



General insurance conditions

TG-20211



Call us 777 1211 or see more if.ee

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NB! This is an unofficial text. In case of the dispute the Estonian wording shall prevail.

You can find If's General Insurance Conditions outlined below. These include an overview of the concepts that are used in insurance contracts, as well as the general principles of insurance.

Please take your time and read through the terms of insurance. If after reading anything remains unclear, please call the If insurance telephone or send us an e-mail.

We would be pleased answer any of your questions.

Terms of use

1. "General Insurance Conditions" are used in all insurance contracts that are issued by If P&C Insurance AS (hereinafter referred to as If), if they are referred to.
2. The insurance contract consists of the policy itself, the insurance conditions, and any other documents that are referred to in the insurance contract. The rights and obligations included in various documents are mutual and non-exclusive.
3. Any previous expressions of will, deeds or agreements between If and the policyholder shall not be considered as a part of the insurance contract.
4. In case of disputes, the Estonian version of the insurance contract will prevail. The information about the insurance contract shall be provided in Estonian, in case of an agreement of the parties, also in another language.

Definitions

5. **The policyholder** is an individual who has concluded an insurance contract with If.
6. **The insured** is a person who is the owner of the insured object, or whose life or health or legal liability is insured. The insured has the right to obtain indemnity, unless legislation or the insurance contract provides otherwise.
7. **The beneficiary** is a third party determined by the insurance contract who is entitled to indemnity under the terms of an insurance contract.
8. **The period of insurance** is the validity period for the insurance policy, unless provided otherwise in the insurance contract.
9. **The insurance location** is the address where the insurance is valid.
10. **The insurance validity area** is the area in which the insurance policy is valid.
11. **An insurance event** is any unexpected and unforeseen event that is described in the insurance documents.
12. **A loss case** is any event which causes a loss.
13. **The deductible** is an amount of money or another value (such as a percentage of a loss, a certain time period, etc.) which is determined by the insurance contract, and which reduces the indemnity that is payable by If.
14. **An indemnity or insurance indemnity** is an amount of money that is to be paid in the occurrence of an insurance event in which the resulting loss is to be indemnified. The insurance indemnity may be non-financial (such as the replacement of the item or object that has been insured).

Insurance contract. Policy

15. Upon signing the contract, the policyholder must inform If of any facts which may affect the terms and conditions of the insurance contract or If's decision to accept the contract.
An insurance contract is based upon the information and the insurance interest that is provided by the policyholder.
16. If issues a policy which is If's offer for conclusion of an insurance contract.
 - 16.1. If the contract is concluded via If's electronic site of conclusion and administration of the insurance contracts (hereinafter as 'Self-service'), the information about the insurance contract (offer) shall be displayed to the policyholder in the Self-service. The offer in Self-service shall be valid during the session of the Self-service. In order to accept the Self-service insurance contract, the insurance premium of the first installment set forth by the payment schedule must be paid during the Self-service session.
17. The policyholder agrees to the insurance contract by making the first payment within the time limits specified in the policy, or by signing the policy, in cases in which the policyholder's signature on the policy form is prescribed. The contract shall be in force by the receipt of the insurance premium, but not before the first day of the insurance period. The insurance cover is not valid before the enforcement of the contract.

- 17.1. The costs of the use of communication services (internet, phone etc) are not included into the insurance premium and these will be paid by the policyholder according to the contract concluded with the communication service provider.
- 17.2. According to the value added tax act, the insurance service is exempt from the value added tax.
18. If the policyholder's signature is not foreseen on the policy form, the policyholder does not need to sign it to accept the policy; it is sufficient to pay the first premium.
19. The conclusion of the insurance contract and the exact conditions of its validity are stated in the policy.
20. If has the right to issue a copy of the policy to the insured party, beneficiary and mortgagee of the insurance object. If the insured object has been encumbered with a mortgage or belongs to a lessor, If will, if possible, forward to the mortgagee or the lessor respectively the data concerning the insurance cover of the insurance object in the amount, which is necessary for the fulfilment of the loan recipient's or lessee's obligation to forward the information about the content and existence of the insurance cover to the mortgagee (lender) or lessor respectively.

Persons for whom the policyholder is responsible

21. If the policyholder is an individual, then that person is responsible for the following other persons:
- 21.1. the insured;
 - 21.2. people living together in a household along with the insured;
 - 21.3. the legal possessor or user of the item or object that is insured.
22. If the policyholder is a legal entity, then that person is responsible for the following other persons:
- 22.1. the insured;
 - 22.2. the legal possessor or user of the item or object that is insured.
 - 22.3. anyone who must follow safety rules under their employment contract or any other form of legal relationship.
23. The policyholder must clarify the rights and obligations of the insurance contract to any persons for whom the policyholder bears responsibility.
24. If persons for whom the policyholder bears responsibility do not fulfil the requirements of the insurance contract, this shall be classed as a breach of contract by the policyholder himself.

General safety requirements

25. The policyholder must act prudently and with reasonable care to prevent any damage from occurring.
26. The policyholder must comply with all laws, regulations, instructions, precepts, etc., which contain instructions to ensure safety, prevent the loss, or mitigate the potential loss.
27. If has the right to verify the application of safety requirements and other factors that are related to the subject of the insurance policy, and to obtain information from the policyholder and other persons about the aforementioned requirements.
28. If has the right to implement additional safety requirements. The policyholder has the right to cancel the insurance contract within 10 days of the receipt of the additional safety requirements. If the policyholder has not cancelled the insurance contract, the additional safety requirements shall be considered as a part of the insurance contract.
29. If 31 days have passed since the additional safety requirements were announced and they have not been implemented by this time, If has the right to cancel the insurance contract, notifying the policyholder 31 days in advance.

Action to be taken following a loss event

30. In case of a loss event, the policyholder must act in accordance with the law.
31. The policyholder must immediately report a loss event to If. Depending on the circumstances of the case, the policyholder must also immediately notify the police or rescue service.
32. The policyholder must implement measures to limit the damage.
33. After any loss event, the policyholder may take any measure that is necessary in terms of the public interest or which is required to prevent any increase in the damage caused by the loss event. Other action which may affect the cause of the loss or its quantity can be carried out only with the consent of If.
34. In the case of a loss event, the policyholder must provide information that is both accurate and complete, supplying it to If where it regards the circumstances of the case, the amount of damage that has resulted, and the potentially responsible parties.
35. The policyholder must provide access to the scene of the loss event to If and make possible a review of the damaged property and interviews with persons for whom the policyholder is liable.
36. The policyholder must submit to If any and all documents and written statements that are required, as well as answering any questions by If, and participate in a review of the scene of the loss event or of the damaged property in case such measures are required by If.

Breach of insurance contract

37. In case there is any delay in indemnification by If, the fine for delay will be paid by If in accordance with the Law of Obligations Act.
38. If has the right to refuse to indemnify or to reduce the amount of indemnity in cases in which the policyholder has breached the insurance contract and that breach has influenced the reason for the loss event, the value of the loss, or the investigation of the loss event details.
39. If is entitled to recall the indemnity (partly or in total) in cases in which the facts behind any violation of the insurance contract became evident only after payment of the insurance indemnity was made.
40. The beneficiary is not entitled to compensation if the loss event due to the beneficiary's own actions.

Delay in the second or subsequent insurance payment

41. If can provide additional time to complete the payment if the second or subsequent insurance premium is delayed. However, If has no obligation to provide compensation for damage that occurs during any such extension of the payment period.
42. The insurance cover will be restored on the day following the payment, if the payment was made within 31 day from the additional time given.

Insurance indemnity

43. In cases in which If pays compensation with money, the recipient must provide If with the number of their bank account.
44. In cases in which indemnity depends on the circumstances revealed in court or during pre-trial proceedings, If has the right to make the decision to pay or to refuse to pay the indemnity until the suspension or conclusion of the trial.
45. In cases which involve indemnity, If has the right to demand the remains of a property or its substitute, or the right for the property to be collected by If. Until the moment of transfer, If has the right to suspend the payment of indemnity or to reduce the amount of indemnity to be paid by the market value of the property or its substitute.
46. The policyholder must immediately notify If, if the insured property was found.
47. If has the right to decide whether the property or asset should be restored, replaced by an equivalent asset, or whether the indemnity should be provided in financial form.
48. In the case of asset replacement or restoration being selected, If has the right to determine the method of replacement or restoration, and the person who should handle this work.
49. In cases in which the person who is entitled to receive the insurance indemnity has the right to reclaim or offset VAT, If bases the calculation of the indemnity on the sum excluding VAT.
50. If has the right to add the value of any previously unpaid insurance premiums to the insurance indemnity, regardless of the date upon which the payment is due. If retains this right even if the beneficiary is not the policyholder themselves.

General exclusions

51. If will not issue reimbursement if any of the following points applies:
 - 51.1. if the insurance event was caused by a nuclear weapon, nuclear energy or radioactivity;
 - 51.2. if the insurance event was caused by war or a warlike situation, rebellion or mass disorder;
 - 51.3. if the insurance event was caused by a strike or walkout;
 - 51.4. if the damage was caused by the expropriation of assets;
 - 51.5. if the insurance event was caused by intent or by the gross negligence of the policyholder or the person for whom the policyholder is responsible;
 - 51.6. if in regards to the insurance event the policyholder, or the person for whom the policyholder is responsible, was responsible for committing an act which bears all the marks of being an intentional crime or was concealing such an act;
 - 51.7. if the policyholder, the beneficiary or the person for whom the policyholder is responsible provided If with incorrect information during the damage assessment process;
 - 51.8. if compensation for the damage was provided by another party.

Communicable diseases

52. If does not compensate any loss, which is directly or indirectly caused by a communicable disease or which occurrence or amount has been contributed by a communicable disease or actual or alleged threat of a communicable disease or the fear of it.
53. This exclusion shall be applied to all claims, losses and costs, irrespective of the other conditions of the insurance contract, except in cases set forth in the next point. In case of a contradiction of this exclusion and other conditions of the insurance contract, this exclusion shall be applied, except in cases set forth in the next point.

54. This exclusion shall not be applied in health insurance, recreational craft insurance and cargo insurance, where the exclusions provided in the health insurance, recreational craft insurance or cargo insurance conditions shall be applied to the claims, losses and costs related to communicable diseases.
55. For the meaning of this exclusion the property cleaning costs, costs of disinfection, removal or replacement, monitoring of the infection threat or source and testing shall be inter alia considered as the "loss".
56. As a deviation from the point 52, If will compensate, in cases and in amount set forth by the insurance contract, the physical loss to the insured object, which is directly caused by the insurance event set forth by the insurance contract, incl. in case, where the occurrence or enlargement of the aforementioned loss was contributed by a communicable disease or actual or alleged threat of a communicable disease or a fear of it.
- 56.1. In the meaning of this point, the physical loss shall be considered as destruction or damage of the Insurance object due to the reason set forth by the Insurance contract (f.g. fire).
- 56.2. Becoming permanently or temporarily unusable because of the infectious agent of the communicable disease, limitation or prohibition of the use of the insurance object, limitation of the access to the insurance object, actual or alleged contamination or contact with the infectious agent of the communicable disease shall not be considered as the physical loss.

Terrorism

57. Terrorism is any act that includes violence and which meets the following points:
- 57.1. one which has been committed by one person or a group of people, whether acting independently or in connection with any organisation
- 57.2. and this action has a political, religious or ideological purpose, including the goal of influencing the government or generating public fear for political, religious or ideological purposes.
58. If does not provide compensation for damage caused by terrorism.
59. If does not provide compensation for damage caused by terrorism prevention measures (including the suspension of traffic, additional checks, restrictions on the transportation of items, etc).

Limitations related to international sanctions

60. All of the risks against which insurance has become inconsistent or which is in conflict with restrictions, prohibitions or sanctions imposed by the United Nations, the European Union, the United Kingdom of Great Britain and Northern Ireland or the United States, are excluded from the insurance coverage starting from the day upon which the aforementioned restrictions, prohibitions or penalties become applicable to the insurance contract.
61. In cases in which any sanctions that have been imposed by the United Nations, the European Union the United Kingdom of Great Britain and Northern Ireland or the United States directly or indirectly hinder the provision of insurance services based on the respective insurance contract, If has the right to cancel the contract by sending written notice to the policyholder. The insurance contract shall be deemed to have been cancelled fourteen days after the date of the receipt of the cancellation note by the policyholder. In cases involving communication failure, the cancellation note shall be deemed to have been delivered to the policyholder whether or not the message has actually been sent or whether there was even an attempt to send such a message.

Messaging

62. The policyholder shall send notes to If by post, email, or via If's Self-service. The policyholder is entitled to demand a copy of a policy and any declaration of will made by her/him in writing or in format enabling the reproduction in writing.
63. If sends its messages to the policyholder, the insured party, or the beneficiary by post, email, or by text message. In order to send any correspondence, If uses the postal or email address or phone number which is shown on the policy, or which is included on a relevant personal website or other sources that have been made known to If.
64. If considers any email sent from a specific email address to have been sent by that addresses' owner, whether the email address is specified in the insurance documents, on a personal website, or in any other sources that have been made known to If.

If's obligation to notify the policyholder

65. In case If should change its name or legal form of existence during the insurance period, as well as its address or the address of an insurance supervisory body, the policyholder will be notified via If's website or by any means of mass media.

The policyholder's obligation to notify If

66. The policyholder must immediately notify If of any increase in risk to the insurance item or object, or transfer of the insured object (whether by means of selling it, providing it as a gift, or any other means of transferring ownership), also about the encumbrance of the insured object with the mortgage, deletion of the mortgage or transfer of the mortgage to the owner of the insured object.

67. In cases in which the information already presented to If turns out to be wrong or incomplete, or the circumstances that are related to the insured item or object have changed significantly, the policyholder must notify If as soon as possible. In cases involving property insurance the following details should be reported: any change in the way in which the property is used, any new owners, any bankruptcy proceedings that are initiated against the owner, any property seizure or ban, and any enforcement that is related to the insured object. In cases involving life or health insurance the following details should be reported: a change of employment position for the insured person or their becoming unemployed. If has the right to base the following insurance contracts on information that has been provided to it in regard to the insurance object and any risks that are related to it.

Amendments to the insurance contract

68. If the policyholder wishes to change the insurance contract then they must contact If by telephone, post, email, or via If's Self-service. The insurance contract is deemed to have been changed if the policy containing any changes or a note regarding any such revision has been issued by If. If the change requires the payment of an additional fee, any amendment will enter into force only if such a fee has been paid.

Insurance contract expiration and termination

69. The insurance contract ends on the last day of its validity. Separate contract is in force for each insurance period.
70. The insurance contract can be terminated in cases that are specified by law or by the insurance contract.
71. A total of thirty-one (31) days from the date upon which If reached a decision regarding the payment or refusal of indemnity, both policyholder and If can terminate the insurance contract by providing 31 days' notice.
72. If the policyholder wishes to terminate the insurance contract then they must contact If by telephone, post, email, or via If's Self-service. With If's consent the policyholder may confirm their wish to terminate the contract by phone.

Right of withdrawal

73. The consumer is entitled to withdraw from the contract concluded via Self-service within 14 days calculated from the day of conclusion of the contract, by sending the application of withdrawal to If via If's Self-service or by e-mail to address info@if.ee or by mail to address Lõotsa 8a, Tallinn 11415.
74. The policyholder's bank account number, where the returnable share of the insurance premium will be transferred, must be noted in the withdrawal application. If is entitled to deduct the insurance premium for the insurance risk covered during the time until the presentation of the withdrawal application, from the returnable share of the insurance premium.

Financial supervision, solving disputes, applicable law

75. The Policyholder is entitled to present a complaint against If to the Finantsinspektsioon (Financial Supervisory Authority) to the address Sakala Str 4, 15030 Tallinn. The disputes related to the contract shall be solved primarily by the negotiations. In order to solve the dispute out-of-court it is possible to present an application to the Insurance Conciliation Board (phone 667 1800; e-mail lepitus@eksl.ee, postal address Mustamäe tee 46, Tallinn 10612), where the conciliation proceedings are free of charge. The procedure rules of the Conciliation Board are available at www.eksl.ee. The claim resulting from the insurance contract must at first be presented to If via If's Self-service, by mail to address Lõotsa 8a, 11415 Tallinn or info@if.ee. If no agreement is reached, the dispute shall be solved in court according to the Estonian code of civil procedure. The Estonian law shall be applied to the contract.