of waste and debris and making of bonfire or other fire outside the firebox must be located at least 15m from any building or open storage site of combustible material and at least 30m from the forest.

CLEANING SMOKE FLUES AND CHIMNEYS

212. Smoke flues and chimneys must be cleaned as appropriate but no less frequently than once a year.

ELECTRICAL WORK

213. Only persons with adequate qualifications may conduct electrical installation works and repair of electrical equipment.

WORKS INVOLVING FIRE RISK AND AN OPEN FLAME

214. Only persons with adequate qualifications may conduct works involving fire risk or an open flame.
215. When conducting works involving fire-risks, also when working with tools generating sparks, falling of sparks on highly flammable substances or materials has to be avoided; also, basic fire extinguishing equipment must be in place at the workplace.
216. When conducting works involving an open flame and fire risks, the highly flammable substances located in the place of conducting the work must be covered with a flameproof cover.

HEATING INSTALLATIONS (INCLUDING FLUES)

217. Heating installations (including flues) must be duly installed.
218. Hot parts of the heating installations (including flues) must be sufficiently insulated or be located at the safe distance from flammable materials (such as timber).
219. After installing new heating installations (including flues) or repair of heating installations, the heating installations must be periodically examined so as to discover defects (holes, cracks, insufficient heat insulation, unusual heating, charring, burning etc of the materials surrounding the heating installation or the flue, etc.) as quickly as possible.

TEMPORARY ELECTRICAL CONDUCTORS

220. When leaving the insurance location, temporary electrical conductors must not be left energised.

LEAVING A SOURCE OF FIRE HAZARD UNSUPERVISED

221. It is prohibited to leave a burning hearth, a blow heater, burning candles or other sources of fire hazard unsupervised or leave minors responsible for them.

SMOKING IN A FIRE-RISK ZONE

222. It is prohibited to smoke in rooms containing highly flammable items or materials, as well as in places where combustible liquids, gases or other flammable or explosive substances are kept.

SMOKING IN BED

223. Smoking in bed is prohibited.

CHILDREN, MATCHES AND INCENDIARY EQUIPMENT

224. It is prohibited to keep matches and other incendiary equipment in places accessible to minors.

LEAKING GAS SUPPLY SYSTEMS

225. It is prohibited to exploit leaking gas supply systems.
226. In case of a gas leak gas valves must be closed and the rooms must be ventilated promptly. When so doing, one must

not use naked flame, smoke, switch on or off electrical equipment.

PREVENTING PIPING FROM FREEZING

227. In a building or a room which is not heated in the heating period, or the air temperature of which falls below 0°C, water and heating systems must be emptied from water in order to prevent freezing.

SHUT-OFF VALVE FOR A WASHING MACHINE AND A DISHWASHER

228. A shut-off valve (cock) has to be installed on the hose or the pipe connecting the washing machine or the dishwasher to water pipes, which must be shut when the machine is not working.

USE OF WASHING MACHINE

229. The washing machine shall not be left to operate when leaving the insurance location. A person must be present at the insurance location during the operation of the washing machine.

CLOSING WINDOWS AND OTHER OPENINGS

230. When leaving the building or the apartment, the windows, trapdoors and other openings of the building or the apartment must be closed in such a manner that it is not possible to unlawfully enter the building or the apartment without breaking a latch or other closing device or picking the lock.

LOCKS AND KEYS

231. The doors of the building and the apartment (including the garage doors) must be locked with a mechanical or electronic lock.

232. Door keys (including codes and keys of the security alarm system) must not be kept in a place and in a manner, which enables access to them by third persons. For example the keys must not be left in the pocket of the jacket that is left unattended at a cafe.

233. Keys must not bear a name or address, which might announce the location of the insurance location.

234. Upon losing a key or when the key gets into the illegal possession of a third person, the policyholder must promptly replace the locks.

ALARM SYSTEM

235. If alarm equipment is in place, the policyholder must ensure the good condition of such equipment as well as their being switched on upon leaving the insurance location – i.e. the equipment must duly operate when danger occurs.

236. The policyholder shall check the battery or other power supply element of the alarm system pursuant to the instructions of the manufacturer or seller.

237. The keypad of the alarm must be in such a place that unauthorised persons cannot observe its exploitation.

REQUIREMENTS FOR CONSTRUCTION WORKS

238. In cases foreseen with legal acts a building permit or a written consent of the local municipality government must be available for construction works.

239. If the building is completed, an authorisation for use must be obtained for it, except if the authorisation for use is not obligatory.

240. If the policyholder wishes that the damages caused by construction work would not be excluded, the person carrying out the construction work must be registered in the register of economic activities during the performance of the construction work (see also articles 171–178).

KEEPING MOVABLES OUTSIDE A BUILDING, ON THE BALCONY OR TERRACE LOCATED ON THE GROUND FLOOR (SHALL BE APPLIED IN CASE OF THE SUPER PACKAGE)

241. The movables located outside a building, on the balcony or terrace located on the ground floor must not be left unsupervised for a long period of time.

242. Upon leaving the insurance location or during nightfall the movables which have been taken outside, to the balcony or terrace located on the ground floor must be taken into a lockable building (e.g. inside a building or a shed).

243. The obligations indicated in articles 241 and 242 shall not be applicable to the garden furniture (benches, tables, etc.) and smoke and barbecue stove.

244. If the bicycle, scooter, stroller or wheelchair is left unsupervised outside one's own yard (i.e. the plot of land where the insured building is located), the bicycle or scooter must be taken to a lockable building (e.g. a shed) or locked with a bicycle lock.

KEEPING REMOVABLE IN THE GREENHOUSE (SHALL BE APPLIED IN CASE OF THE SUPER PACKAGE)

245. Upon leaving the insurance location or during nightfall the movables with the value exceeding 192 EUR/3 000 EEK must be taken from the greenhouse to a lockable building (e.g. inside the building or a shed). The present requirement shall be applicable even if the greenhouse itself is lockable. The present requirement shall not be applicable for the greenhouse furnishings (e.g. plant shelves, watering systems, etc.).

Decreasing the insurance indemnity or refusing to pay insurance indemnity

246. If the policyholder or a person who the policyholder assumes responsibility for has infringed the insurance contract (including the safety requirements), the insurer has the right to decrease the indemnity or to refuse to indemnify, unless otherwise prescribed by legislation or the terms of the insurance contract.

Calculation of the insurance indemnity

247. Insurance indemnity is the part of the amount of loss, which shall be indemnified by the insurer.
248. The sum insured shall not decrease upon payment of the insurance indemnity.

Calculating the insurance indemnity of a building, ground structures, small buildings (less than 4m²) and interior decoration of apartment

RESTORATION COSTS, DEMOLITION COSTS

249. The amount of loss is the sum of money needed for bringing the insurance object into a state similar to the one prior to the insured event. The insurer shall not be obliged to indemnify the value of the preserved part of the insurance object.
250. Upon the damage to or destruction of the building the amount of loss shall be the expenses necessary for restoring the building, as well as the expenses of demolition of the remains of the building and collection of the debris.

ADDITIONAL COSTS PURSUANT TO REQUIREMENTS PRESCRIBED BY LEGISLATION

251. Additional costs necessary for restoring the insurance object arising from requirements prescribed by legislation shall be included in the amount of loss.
Example: A building had asbestos cement roof. The building is destroyed in fire. Due to the heritage conservation rules it is not allowed to install new asbestos cement roof, stone roof is foreseen for the building. The insurer shall compensate the cost of building the stone roof.
252. The insurer shall not be obliged to indemnify the loss with regard to such ancillary costs, which the policyholder should have incurred notwithstanding the occurrence of the insured event (for example, bringing the insurance object in accordance with the requirements of environmental protection, detailed plan, heritage conservation, or adhering other requirements set by the government or the local government).

PROJECT DESIGN COSTS

253. The project design costs are costs for obtaining the building permit and authorisation for use (including state fees, costs for compiling the project design, etc.).
254. The project design costs are indemnified only if the building had a valid authorisation for use immediately before the occurrence of the insurance event or if a legal act foresees that the insurance object does not need an authorisation for use.
255. If the insurance object had no valid authorisation for use foreseen with a legal act immediately before the occurrence of the insurance event, the project design costs are not indemnified.
256. The insurer shall not be obliged to indemnify costs for designing a building differing from the building that was damaged or destroyed (extensions, additional floor, change in the outside solution, etc.). Calculation of the insurance indemnity shall be based on the costs for project design of the damaged or destroyed building.

APPLICATION OF UNDER-INSURANCE

257. If the sum insured indicated in the insurance policy is lower than the insurance value, the provisions of under-insurance shall be applied by multiplying the amount of loss with the quotient of the sum insured and the insurable value of the insurance object.
Example: The sum insured for the building is 50 000 EUR; the deductible is 200 EUR. The insurable value (the reinstatement value) is 100 000 EUR. This is the case of under-insurance. The amount of loss is 10 000 EUR. The amount of the insurance indemnity is $(10\,000 \times 50\,000 : 100\,000) - 200 = 4800$ EUR.
258. NB! In case if the sum insured indicated in the insurance policy is equal to the insurance value indicated on the insurance policy under-insurance shall not be applicable. If the data submitted by the policyholder is not correct and the sum insured is therefore smaller than the actual insurance value, the insurer has the right to apply the provisions of under-insurance.

APPLICATION OF THE SUM INSURED

259. If the amount of loss calculated on the basis of articles 249–258 exceeds the sum insured, the amount of loss shall be considered equal to the sum insured.

APPLICATION OF THE DEDUCTIBLE

260. The amount of the insurance indemnity shall be the difference between the amount of loss calculated on the basis of articles 249–259 and the deductible.
261. If several insurance objects insured with the same insurance contract or indicated on the same insurance policy

were destroyed or damaged due to an insurance event that occurred simultaneously in the same location, one of the highest deductibles shall be applied.

Example: The same fire destroys both the building and the home property inside the building. The deductible for the building is 1000 EUR. The deductible for the home property is 200 EUR. When calculating the insurance indemnity the deductible 1000 EUR (not 200 + 1000 EUR) shall be applied.

262. If application of the deductible separately by the insurance objects is more favourable for the policyholder, the more favourable solution shall be used for the policyholder.

Example: The same fire destroys both the building and the home property. The deductible for the building is 1000 EUR. The deductible for the home property is 200 EUR. The amount of loss of the building is 200 EUR, the amount of loss of the home property is 500 EUR. If one of the biggest deductibles (1000 EUR) would be applied, the loss would not be indemnified (500 + 200 < 1000). Therefore the deductibles are applied separately: the damages of the building will not be indemnified because they are smaller the deductible of the building. 500 – 200 = 300 EUR is indemnified for home property.

WITHHOLDING INSURANCE PREMIUMS

263. The insurer has the right to withhold from the insurance indemnity payable the insurance premiums, which have been unpaid until the end of the period of insurance.

Calculating the insurance indemnity for the home property

264. Upon determining the insurance indemnity for the home property no provisions of under-insurance shall be applied.

DETERMINING THE AMOUNT OF LOSS

265. The amount of loss is the sum of money needed for reacquisition of the insurance object or bringing it into a state similar to the one prior to the insured event.

THE ITEM CAN BE REPAIRED

266. If the item can be repaired and doing so is economically reasonable, the amount of loss shall be determined on the basis of the necessary repair expenditure (including necessary and reasonable cost of transport) taking no account of the age of the item.

THE ITEM CANNOT BE REPAIRED

267. In the case of damage to the item to such an extent that it cannot be repaired or doing so would not be economically reasonable, or in the case of theft or robbery the amount of loss shall be calculated according to the articles 268–271.

268. For the items of the age of five years and less not listed in the table, the amount of loss shall be the reacquisition cost of the item. For the items of the age of over five years the amount of loss shall be the market value of the item.

269. For motor vehicles, agricultural machines and their couplings, works of visual art (paintings, graphic arts, sculptures, etc.), objects of antique value, weapons, collections, jewellery and other articles of value the amount of loss shall always be the market value of those items.

270. The amount of loss for the items listed on the table is the percentage corresponding the age of the item of the sum of money needed for the obtainment of a brand new item.

THE AGE OF THE ITEM IN YEARS	0	1	2	3	4	5	6	7	8	9	OVER 9
Furniture, carpets	100	100	90	80	70	60	50	40	40	40	40
Electronics (radio, television, communication and video equipment)	100	100	90	80	70	60	50	40	30	20	20
Optic devices (photo, film and other equipment with additional equipment)											
Bicycles and other vehicles, spare parts and details of vehicles											
Home and kitchen appliances and other equipment											
Work benches, tools											
Footwear, clothes, furs	100	100	70	50	30	20	20	20	20	20	20
Watches, glasses											
Sporting equipment											
Hardware of personal computers and laptops											

271. The age of the item shall be calculated in full years (notwithstanding in which month the item was manufactured or acquired). The age of the item shall be calculated as follows: the year of the moment of calculating the age minus the year of manufacturing the item.

Example: A fire destroyed a sofa manufactured five years ago. The price of a brand new sofa, which is of the same type, has the same characteristics and belongs to the same price range, is 500 EUR. In the table the percentage corresponding to the age of the sofa is 60% of the sum of money needed for the obtainment of a brand new item. The amount of loss is: $500 \times 60\% = 300$ EUR.

APPLICATION OF THE SUM INSURED

272. If the amount of loss for an item listed separately exceeds the sum insured for that item, the amount of loss shall be considered equal to the sum insured

273. If the home property has been insured in aggregate and the amount of loss for items belonging in one group of items exceeds the sum insured for that group of items, the amount of loss shall be considered equal to the sum insured for that group of items.

APPLICATION OF THE DEDUCTIBLE

274. The sum of the insurance indemnity shall be the difference between the amount of loss calculated on the basis of these insurance conditions and the deductible.

275. If several insurance objects insured with the same insurance contract or indicated on the same insurance policy were destroyed or damaged due to an insurance event that occurred simultaneously in the same location, one of the highest deductibles shall be applied. If application of the deductible separately by the insurance objects is more favourable for the policyholder, the more favourable solution shall be used for the policyholder.

WITHHOLDING INSURANCE PREMIUMS

276. The insurer has the right to withhold from the insurance indemnity payable the insurance premiums, which have been unpaid until the end of the period of insurance.

Ways of indemnifying the loss

277. The insured is entitled to getting and controlling the indemnity in the amount arising from their right of ownership and contracts (such as insurance contracts, contracts of pledge) concluded for the property insured.

278. In the event of an insurance event the insurer shall pay financial indemnity according to these insurance conditions. The insurer shall not be obliged to carry out construction or repair works or organise restoration or replacement of the insurance object.

INDEMNIFICATION OF THE DAMAGES OF A BUILDING, STRUCTURE OR INTERIOR DECORATION OF AN APARTMENT, ADVANCE INDEMNITY

279. Under these insurance conditions an insurance indemnity is paid for the insurance event occurred to the building, structure or interior decoration of an apartment if the insurance object is restored at the insurance location.

280. If the insurance object is not restored at the insurance location, the insurer shall pay only the advance indemnity but the insurer shall not be obliged to pay indemnity to the extent exceeding the advance indemnity.

281. The sum of the advance indemnity shall be decreasing of the market value of the immovable the part of which the insurance object is, as a result of an insurance event, but not more than the insurance indemnity calculated on the basis of these insurance conditions.

Example: The sum insured of the building is 60 000 EUR. The indemnity calculated on the basis of these insurance conditions is 30 000 EUR. The market value of the immovable immediately before the occurrence of the insurance event is 60 000 EUR. The market value of the immovable after the occurrence of the insurance event is 50 000 EUR. The size of the advance indemnity is $(60\ 000 - 50\ 000)$ 10 000 EUR. The insurer shall pay first the advance indemnity 10 000 EUR. The rest of the indemnity (20 000 EUR) is paid upon restoration of the building.

282. Determining the advance indemnity shall not take into account other circumstances decreasing the market value of the immovable than the insurance event (e.g. natural change in the market price, encumbering the immovable after the insurance event, etc.).

283. The insurance indemnity in the part exceeding the advance indemnity shall be paid according to the actual restoration costs which are made during two years from the payment of the advance indemnity, provided that the advance indemnity is used for its intended purpose for the restoration of the insurance object.

ANNEX 1.

Insuring the legal share of a building

LEGAL SHARE OF A BUILDING

284. A legal share of a building, ground structure and a small building (less than 4m²) in common ownership can be an insurance object.
285. Upon insuring a legal share only the co-owner indicated in the insurance policy shall be the insured. The co-owners not indicated in the insurance policy shall not be insured and they are not entitled to the insurance indemnity.
286. The insurable value of a legal share is a part corresponding to the size of the legal share of the co-owner of the insurable value of the building (as a whole).
- Example: The size of the legal share of the co-owner is 25%. The insurable value of the building as a whole is 60 000 EUR. The insurable value of the legal share of the co-owner is 15 000 EUR.

CALCULATING THE AMOUNT OF LOSS FOR THE LEGAL SHARE OF A BUILDING

287. The amount of loss is the share corresponding to the legal share of the co-owner of the loss occurred.
- Example: Strong wind (over 21 m/sec) destroys the roof of the building in common ownership. The cost of restoring the whole roof is 8000 EUR. The size of the legal share of the insured co-owner is 25%. The amount of loss is 25% of the loss, i.e. 2000 EUR.
288. The above principle shall be applied notwithstanding whose use the destroyed or damaged share of the common ownership was in and who actually incurred the cost of removing the loss.
289. The terms set forth in articles 284–288 (insuring the legal share of a building) shall not apply when insuring the interior decoration of an apartment located in a building, which is in common ownership as a whole.

INSURING THE INTERIOR DECORATION OF AN APARTMENT LOCATED IN A BUILDING WHICH IS IN COMMON OWNERSHIP AS A WHOLE

290. The interior decoration of an apartment can also be insured if the apartment is located in a building, which is in common ownership as a whole. In a building, which is in common ownership as a whole, rooms (apartments) are used on the basis of an arrangement between co-owners and no apartment ownerships have been formed.
291. Upon insuring interior decoration of an apartment located in a building in common ownership as a whole, the interior decoration of the apartment indicated in the insurance policy shall be the insurance object.
292. Upon insuring interior decoration of an apartment located in a building in common ownership as a whole, the insurable value of interior decoration shall be the reinstatement value of the interior decoration located in the apartment indicated in the insurance policy.
293. Upon insuring interior decoration of an apartment located in a building in common ownership as a whole only the co-owner indicated in the insurance policy shall be the insured. The co-owners not indicated in the insurance policy shall not be insured and they are not entitled to the insurance indemnity.

CALCULATING THE AMOUNT OF LOSS FOR THE INTERIOR DECORATION OF A BUILDING IN COMMON OWNERSHIP AS A WHOLE

294. The amount of loss of the interior decoration of a building in common ownership as a whole shall be the sum of money necessary for restoring the interior decoration.
- Example: The interior decoration of an apartment located in a building in a common ownership as a whole is damaged due to a fire. The sum of money needed for restoring the interior decoration of the apartment in the use of the insured (the insurance location) is 2000 EUR. The deductible indicated in the insurance policy is 500 EUR. 1500 EUR is indemnified to the co-owner indicated in the insurance policy.

ANNEX 2.

Table of sums insured indicated in the insurance conditions

The table shows a short overview of the sums insured determined in the insurance conditions with references to the articles under which the sum insured has been established.

The sums insured determined in the insurance conditions shall be applied in addition to the sums insured indicated in the insurance policy.

Object or insurance cover	Sum insured	Reference to the article of insurance conditions
Ground structures, small buildings	10% of the total of sums insured of the buildings located at the same insurance location and indicated on the same insurance policy.	24
The rent cost of the replacement housing in total	3196 EUR/50 000 EEK	142
The rent cost of the replacement housing for one calendar month	640 EUR/10 000 EEK	142
Travel interruption	1279 EUR/20 000 EEK	154
Loss or theft of a bank card	640 EUR/10 000 EEK	163
Burglary of the storage room of an apartment building	640 EUR/10 000 EEK	165
Theft, robbery or vandalism in the greenhouse, one's own yard, on terrace and balcony	640 EUR/10 000 EEK	167
Theft, robbery or vandalism of a bicycle, scooter, stroller or wheelchair in Estonia	640 EUR/10 000 EEK	170

