Home Insurance
Terms and Conditions
We want everyone who reads these terms and conditions to understand the extent to which their home and home contents are covered. Please read these Home Insurance Terms and Conditions so you gain a better understanding of the rights and obligations arising from an insurance contract.

Principles of Swedbank P&C Insurance AS

- The insurance cover we offer is extensive.
- We trust you when we enter into a contract or when we pay you indemnities.
- 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.
- We make sure that indemnities are paid out quickly when loss event occurs.
- The sum insured does not decrease after the occurrence of a loss.

Sales and Service
Customer Services Helpline 888 1513
varakindlustus@swedbank.ee
www.swedbank.ee
Liivalaia 12, 15039 Tallinn

Claims Handling
Submitting a damage application
www.swedbank.ee/kindlustus
Claims Handling Helpline 888 2111 (24 h)
kahjuabi@swedbank.ee
www.swedbank.ee
Table of Contents

Home insurance contract  .................................................. 4
Definition of home insurance terms. .................................. 5
Insured objects  ................................................................. 6
What does insurance cover? ............................................... 9
What to do in the case of an insured event  ......................... 11
Indemnification principles ................................................. 12
Safety regulations  ............................................................ 16
Liability insurance  ............................................................ 17
Complaints handling  ......................................................... 20
Home insurance contract

A good insurance contract is accurate and detailed. The insurance contract that proves your insurance cover therefore consists of different documents.

The documents of a home insurance contract are as follows:

- Home Insurance Terms and Conditions of Swedbank P&C Insurance AS, which determine the extent of the home insurance cover;
- General Terms and Conditions of the Insurance Contracts of Swedbank P&C Insurance AS, which determine the general principles of insurance contracts;
- Insurance Policy, which proves that an insurance contract has been entered into;
- List of Contents, which is made if home contents are insured on the basis of a list.

Important information

We need you to give us information about the following important circumstances before we can enter into an insurance contract with you:

- location of the building or apartment,
- degree of construction, materials used in the building structure, time of construction or renovation, etc.;
- description of previous insured events, which have affected your building, apartment or home contents.

We assume that the information you have provided is true and accurate. We may, as set out in the insurance contract, reduce the insurance indemnity, refuse to pay out the indemnity or terminate the insurance contract if you have knowingly submitted false information to us. Please notify us immediately if the information you have provided changes during the insurance period.

Definition of home insurance terms

We have defined the meaning of the different terms used in the terms and conditions of insurance.

- We or the insurer means Swedbank P&C Insurance AS.
- You or the policyholder means the person specified as the policyholder in the policy.
- Place of insurance means the address noted in the policy where the insured object is located.
- Insured object means the structure and/or home contents noted in the policy. See pages 6-8.
- Structure means a building, a part of a building, an apartment and a facility.
- Home contents means movable property located at the place of insurance and belonging to the owner of the insured building or apartment or to the people permanently residing there.
- Insurance cover means our obligation to indemnify to you for the loss you have suffered in accordance with the terms and conditions given in the insurance contract.
- Insurance period means the period of time for which the insurance cover is valid and for which the insurance premium has been calculated. The insurance period will be one year, unless otherwise stipulated in the insurance contract.
- Insurable value of structure means the cost of restoring the former condition of a structure, i.e. its reinstatement value.
- Insurable value of home contents means the acquisition cost of items included in home contents when brand new. The insurable value of certain items is the residual value or the market value of the item prior to the insured event. See page 13.
- Sum insured means the maximum amount of money to the extent of which we will indemnify for the loss suffered due to a single insured event. The sum insured is specified in the policy or the insurance terms and conditions. The sum insured is not reduced by the amount of indemnity paid out.
- Insured event means the event specified in the insurance contract the occurrence of which brings about our obligation to pay indemnity. See pages 9-11.
- Insurance indemnity means the monetary or non-monetary compensation for the material damages you have suffered. See pages 12-15.
- Excess means the part of the loss amount, which you must cover in the case of each insured event. Excess is specified in the policy. See page 13.
Insured objects

Our goal is to provide you with exactly the kind of insurance cover you need. Insurance of a building, apartment and home contents is explained separately below. We advise you to read the clauses pertaining to your insurance contract.

Building insurance

Building is a structure with walls, a roof and interior premises that is permanently attached to the ground, its essential parts (incl. built-in lighting fixtures, plugs, switches and sanitary installations), utility systems (incl. heat pumps and underground communication lines), interior finish (incl. kitchen furniture, except kitchen appliances) and built-in furniture. A building is a residential building, an outbuilding or a sauna.

Outbuilding means a building, which is not used for residential purposes. For example, a byre, granary, hay barn and garage are outbuildings. Cellars separate from a residential building are not outbuildings. Insured outbuildings are specified in the policy as separately insured objects.

A sauna is insured as a separate insured object and specified in the policy if it is not located in a residential building.

A terraced house is also deemed to be a building. The interior finish of a terraced house and the essential parts of the building located within the terraced house are insured up to the interior finish of the neighbouring house. The common utility systems of terraced houses, which are not located inside the insured terraced house are covered to the extent corresponding to your legal share in the terraced house.

Part of a building means a legal share in a building and facility in shared ownership. A part of a building can be insured only with an apartment located in the building. Clearly defined residential space, which you use under written terms and conditions of use, is seen as equal to an apartment. The interior finish of an apartment is fully covered similarly to apartment insurance (see page 7). The remaining part of the building is covered according to the ratio of the total area of your apartment to the total area of all apartments in the building.

Facility

Insurance of a building or a part of a building also covers facilities. Facilities are structures whose total area is less than 20 m² and which are located on the same plot of land as the building and permanently attached to the ground, such as barriers, wells, shelters, fences, outdoor lighting fixtures, flagpoles, greenhouse. In the case of parts of a building facilities are covered to the extent corresponding to the ratio of the total area of the apartment to the total area of all the apartments in the building.

Insurance does not cover the following:

- earth, plants;
- bridge, pier, breakwater, berth, structures built in water;
- structures, which are in poor condition or which have been declared unfit for living or use, or which have been declared illegally erected;
- movable property in the building, such as refrigerator, washing machine, TV set, curtains, clothes. Movable property can be insured under home contents insurance. See pages 7-8.

Apartment insurance

Apartment means structurally enclosed residential premises with their essential parts (incl. built-in lighting fixtures, plugs, switches and sanitary installations), utility systems and interior finish (incl. kitchen furniture, except kitchen appliances) and built-in furniture, and the storage room that belongs to the apartment but is located outside the apartment.

Insurance does not cover the following:

- parts of the building and equipment in the joint use of apartment owners, such as roof, lifts, stair wells, foundation, loft, boiler room;
- movable property in the apartment, such as refrigerator, washing machine, TV set, curtains, clothes. Movable property can be insured under home contents insurance. See pages 7-8.

Home contents insurance

Home contents are items (movable property) which are located at the place of insurance and belong to or are in the use of the owner of the insured building or apartment or which belong to or are in the use of the people permanently residing there as well as items which belong to or are in the use of the aforesaid people and are located outside the place of insurance within the borders of the Republic of Estonia.

Home contents are insured as a set of items or on the basis of a list.

Insurance of items as a set

A list of items to be insured is not prepared in the case of home contents insurance, but an amount is determined instead to the extent of which home contents are insured. Your home contents are therefore insured.
Swedbank P&C Insurance AS offers an extensive and safe insurance cover – all risk insurance. Exclusions not covered by the insurance are specified separately in the home insurance terms and conditions. All events not listed as exclusions are covered under your insurance contract.

If you have also opted for liability insurance, your liability for losses caused to third parties are covered to the extent specified in the home insurance terms and conditions (see page 17).

All risk insurance cover

Insured event means any sudden and unexpected event which has directly affected the insured objects and results in the insured object getting damaged or destroyed. Events listed as exclusions or the results thereof are not deemed insured events.

Exclusions

Insurance does not cover and indemnity is not paid for events caused by the following sources, events, conditions and actions, or the damages that have resulted therefrom:

- damages caused by long-term processes, mould, material fatigue, wear, spoilage, cracking, corrosion, rotting, dry rot, fungal diseases, humidity and changes in colour, odours, material structure and finish;

  Exception: We will indemnify for losses caused to other insured objects by items damaged due to said reasons, e.g. if a corroded pipe breaks and water damages the interior finish. We will indemnify for restoration of the interior finish, but we will not indemnify for the broken pipe.

- activities of insects, pests, rodents, birds and domestic animals;

  Exception: We will indemnify window glass broken as a result of activities of birds and animals.

- use of an insured object in a manner that does not comply with its intended purpose or in unusual conditions. This also includes testing and intentional overloading of machines or equipment and

- cash which is located at the place of insurance is covered to the extent of up to 500 euros.

Unique items and collections are not covered as a set. Such items can be insured on the basis of a list.

Insurance does not cover the following:

- house plants, domestic animals;
- alcoholic beverages, tobacco;
- land vehicles, aircraft and watercraft subject to registration and the accessories installed on these;
- building materials and tools if located outside a structure or in a structure under construction where all outer doors and windows have not yet been installed and any doors and windows allowing access were not properly closed;
- computer software, licences, electronically stored data;
- databases;
- documents (e.g. diplomas, powers of attorney, contracts), manuscripts, securities, drawings, etc.

What does insurance cover?

Insurance on the basis of a list

Insured items are specified in the list of home contents. Other home contents are not covered. Only items located in residential buildings and apartments are insured on the basis of a list of items.

Insured event means any sudden and unexpected event which has directly affected the insured objects and results in the insured object getting damaged or destroyed. Events listed as exclusions or the results thereof are not deemed insured events.
What to do in the case of an insured event

Please notify our Claims Handling Department immediately if an insured event occurs:

www.swedbank.ee/kindlustus
Claims Handling Helpline 888 2111 (24 h)
kahjuabi@swedbank.ee

After the occurrence of an insured event our experts or experts approved by us are entitled to conduct an expert analysis at the place of insurance in order to determine the reasons for and the amount of loss.

Please do not disturb the place of insurance until the experts appointed by us have examined the scene of the event or until we have given our consent to other activities. Making changes in the insured property without our consent before the reason for and the amount of the loss have been ascertained is not permitted. Making such changes without our consent is permitted only if it is required
to reduce the loss or it is in public interest. Damaged property or the remains thereof must be preserved and, if necessary, transferred to our possession for the time of the expert analysis. If you recover a lost item or become aware of its location, please notify our Claims Handling Department immediately thereof.

In order to decide whether we will indemnify the loss, we need to gather information and specify the circumstances of the insured event.

Therefore we may require:
- an explanation from the policyholder and the possessor of the property about the loss event;
- in the case of vandalism, theft or robbery, a police statement;
- in the case of fire, a rescue board statement;
- a list of damaged property;
- documents which certify the costs arising due to the loss event;
- other documents to ascertain the circumstances and extent of the loss event, if necessary.

Insurance indemnity

Insurance indemnity means the amount of money to be paid out by us as compensation for the loss you have suffered.

Excess

You must cover the excess specified in the policy or in these terms and conditions of insurance in the case of every insured event. Losses that are smaller than excess are not indemnified.

If you have failed to adhere to safety requirements (see page 16) and this causes the occurrence of an insured event, we may apply a special excess at the rate of 20% of the loss amount, but not less than five times the amount of principal excess.

Manner of indemnification

We have the right to choose the manner in which we indemnify for your loss, but we will consider your needs when we make our choice.

Structure

Damages caused to a structure are indemnified on the basis of the reinstatement value of the property. We do not consider the wear and tear of a building when it is restored.

Reconstruction.

Reconstruction of a structure means restoration of the structure in a condition similar to the one the structure was in before the occurrence of the insured event whilst adhering to valid building standards. We are entitled to choose the person who reconstructs the structure and the manner of reconstruction. You can choose the person who reconstructs the structure yourself with our written consent. Reconstruction is performed on the basis of a construction estimate. We are not obliged to make any payouts until the start of the reconstruction. In the case of reconstruction we pay out the indemnity according to completed works and invoices issued for such works. The structure must be reconstructed at the place of insurance. Please follow our instructions when restoring a structure.

Monetary indemnity. We may pay out the indemnity in cash by mutual agreement. We also pay a monetary indemnity if reconstruction works do not start within two years of the occurrence of the insured event or if you do not wish to reconstruct the structure. In a case like this we deem the estimated reinstatement value to be the amount of the indemnity and the amount corresponding to the physical wear and tear of the damaged building before the occurrence of the insured event will be deducted from the amount of the indemnity. The physical wear and tear of the building before the occurrence of the insured event will be determined by experts after the insured event has occurred. The indemnity to be paid out will not exceed the amount by which the value of the registered immovable decreased as a result of the insured event.
Home contents

Repairs. If repairing the item is economically practical, we will indemnify the justified cost of repairs.

Reacquisition. We will indemnify the reacquisition cost if the insured object is not repaired. We pay out the indemnity for reacquisition of home contents in cash. If we do not agree with reacquisition cost of the item presented by you, we have the right to supply you with an item that is as similar as possible in terms of its functions and appearance. The value of the items when brand new as at the moment of reacquisition is considered when home contents are indemnified. Indemnity will be based on items that are functionally equivalent to the destroyed items if the same products are no longer sold. Indemnity will be paid based on items which are as similar to the destroyed items as possible, but not worse, such as the new version of the same model, if equivalent items are no longer sold.

Exception. The following items are indemnified at market value (i.e. the local sales price of the item):

• desktop and laptop computers that are more than 4 years old;
• works of art, valuables and antiques.

Transfer of ownership

We have the right to request that the damaged item be transferred to our ownership if we pay monetary indemnity. The insured item must be returned to us also if the item is found and returned to your possession after we have indemnified you for it. You must immediately return the insurance indemnity paid out to you if you do not want to hand the insured item over to us.

Additional expenses to be indemnified

In the case of an insured event we also indemnify for the following expenses in addition to direct material damages and the sum insured of the structure specified in the policy.

We indemnify for the rent for temporary residence if it is impossible to live in the insured building or apartment as a result of an insured event and it is necessary to lease new residential premises. We indemnify for the moving costs and the rent for an equivalent place of residence approved by us, but for no more than 12 months. We will not indemnify for utilities associated with renting replacement residential premises, any default interest, contractual penalties or expenses incurred in finding replacement residential premises (incl. commission, brokerage or consultation fees).

Loss of rent income. If you have given an insured building or apartment on lease and the lease is terminated due to an insured event, we will indemnify you for the loss of rental income until the building or apartment is reconstructed, but for not longer than 12 months. We will not indemnify for the utilities payable, any default interest, contractual penalties or expenses incurred in finding replacement residential premises for the lessee (incl. commission, brokerage or consultation fees).

Cost of demolition works and rubbish removal. We indemnify for the cost of demolition and cleaning works and rubbish removal that are essential for restoration of a damaged structure.

Fees of specialists. We will indemnify for the expenses incurred in preparation of designs, performance of construction supervision and application for official permits necessary for reconstructing a structure, which have been approved by us.

Cost of changing locks. We indemnify for the cost of a new set of locks and the installation expenses if you lost the keys to buildings or your apartment, they were stolen or broken by third parties.

Expenses of expert analyses. We will indemnify for the reasonable expenses you have incurred in preparing additional loss in the case of an insured event. Such expenses are indemnified even if the measures taken did not yield the desired result.

Expenses of loss limitation. We will indemnify for the expenses you have incurred in preventing additional loss in the case of an insured event. Such expenses are indemnified even if the measures taken did not yield the desired result.

Reduction of insurance indemnity or refusal to pay out indemnity

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

• you have knowingly given us false information on significant circumstances regarding the insurance contract (see page 4);
• the loss was intentionally caused by you or a person equivalent to you (see page 15);
• the loss resulted from gross negligence by you or a person equivalent to you.

Persons equivalent to you are as follows:

• the insured person;
• legal and factual family members living with you or with the insured person;
• the legal possessor of an insured object;
• the person who uses the insured object with your consent or the consent of the insured person;
• persons who are obliged, pursuant to law, a contract or on any other legal basis, to adhere to the operational, safety, damage prevention and limitation, and salvaging requirements relating to the insured object as well as other requirements for preservation of the object.
Safety regulations

We ask you and the persons equivalent to you (see page 15) to be careful when possessing and using the property and to adhere to the safety requirements established by law and other legal and administrative acts as well as to the safety requirements listed below. We have the right to apply special excess if breach of safety requirements contributed to the occurrence of loss (see page 13).

Fire safety
• Smoke flues and chimneys must be cleaned at least once a year.
• Buildings must be equipped with functioning basic fire extinguishing equipment.
• Only persons with relevant qualifications may perform power installation work and repair electrical equipment.
• Heating, power and utility systems must be used and maintained as required.

Plumbing
Water supply and heating systems of a structure which is not heated during the heating season or where the temperature falls below 0 degrees must be drained of water.

Windows and doors
When nobody is home, all windows, doors, trapdoors and other openings must be closed in a manner that makes it impossible to enter the building or apartment without breaking a latch or a barrier obstructing entry into the building or apartment.

Home contents
Home contents not meant to be stored outdoors permanently, such as lawnmowers, bicycles, prams and pushchairs, must be kept in locked buildings when nobody is at home or for the night.

Liability insurance

In the case of liability insurance we indemnify for the damages that you have caused to the property of third parties or for personal injuries that you have caused to third parties and for which the insured person is liable.

Liability insurance covers claims arising from the possession of an insured structure. Liability insurance will also cover claims arising from other damage caused to third parties in the Republic of Estonia if the insurance contract also covers home contents in addition to a building or apartment. Liability insurance does not cover the events listed as exclusions.

Definition of liability insurance terms

Insured person means you and the people living with you and sharing your household.

Authorisation for the insurer means your written authorisation for us permitting us to hold negotiations on your behalf in the case of an insured event, represent you in court and perform other operations prescribed by law. We have the right to decide on matters related to claims handling and the need to initiate a recourse action and on the amount of legal costs. We will inform you of the aforementioned operations in advance.

Claim means legal action initiated against you in order to receive compensation for damages or an intention to initiate such legal action expressed in writing.

Injured party means a third party who has suffered property damages for which the insured person is liable pursuant to law.

Losses subject to indemnification
Insured events are loss events which occurred during the insurance period and where a written claim for indemnification for damages has been filed against you not later than two years after the end of the insurance period. The maximum amount of indemnity for loss is the sum insured under liability insurance specified in the policy.

We will indemnify for personal injuries and property damage which occurred during the insurance period.
Personal injury means a loss resulting from the death or physical injury of a person. We will indemnify for the following:
- medical expenses;
- decrease in income due to temporary or permanent incapacity for work;
- funeral expenses;
- maintenance indemnities.

Property damage means a loss resulting from damage to or destruction of an item. We will indemnify for expenses incurred in restoring or replacing the property. If it is impossible to restore or replace the property, we will indemnify for the market value of the property.

Legal assistance and legal costs. We will indemnify for the legal and procedural expenses you have paid to the extent of 4,000 euros. Legal costs are not included in the sum insured under liability insurance specified in the policy. This insurance indemnity does not cover legal costs resulting from the fact that you do not agree with our decision on indemnification for the loss suffered.

Exclusions
We will not indemnify for claims resulting from the following:
- the loss you have or your family member has caused intentionally or the loss caused by a third party with your approval, or if you were negligently indifferent towards such loss being caused;
- the loss you have caused under the influence of alcohol or narcotic substances;
- the loss caused in the course of an attack or fight you have initiated;
- losses caused by animals.

Exception: We will indemnify for claims arising from losses caused by a pet kept in the insured building or on the same plot of land or in the insured apartment.
- construction, repair or maintenance works whose value exceeds the following amounts:
  - 1,500 euros if you are the person performing the construction work;
  - 4,000 euros if the construction work is performed under a contract for services;
This liability insurance cover only applies to claims arising from the possession of the insured structure.
- loss caused to the property which you or your family members possess under a lease or loan agreement or the use of which has been granted to you on other grounds;
- possession, use, ownership, lease or rent of land vehicles, watercraft or aircraft powered by an engine;
- possession, use, ownership, lease or rent of a major source of danger;
- causing of vibration, warmth, odour, radiation, light, smoke, soot, dust, fume, humidity, gas or other similar long-term factors;
- air, earth or water pollution;
- performance of duties or professional or economic activities;
- manufacture of products or provision of services;
- unauthorised representation;
- promise to pay, loss of income or unjustified enrichment;
- freezing, sinking or movement of earth;
- use or existence of asbestos;
- infection with a disease;
- insult or defamation.

We will not indemnify for the following:
- loss you have or your family member has suffered;
- loss not subject to compensation pursuant to laws applicable in the Republic of Estonia;
- loss you are obliged to compensate for under a contract or a warranty;
- losses which are compensated for under unemployment insurance or insurance against accidents at work;
- non-proprietary claims;
- penalties and default interest and claims arising from their imposition;
- claims and losses arising from nuclear weapons, nuclear fuel, nuclear energy or radioactive substance or other source of radiation, and explosion of nuclear or radioactive substance;
- claims and losses caused by wars or political armed conflicts, acts of terrorism, rebellion, mass riots, strikes, interruptions of work, application of international sanctions or expropriation of property.

What to do in the case of an insured event
In the case of an event which may give rise to a claim you must:
- immediately inform us of the possible claim and forward to us all the information related to the insured event (incl. information on civil, administrative, criminal or misdemeanour proceedings related to the insured event);
- immediately deliver the written claim to us if you have received one;
- if necessary, provide explanations regarding the insured event and the claim;
- apply measures necessary to prevent or reduce loss;
- not admit guilt or error in respect of causing the loss without our written consent (except to the police or in court);
- not submit an offer regarding indemnification for loss or promise to indemnify for loss without our written consent.

Indemnification principles
If a claim is lodged, we will verify the circumstances that are the basis for such a claim, reject unfounded claims, and indemnify for the loss caused if the claim is subject to indemnification.
If several injured parties have lodged a claim against you and the total amount of the claims exceeds the sum insured under liability insurance, we will satisfy the claims to the extent of the sum insured in proportion to the amounts of the claims. If several persons are liable for the same loss, we will only indemnify for the part of the loss corresponding to your liability, but not more than the sum insured under liability insurance. We will indemnify for legal costs in the same proportion.

Complaints handling

Please let us know if you are not satisfied with the service provided by Swedbank P&C Insurance AS. 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 apply for a revision of the decision. Send us your written request explaining your position about the decision we made. We will respond within 10 days of submission of the application.

You have the right to file complaints about our activities with the Consumer Protection Board or the Financial Supervision Authority. We will be happy to help you if you need more data to write your complaint.

You can also go to court to dispute the decision we have made about indemnifying for your loss.

More information about the procedure for the resolution of complaints and bodies resolving complaints is available in the Procedure for Processing Customer Complaints available at the website of AS Swedbank. The Financial Supervision Authority (postal address: Sakala 4, Tallinn 15030) exercises supervision over Swedbank’s activities.
The service provider is Swedbank P&C Insurance AS. Read the insurance conditions and when necessary, consult an insurance specialist.

Additional information from the customer services helpline 888 1513 and from the internet address www.swedbank.ee