Terms and Conditions of Motor Own Damage Insurance
The Terms and Conditions of Motor Own Damage Insurance of Swedbank P&C Insurance AS are effective from 1 October 2016.

This is a translation. In case of a dispute, the Estonian terms and conditions are valid.

The Terms and Conditions of Motor Own Damage Insurance of Swedbank P&C Insurance AS determine the extent of the motor own damage insurance cover and explain the principles of indemnification.

Principles of Swedbank P&C Insurance AS

- We trust you when we enter into a contract or when we pay you indemnities.
- If a passenger vehicle or van with a maximum permissible mass of 3.5 tons is stolen or destroyed, we indemnify the agreed value of the vehicle noted on the policy or the market value of the vehicle if it is higher than the value noted on the policy.
- We use new original spare parts when repairing vehicles up to five years old.
- The amount of insurance premium does not depend on the number of instalments.
- We will refund your money if you wish to withdraw from the contract within 14 days of entry into the contract.

Sales and Service

Customer service Helpline: 888 1513
varakindlustus@swedbank.ee
www.swedbank.ee
Liivalaia 12, 15039 Tallinn

Claims handling

Reporting a damage
www.swedbank.ee/kindlustus
Claims Handling Helpline: 888 2111 (24 h)
kahjuabi@swedbank.ee
Definition of insurance terms

Certain terms are used throughout the insurance terms and conditions, and we have explained their meaning to you.

**We** means the **insurer**, i.e. Swedbank P&C Insurance AS.

**You** means the **policyholder**, i.e. the person specified as the policyholder in the policy. The person equated with you is the authorised user of the insured item, i.e. the person who uses the insured object with the owner's permission.

**Sum insured** means the biggest possible amount of money to the extent of which we will indemnify the loss caused by a single insured event.

**Insured event** means the event specified in the insurance contract, the occurrence of which brings about our obligation to pay the indemnity.

**Insurance indemnity** means compensation of the material damages you have suffered as a result of an insured event.

**Excess** means the amount you must cover in the case of each insured event. Excess is specified in the policy. Excess may be determined as a fixed amount of money or as a percentage of the loss amount subject to indemnification.

**Total loss** means that the vehicle was damaged to such an extent that the cost of repairing it exceeds 70% (or less if we decide so) of the sum insured of the vehicle, repairs are not justified in terms of driving safety or the vehicle was stolen.

**Area of use** means the purpose for which the vehicle is used and which is noted in the policy. A vehicle is in normal use, unless it is used as a taxi, a public transport vehicle, a short-term rental vehicle (the term of the rental agreement is less than six months), a vehicle for driving practice or an emergency vehicle (incl. the patrol vehicle of a security company).

Motor Own Damage Insurance Contract

The documents of a motor own damage insurance contract are the following:

- the Terms and Conditions of Motor Own Damage Insurance of Swedbank P&C AS, which determine the extent of motor own damage insurance cover;
- the insurance policy, which contains the data of the motor own damage insurance contract and other important terms and conditions.

Your obligation when entering into a contract

We need information about the following important circumstances before the motor own damage insurance contract is entered into:

- details of the vehicle;
- existing damage to the vehicle (photos);
- area of use of the vehicle.

We assume that the information you have provided is true and accurate. If you have intentionally submitted false data to us, we may, proceeding from the insurance contract, reduce the insurance indemnity, refuse to pay out the indemnity or withdraw from the insurance contract. Please notify us immediately if the data you have given us changes during the insurance period.

Insured item and sum insured

**Insured item** means the vehicle and its accessories. Personal belongings are also included in the insured object in the case of elite motor own damage insurance.

**Vehicle** means the motor vehicle (e.g. a passenger car, lorry, trailer or tractor) specified in the policy, which is registered or subject to registration in the Republic of Estonia, and the items permanently attached to the vehicle (e.g. audio equipment, wheel rims, additional lights).

**Accessories** means the items attached to the vehicle at the moment of the insured event: a light trailer without cargo (maximum weight 750 kg), roof rack or -box, bike or ski rack, child’s safety cot or safety seat, removable GPS equipment and plate number. An extra set of tyres or wheel rims kept in a locked place are also insured as accessories.

**Glass** means the windows of the vehicle, incl. roof hatch and panoramic sunroofs, and the glass on the external mirrors.

**Agreed value** means the price of the vehicle specified in the policy, which decreases 1% per month during the insurance period. The agreed value of a vehicle with a maximum permissible mass of 3.5 tons will not decrease during the first year following the initial registration of the vehicle.

**Market value** means the ordinary sales price of the vehicle immediately before a loss event.
The **sum insured** of a vehicle of up to 3.5 tons is its agreed value or the market value if the latter exceeds the agreed value. In the case of total loss, we will add the cost of reacquisition of the accessories installed on the vehicle to the sum insured if the accessories were damaged as a result of the insured event. The sum insured includes VAT unless otherwise specified in the policy. The sum insured of a vehicle weighing more than 3.5 tons is its agreed value.

**What does the insurance cover?**

Our goal is to provide you with exactly the kind of insurance cover you need.

You can choose one of two insurance packages: Standard Motor Own Damage Insurance and Elite Motor Own Damage Insurance. Your choice is specified in the policy. You can also purchase replacement car cover as an extra for your chosen package.

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**Standard Motor Own Damage Insurance**

**All-risks insurance**

Insured event means any sudden and unexpected event, such as a fire, traffic accident, vandalism, natural disaster, theft or robbery, which results in the insured object getting damaged or destroyed. The following events are not insured events:

- an act against property if possession of the vehicle, its keys or alarm remote controls were voluntarily handed over;
  
  **Exception.** We indemnify the loss if the vehicle keys were handed over to a service (e.g. repairs and maintenance, parking, car wash) provider.

- a traffic accident if the person who drove the vehicle did not have the right to drive a vehicle of the respective category;

- a traffic accident if the vehicle was driven by a person under the influence of alcohol or drugs.

The level of alcohol intoxication at the moment the loss occurs may not exceed the limit permitted in the country where the loss occurred. The driver is presumed to have been under the influence of alcohol or drugs if they:

- refused to be tested for alcohol or drug intoxication;
- obstructed such testing;
- consumed alcohol or drugs at the scene of the event before the circumstances of the traffic accident were clarified;

- the vehicle or its parts were worn or corroded;
- internal faults of the insured object;

  **Exception.** We indemnify the loss caused by external events or self-combustion.

- an event caused by the use of the vehicle in motor sports competitions, training or tests (incl. in amateur competitions and any unofficial competitions);

- the vehicle sinking though ice outside an ice road opened for public traffic;

- war or political armed conflict, rebellion, mass riot, strike, interruption of work, terrorism, application of international sanctions or expropriation of property;

- an event caused by a nuclear weapon, nuclear fuel, nuclear energy or radioactive substance or any other source of radiation, or explosion of a nuclear or radioactive substance.

**We have the right to reduce the insurance indemnity or refuse to pay it out if:**

- you have caused the loss intentionally or as a result of gross negligence;

  **Exception:** If a driver cuts off a vehicle travelling on a main road, it will be deemed gross negligence, but the loss will be indemnified.
• you have not looked after the vehicle keys properly, e.g. left them unattended in a public place or company of people, or allowed third parties to access the keys and the vehicle was therefore stolen;
• you have left the doors, windows, roof hatch or other openings of the vehicle open or unlocked, and the vehicle was thereafter taken for unauthorised use or stolen;
• when the vehicle keys were lost or stolen, you did not have the locks changed or the immobiliser recoded, or keep the vehicle in a guarded car park or locked garage;
• you have not reported the unauthorised use or theft of your vehicle to the police;
• you have exceeded the speed limit by more than 30 km/h with your vehicle and this has had an impact on the occurrence of the loss;
• you have left the scene of the event without performing your obligation to inform the police or the Rescue Board of what happened;
• you have driven with summer tyres at a time when using winter tyres is mandatory by law, and this has contributed to the occurrence of the loss;
• the loss was caused by insufficient quantity or circulation of a liquid (incl. oil, cooling liquid) in the equipment of the vehicle;

Exception. We will indemnify for the loss if the quantity of liquid was insufficient because of a traffic accident, the loss occurred immediately after a traffic accident and, considering the circumstances, the driver did everything possible to avoid an increase in loss.
• the traffic accident was caused by the technical condition of the vehicle, which did not allow for the vehicle to be used safely in traffic and you were aware of this or it was evident beforehand;
• you have overloaded the vehicle in an impermissible manner and this had an effect on the occurrence of the loss;
• you have kept items in the vehicle or its load or attached them there in a manner that does not comply with requirements and this had an effect on the occurrence of the loss;
• you have rebuilt the vehicle in a manner that does not comply with requirements and this had an effect on the occurrence of the loss;
• you started or carried out repairs after an insured event without our consent;
• you have intentionally submitted false data to us or failed to submit necessary information concerning the details of the insurance contract and the circumstances of the insured event.

### 24-h roadside assistance

If it is impossible to start or continue using a vehicle with a maximum permissible mass of 3.5 tons, we allow you the use of the following emergency services:

- attempt to re-start the vehicle;
- in the case of a flat tyre, installation of a new tyre if you need help in changing the tyre or have no spare wheel. We will not indemnify for the cost of a tyre or spare wheel if the tyre or the wheel is not damaged as a result of the insured event;
- the costs incurred in obtaining fuel so you can drive to the nearest petrol station;
- disarming the alarm system, if necessary;
- hauling the vehicle back on the road;
- other services you need to continue driving.

In the case of a traffic accident or if providing 24-h emergency assistance at the scene of the event is not possible, we will take the vehicle to the nearest repair shop or a repair shop chosen by us, or to a guarded car park.

If a vehicle with a maximum permissible mass more than 3.5 tons has sustained damage as a consequence of a traffic accident, we will offer you the following services:

- hauling the vehicle back on the road;
- transporting the vehicle to the nearest or our chosen repair shop or guarded car park and covering the associated parking costs.

The 24-h emergency assistance limit of vehicles with a maximum permissible mass of over 3.5 tons is specified in the policy.

For ordering emergency assistance, call +372 888 1888.

If we are unable to organise emergency assistance (primarily in Russia, Ukraine, Belarus, Turkey), we will indemnify you for any reasonable and justified emergency assistance expenses you have. The indemnity is based on expense receipts.
**Elite Motor Own Damage Insurance**

In addition to the events specified under Standard Motor Own Damage Insurance, we will also indemnify you for the following expenses.

**Travel interruption**

If you are unable to continue travelling due to an insured event, technical fault of the vehicle, loss or theft of keys or damage to them, we will indemnify the driver of the vehicle and the passengers for any reasonable expenses incurred:

- on accommodation if you are more than 100 km away from your home or place of stay and it is not possible to return home immediately;
- on returning home or continuing to travel by other means of transportation.

The sum insured of travel interruption expenses is specified in the policy.

**Damage or loss of keys**

We will indemnify you for the cost of recoding your anti-theft device, ordering an extra key or changing the locks of your vehicle if the keys to or alarm remote controls of your vehicle are lost, stolen or rendered unusable as a result of an accident. The sum of excess payable in the event of loss of or damage to keys is specified in the policy.

**Damage to or theft of personal belongings**

We will indemnify you for any expenses incurred in reacquiring or repairing your personal belongings if items left in the vehicle were damaged as a result of an insured event or if items kept in a hidden place in the vehicle were stolen. We will also indemnify for the theft of bicycles and skis (incl. snowboard) that were held in a locked roof box or roof or bicycle rack attached to the vehicle. Indemnity is paid out in the case of theft if the event is registered by the police.

The sum insured and excess payable in the case of damage to or theft of personal belongings are specified in the policy.

**Transfer costs**

We will indemnify for the cost of transporting the vehicle to a repair shop and bringing it back from there. The indemnity is based on expense receipts.

The sum insured of transfer costs is specified in the policy.

**Accident insurance**

If you or a person who was in the vehicle with you (hereinafter the passenger) are injured as a result of an insured event with the vehicle and this causes your or the passenger’s temporary incapacity for work, a decrease in the extent of the capacity for work or death within one year of the occurrence of the insured event, we will pay the accident insurance indemnity.

In the case of temporary incapacity for work, we will pay a daily allowance and in the case of a decrease in the extent or absence of the capacity for work or death, we will pay the sum insured of accident insurance as a lump sum.

The daily allowance and the sum insured of accident insurance per insured event and injured person is specified in the policy.

**Daily allowance**

Temporary incapacity for work is a condition confirmed by a doctor with a certificate of incapacity for work or another written certificate, and which does not allow you or the passenger to temporarily perform your usual work duties.

We will calculate the daily allowance from the first day after the occurrence of the insured event, provided that the incapacity for work has lasted for at least 14 calendar days, and we will pay it for up to 180 days. Payment of the indemnity will end when your or your passenger’s capacity for work is restored. We will pay the daily allowance once a month.

If you or your passenger do(es) not work (e.g. child, pensioner), we will pay you the indemnity we would have paid a working person.

**One-off insurance indemnity**

If the insured event has resulted in you or the passenger losing a body part or an organ, or caused a dysfunction, and it is ascertained within one year after the occurrence of the insured event that this has reduced the extent or caused the loss of your or the passenger’s capacity for work, we will pay a one-off insurance indemnity.

The amount of the one-off insurance indemnity depends on the extent of the capacity of work ascertained after the loss of the relevant body part or organ, or the dysfunction, and the sum insured of accident insurance, and is calculated as follows.
If you or the passenger do(es) not work (e.g. child, pensioner), we will proceed from the extent of the capacity for work that would have ordinarily been ascertained in a working person in the event of such an injury.

If the insured event causes your or the passenger’s death within one year of the occurrence of the insured event, we will pay out the sum insured of accident insurance to the successors on the basis of the general procedure for succession, subtracting the amount of the indemnity for partial or lost capacity for work.

Replacement vehicle

It is possible to choose the extra cover of a replacement vehicle, which will be specified in the policy.

We will indemnify you for the expenses incurred in renting a replacement vehicle or for other travel expenses approved by us, which you incurred at the time when using your vehicle was impossible as a result of an insured event. Replacement car cover also applies in the cases where the other party to the traffic accident is at fault and the damages caused to your vehicle are indemnified under the motor third party liability insurance of the other party. We will pay the rental cost of a replacement vehicle or other travel expenses for up to 30 calendar days per insured event. The biggest indemnity we pay for one day is specified in the policy.

The additional replacement car cover does not apply to the following:

- the fuel, parking and other similar expenses (e.g. window cleaning fluid) of the replacement vehicle;
- damage caused with or to the replacement car;
- expenses incurred during the time when you did not allow for the vehicle to be repaired or after the vehicle was already repaired;
- expenses for a repair time extended at your request if the damages caused as a result of the insured event have already been eliminated;
- expenses incurred after the total loss indemnity was paid out;
- expenses if we have refused to indemnify for the loss or if the loss is smaller than the excess.

What to do in the case of an insured event

Please call the emergency number 112 if people have been injured in a traffic accident or if the parties to the traffic accident fail to agree on who caused the accident, the injured party is unknown or the insured object is destroyed or was stolen, or if there is a fire, explosion or threat of environmental pollution.

Then inform us about the event as soon as possible, or ask someone else to do it if necessary.

Contact details of Claims Handling

Telephone: 888 2111 (24 h)
kahjuabi@swedbank.ee

Please submit your insurance claim to us by filling in the form online at www.swedbank.ee/kindlustus

We will advise you on how to act at the scene of the event, receive your claim notice and instruct you on what to do next.

In the case of a possible insured event, do everything possible to reduce the damage, prevent the occurrence of further damage and ascertain the circumstances of and reasons for the possible insured event, the extent of the loss, the person who caused the loss and witnesses.

Making any changes in the damaged object, which could affect the ascertainment of the extent and causes of the loss, is prohibited without our permission until the extent of the loss and the circumstances of the loss event have been clarified. Changes may only be made to prevent the occurrence of a loss or an increase of a loss that has already occurred, or if making the changes is in the public interest. You must have any changes approved by us before you make them.

Documents required to request indemnity

It must be possible to verify the circumstances of the insured event and the extent of the damages and expenses on the basis of the insurance claim and the enclosed documents. You must submit the insurance claim and the explanation of the possible insured event.

We may therefore demand the following:

- a completed traffic accident report in the case of a traffic accident with several participants;
- a police statement in the event of vandalism, theft or robbery, or cases of which the police must be informed;
- documents that evidence the costs incurred as a result of the loss event;
• your medical examination and information about its results;
• a copy of the certificate for sick leave or any other doctor’s certificate; and
• the document that confirms that you or the passenger have fully or partially lost the capacity for work;
• the death certificate;
• if necessary, other documents required to ascertain the circumstances and extent of the loss event.

You must submit correct and full information about the circumstances of a possible insured event, the extent of the loss and the persons who possibly caused the loss. If necessary, you must allow us to immediately examine the damaged vehicle and participate in the inspection of the damaged vehicle if invited to do so by us.

Indemnification principles

Manner of indemnification

We will pay the repair costs of your vehicle or its accessories, or pay you a monetary indemnity in the case of an insured event. In the case of total loss, we will pay out the indemnity in cash or replace the vehicle with an equivalent one, which is as similar as possible to the destroyed vehicle in terms of its accessories and purpose of use.

We will indemnify you for the cost of repairs or reacquisition if the vehicle’s accessories or your personal belongings were stolen or damaged.

We will not indemnify for any decrease in the market value of the vehicle, revenue forgone, financial liabilities, moral damage or any other expenses that we have not agreed on.

We have the right to choose the manner of indemnification.

Vehicle repairs

We will repair your vehicle or its accessories if it is economically and technically justified. The age and overall condition of your vehicle is considered upon indemnification.

New original spare parts are used to repair vehicles that are up to five years old, unless the parts that need to be replaced do not comply with the standard or are not original parts. Also, we may use non-genuine glass when the windows of a vehicle that is more than three years have to be replaced. We may use second-hand or non-genuine spare parts to repair vehicles that are over five years old, provided that their condition is not worse than the condition of the relevant damaged or destroyed part of the vehicle before the insured event.

We will not indemnify for parts of the vehicle that were seriously damaged before the insured event or that, according to traffic safety requirements, should have been replaced by the time the loss occurred. Depending on earlier damages, we may subtract the expenses necessary for the elimination of such damages from the indemnity or reduce the indemnity paid for replacement of the damage part proportionally to the damages.

Examples

• If the windscreen was already seriously damaged before the insured event, e.g. damaged by the use of windscreen wipers, we will not indemnify for the replacement of the windscreen.

• If there are damages caused by ordinary wear on the vehicle’s wheel rims and the damages caused by the insured event are smaller than or equivalent to the earlier damages, we will not indemnify for the replacement or repairs of the wheel rims.

We have the right to determine the repair shop where the vehicle will be repaired. The indemnity will be limited to the price quote made by the repair shop chosen by us if you would like to have the vehicle repaired in a repair shop chosen by you and the cost of repairs there exceeds the price quote of the repair shop of our choice.

If the vehicle cannot be driven after an insured event that occurred outside Estonia and we do not agree to have the vehicle repaired in the country of location, we will bring the vehicle back to Estonia or indemnify for the reasonable and justified transport expenses.

Monetary indemnity

We will pay out the insured amount less excess in the case of total loss of a vehicle if the vehicle is not replaced. We have the right to keep the remains of the vehicle in such a case. We will reduce the insurance indemnity by the market value of the remains of the vehicle if you decide to keep them for yourself.

If repairing the vehicle would cost more than 70% of the sum insured, we will deem the case a total loss. We have the right to deem an event a total loss if repairing the vehicle would cost more than 50% of the sum insured.
After the theft or robbery of the vehicle, you must hand over to us the vehicle registration documents and all keys or alarm remote controls (incl. all of their duplicates) issued by the manufacturer or the installer that are still in your possession if such alarm equipment or anti-theft devices were installed on the vehicle. We will issue a delivery and receipt certificate regarding the handover. The right of ownership to the vehicle will transfer to us after the indemnity is paid out.

If you have not paid the entire insurance premium due for the insurance period to us, we will deduct the insurance premiums not paid for the insurance period from the indemnity due for total loss.

**Excess**

You must cover the excess specified in the policy in the case of every insured event. Excess is deducted from the amount to be indemnified, unless otherwise agreed.

If an insured event has occurred and the vehicle is repaired outside of Estonia, you will have to pay double the excess specified in the policy.

Three times the rate of excess specified in the policy is applied if a vehicle is used as a taxi, a public transport vehicle, a short-term rental vehicle (the term of the rental agreement is less than six months), a vehicle for driving practice or an emergency vehicle (incl. the patrol vehicle of a security company) and this has not been specified in the policy.

One and the largest rate of excess specified in the policy is applied in the case of an insured event irrespective of how many risks materialised when the insured event occurred.

**Indemnification procedure**

We do everything we can to make the indemnification process quick and easy. We will advise you of our decision on whether or not we will indemnify the loss within ten days of ascertaining the circumstances and extent of the loss, and of receipt of all of the necessary documents about the insured event. In the case of theft, unauthorised use or robbery, we will inform you about our decision not later than two months after the insurance claim was filed.

**Exception.** If the sum of loss or our indemnification obligation has not been fully determined, we will indemnify for the part of loss the occurrence and sum of which have been proven.

If there is a dispute about our indemnification obligation or its extent, we can agree in writing about the appointment of an expert for carrying out an expert analysis. The costs of the expert analysis will be borne by the party who suggested the appointment of an expert, unless otherwise agreed in writing.

You must inform us immediately if the vehicle, which was taken for unauthorised use or stolen, is found. If we have indemnified you for a vehicle, which was taken for unauthorised use or stolen, or for a part thereof and the vehicle or the part thereof is found, you must immediately deliver the vehicle or the part to us or refund the insurance indemnity to us that we paid out.

If the insured object is insured with other insurance contracts at the time when the loss event occurred, we will only indemnify you for the amount not covered by other insurance contracts.

We will pay you default interest if there is a delay in paying out the insurance indemnity. The default interest rate set out in the Law of Obligations Act is considered the rate of the default interest.

Both parties may cancel the insurance contract after the occurrence of a loss event within 31 days after we have announced our decision about indemnification for the loss. The other party must be notified about the cancellation of the contract 31 days in advance.

**Limitation of Claims**

The limitation period of the claims arising from the Insurance Contract shall be three years. The limitation period starts from the end of the calendar year when the claim becomes collectible.

**Communication of notices**

All notices that you must send us according to the insurance contract or legislation as well as all of the certificates concerning the insurance contract must be sent to our e-mail address or ordinary postal address, which we have given you, or sent to us via Swedbank’s Internet Bank.

Any documents related to the policy and the insurance contract and all notices that we must send you according to the insurance contract or legislation will be made accessible to you via Swedbank’s Internet Bank, or sent to your e-mail address or ordinary postal address, which you have given us. We may send notices to you by text message (SMS) if you have given us your mobile phone number.

The policy, any other documents associated with the insurance contract and notices that have been sent in the manner described above are deemed as received.

We will publish notices of a general nature on the website of Swedbank AS at [www.swedbank.ee](http://www.swedbank.ee) or in the mass media.
We have the right to record the messages given to us via means of communication and in any other manner and, if necessary, use the recordings to prove the expressions of will made by you and the other persons associated with the insurance contract.

**Personal data processing**

When processing your customer data (incl. sensitive personal data), we are obligated to adhere to the Procedure for Processing Customer Data in the Estonian Companies of Swedbank. When you sign the insurance contract, you confirm that you have read the aforementioned procedure and are aware of the fact that the relevant procedure is accessible at the branches of Swedbank and online at [www.swedbank.ee/tingimused](http://www.swedbank.ee/tingimused).

**In case you are not satisfied**

Please let us know if you’re not happy with our service. We hope that we will be able to find a solution that satisfies both parties. If you disagree with our decision or would like additional explanations, you have the right to request a review of the decision. Send us your written request explaining your position about the decision we made and we will respond to you within ten days.

You have the right to file complaints about our activities with extrajudicial bodies (e.g. the conciliation body of the Estonian Insurance Association or the Consumer Protection Board). We will be happy to help you if you need more data in order to prepare your complaint. You can contest the indemnification decisions made by us in court.

Further information about the complaints handling procedure and complaints handling bodies can be found in the Procedure for Handling Customer Complaints, which is accessible online at [www.swedbank.ee/tingimused](http://www.swedbank.ee/tingimused).

Our activities are supervised by the Financial Supervision Authority, address: Sakala 4, 15030 Tallinn.