Home Insurance Terms and Conditions
The Swedbank P&C Insurance AS Home Insurance Terms and Conditions are effective as of 25 May 2018

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

The Swedbank P&C Insurance AS Home Insurance Terms and Conditions determine the extent of home insurance cover and establish indemnification principles.

Principles of Swedbank P&C Insurance AS

- We trust you upon entering into a contract and paying you indemnities.
- Damage caused to a structure is indemnified on the basis of the reinstatement value thereof.
- The amount of the insurance premium does not depend on the number of instalments.
- The sum insured does not decrease after a loss event.
- We will refund your money if you wish to withdraw from the contract within 14 days of entering into it.

Sales and Service

Customer Services Helpline 888 1513
varakindlustus@swedbank.ee
www.swedbank.ee/kodukindlustus
Liivalaia 12, 15039 Tallinn

Claims handling

Reporting damage
www.swedbank.ee/kahjuavaldu
Claims Handling Helpline 888 2111 (24 h)
kahjuabi@swedbank.ee
# Table of Contents

Definition of home insurance terms ........................................................................................................... 4

Home Insurance Contract ............................................................................................................................... 5

Structure and home contents insurance ......................................................................................................... 6
  Structure insurance ........................................................................................................................................ 6
  Home Contents Insurance .......................................................................................................................... 7
  What does the insurance cover? ................................................................................................................... 9
  What to do if a loss event occurs ................................................................................................................ 12
  Indemnification principles ........................................................................................................................ 13

Liability insurance .......................................................................................................................................... 15
  What does liability insurance cover? ........................................................................................................ 15
  Damage subject to indemnification ............................................................................................................ 15
  What to do if a loss event occurs ................................................................................................................ 17
  Indemnification principles ........................................................................................................................ 17

Limitation of claims ...................................................................................................................................... 17

Notices ......................................................................................................................................................... 18

Personal data processing .............................................................................................................................. 18

Complaints handling .................................................................................................................................. 18
Definition of home insurance terms

Certain terms are used throughout the Insurance Terms and Conditions, and we hereby explain their meaning to you.

We or the insurer means Swedbank P&C Insurance AS.

You or the policyholder means the person specified as the policyholder in the policy. Persons equivalent to you are insured persons who own the insured object or who use the object with the consent of the owner.

The sum insured means the insurance value of the structure or the maximum amount of money for which we will indemnify you for the loss suffered due to a single insured event. The sum insured is not reduced by the amount of indemnity paid out.

Insured event means an event specified in the chapter “What does the insurance cover?” which takes place during the insurance period, directly affects the insured object and leads to a loss resulting from damage to or the destruction, theft or robbery of the object and the occurrence of which brings about our obligation to pay out the indemnity. See pages 9-11.

Insurance indemnity means compensation for the material damage you have suffered.

Excess means the part of the loss amount that you must cover in the case of each insured event. Excess is deducted from the amount to be indemnified, unless otherwise agreed.

Place of insurance means the address noted in the policy where the structure is located.

Insured object means the structure, home contents or liability insurance noted in the policy.

Definition of liability insurance terms

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

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

The documents of the contract are:

- these Swedbank P&C Insurance AS Home Insurance Terms and Conditions, which determine the extent of the home insurance cover;
- the Insurance Policy, which indicates the details of the Home Insurance contract and other material terms and conditions.

Your obligations when entering into a contract

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

- address of place of insurance
- materials used in structure
- time of construction or renovation
- intended use of place of insurance (e.g. whether it has been rented out), etc.

We assume that the information you provide is true and accurate. We may, as set out in the Insurance contract, reduce the insurance indemnity, refuse to pay it out or cancel the contract if you knowingly submit false information to us. Please notify us immediately if the information you have provided changes during the insurance period.
Structure and home contents insurance

Structure insurance

**Structure** means a residential building, outbuilding, sauna, part of a building or apartment.

**Building** is a structure with walls, a roof and interior premises that is permanently attached to the ground, with all of its essential parts that enable it to function and be used (including built-in lighting fixtures, plugs, switches and sanitary installations), utility systems (including the heating system and underground communication lines), interior finish and built-in furniture (including permanently fixed kitchen furniture, except kitchen appliances). The definition includes buildings under construction.

**Residential building**, including a semi-detached or terraced house, is a building used for residential purposes. The interior finish of a semi-detached or terraced house and the essential parts thereof are insured up to the interior finish of the neighbouring house. The common utility systems of semi-detached or terraced houses that are not located inside the insured structure are covered to the extent corresponding to your legal share in the house.

**Outbuilding** is a separate building not used for residential purposes. For example, a garage, shed, cattle shed, granary or hay barn is an outbuilding. Insured outbuildings are specified in the policy as separately insured objects.

**Sauna** means a separate building used for personal household purposes. Insured saunas are specified in the policy as separately insured objects.

**Part of a building** means rooms in legal share located in a building in shared ownership that you use in accordance with the written terms and conditions of use of the shared ownership. The part of a building is covered according to the terms and conditions of apartment insurance, as established in the Insurance Terms and Conditions. The parts of a building in shared ownership are covered to the extent corresponding to your legal share in the building.

Insurance of a building or part of a building also covers facilities. **Facilities** are separate structures that are not buildings. They must be located on the same plot of land as the building or part of a building and permanently attached to the ground, such as fences, outdoor lighting fixtures, flagpoles, wells, kennels, pools, playgrounds (incl. playhouses), shelters and greenhouses of up to 20 m². In the case of parts of a building, facilities are covered to the extent corresponding to the size of the shared ownership or, if this has not been determined, to the ratio of the total area of the apartment to the total area of all the apartments in the building.

**Apartment** means structurally enclosed residential premises with their essential parts that enable it to function and be used (incl. built-in lighting fixtures, plugs, switches and sanitary installations), utility systems, interior finish and built-in furniture (incl. permanently fixed kitchen furniture, except kitchen appliances), and the storage room used only by you that belongs to the apartment but is located outside of it.
**Structure insurance does not cover the following:**
- soil and plants;
- bridge, pier, breakwater, berth or structures built in water;
- structures that are in poor condition or have been declared unfit for living or use, or declared illegally erected;
- structures used for business activities, e.g. stores, tourist farms, hostels or storage or production facilities;
- parts of the building and equipment in the joint use of apartment owners, e.g. roof, lifts, stairwells, foundations, loft or boiler room;
- movable property such as a refrigerator, washing machine, TV set, curtains and clothes that you can insure under Home Contents Insurance;
- documents (e.g. diplomas, powers of attorney and contracts), manuscripts, drawings, securities, etc.

**Insurable value of structure** means the cost of restoring the former condition of a structure, i.e. the reinstatement value thereof. We do not consider the wear and tear of a structure when it is restored. If a structure is not restored, the amount corresponding to the physical wear and tear of the damaged structure prior to the occurrence of the insured event will be deducted from the amount of the indemnity.

**Home Contents Insurance**

Home contents are movable property located at the place of insurance. They are specified in the policy as separately insured objects. Your home contents are insured to the extent of the sum insured specified in the policy, with the following restrictions:
- works of art, valuables (incl. jewellery, precious metals and watches) and antiques (more than 70 years old) are covered to the extent of up to 25% of the sum insured;
- home contents kept in a separate storage room, basement, outbuilding or sauna located at the place of insurance and used only by you are covered to the extent of up to 25% of the sum insured. Such items are covered if the doors of the storage room, outbuildings, basement or sauna are properly locked and all windows are closed;
- uninstalled building materials (e.g. bricks, pipes, paints, parquet and wires), uninstalled equipment (e.g. sanitary installations, air conditioners and heating systems) and tools are covered to the extent of up to 25% of the sum insured. Such items are covered if the doors of the building are properly locked and all windows are closed;
- home contents located outside of the place of insurance (incl. in the stairwell of an apartment building) but within the borders of the Republic of Estonia are covered to the extent of up to 5% of the sum.
insured. The insurance cover shall apply if the home contents are under your direct supervision when the insured event occurs;

**Exception.** We indemnify you for the loss if your bicycle or stroller is not under your direct supervision, but fixed by a lock to an object permanently attached to the ground.

cash located in a residential building or apartment is covered to the extent of up to 500 euros.

**Home contents insurance does not cover the following:**

- mobile phones and tablets more than two years old and laptops more than four years old. The age of items is calculated from when brand new, as of the date of purchase thereof. If the purchase date cannot be ascertained, we will take into account the launch date of the specific model;
- land vehicles and any installed accessories powered by an engine;
  - **Exception.** The insurance covers electric bicycles, hoverboards, wheelchairs and garden equipment of up to 25 horsepower.
- watercraft and any installed accessories;
  - **Exception.** The insurance covers boats up to five meters in length located at the place of insurance and boat engines of up to 25 horsepower locked in the structure.
- aircrafts and any installed accessories;
  - **Exception.** The insurance covers drones.
- unique items, prototypes and collections (incl. sets of items of the same type, e.g. postcards, calendars, labels or coins of scientific, cultural-historic or artistic value);
- items used in business activities;
- home contents located in a structure under construction if all of the windows and doors thereof have not yet been installed and other openings have not yet been closed permanently;
- cash located outside of a residential building or apartment;
- plants and animals;
- alcoholic beverages and tobacco;
- computer software, electronically saved data and databases;
- documents (e.g. diplomas, powers of attorney and contracts), manuscripts, securities, drawings, etc.
  - **Exception.** We indemnify you for the costs incurred upon applying for new personal identification documents (passport or ID card), vehicle registration documents and bank cards.
**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 or market value of the item prior to the insured event. See page 14.

**What does the insurance cover?**

We offer safe and extensive 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.

**All-risk insurance cover**

All-risk insurance covers any sudden and unexpected external events that have directly affected the insured object and results in the insured object becoming damaged, destroyed, stolen or robbed. Insurance does not cover and indemnity is not paid for events caused by the following sources, events, conditions and actions, or damage that results therefrom:

- damage caused by long-term processes, normal wear and tear, rotting or corrosion;

  **Exception.** We will indemnify you for the loss if one of the abovementioned reasons leads to a fire, explosion or pipe leak, but we do not indemnify the part of the insured object that caused the loss.

  **Example.** If a corroded pipe breaks and water damages the interior finish, we will indemnify you for the restoration of the interior finish, but not for the broken pipe.

- condensation, humidity, long-term variation in temperature, exposure to light, long-term impact of atmospheric conditions or chemicals on the insured object or a part thereof;

- mould, dry rot, fungal diseases or bacteria on the insured object or a part thereof;

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

  **Exception.** We will indemnify window glass broken as a result of the activities of birds and animals or a loss caused by fire.

- subsidence, elevation, movement, expansion, wear of materials and vibration of the structure, its foundations, walls or other structural elements;

  **Exceptions.** We will indemnify you for a loss caused by:
  
  - movement of the surface or vibration caused by construction work performed by third parties whose liability is proven;
  
  - rise of surface water or a flood.
defective construction or repair work; calculation, planning or design error; or use of defective or unsuitable building materials;

**Exception.** We will indemnify you for the loss if one of the abovementioned reasons leads to a sudden and unexpected event, but we do not indemnify the part of the insured object that caused such loss.

**Examples.**

- If a chimney has not been constructed in accordance with the design requirements and, therefore, leads to a fire, we will indemnify the damage caused to the structure, but we will not replace the chimney.
- If the wall tiles in your bathroom are fixed with an insufficient amount of tile glue and fall off because of this, thus damaging the sink, we will indemnify the damage caused to the sink, but not the wall tiles.
- If, due to defective construction, water or humidity get in between the thermal insulation and plaster, no indemnity is paid as this is not a sudden event.
- If the insulation material of the structure has been poorly installed and this has caused thermal bridges and condensation or mould damage to the interior finish of the structure, we will not replace the insulation material as the damage was not caused by a sudden or unexpected event. No indemnity is paid for damage to the interior finish since condensation and mould are not covered by the insurance.

water entering the structure through a broken construction. We presume that the construction element is broken when the external barriers of the structure that are designed to prevent water from entering the structure fail to meet their purpose;

**Exceptions.** We will indemnify you for loss caused by:

- water entering the structure due to poor construction if such a loss is caused by a sudden and unexpected external event and the damage has been identified;
- first leakage of water through roof that damage the interior finish or home contents.

loss of home contents;

**Exception.** We will indemnify the loss of home contents due to theft or robbery. Theft is deprivation of home contents as a result of a break-in to the place of insurance, or outside thereof. Robbery means deprivation of home contents accompanied by the use of violence that represents a threat to a person’s life and health or the threat to use violence.
failure of or damage to home appliances or devices (e.g. boiler or central heating boiler) that has not been caused by external events;

the use of the insured object in a manner not complying with the purpose or function established by the manufacturer. This includes testing or intentional overloading of or performing experiments on machines and equipment;

nuclear weapon, nuclear fuel, nuclear energy or radioactive substance or any other source of radiation or the explosion of a nuclear or radioactive substance;

war or armed political conflict, act of terrorism, rebellion, mass riot, strike, interruption of work, expropriation of property.

The following are not subject to indemnification:

loss and damage which occurred before the insurance contract was entered into or the occurrence of which was obvious when the insurance contract was entered into;

expenses incurred in the maintenance, repair and elimination of minor external defects, such as stains on carpets and sofa covers; scratches on painted, enamelled and polished surfaces; cracks in walls and changes in colour or odours;

damage and costs incurring during scheduled work such as changing of radiators, piping or windows;

loss of income, financial liabilities, moral damage or other costs not agreed upon.

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

caused the loss due to gross negligence;

left an open fire, candle or other source of danger without supervision;

failed to drain the water out of water supply and heating systems of a structure that is not heated during the heating season or where the temperature falls below 0 degrees;

failed to close all windows, doors, trapdoors and other openings when nobody is home in a manner that makes it impossible to enter the structure without breaking a latch or a barrier obstructing entry to the building or apartment;

failed to keep home contents not meant to be stored outdoors permanently in a locked structure when nobody is at home or for the night;

performed or started to perform repair work on the insured object following an insured event without our consent;

knowingly submitted to us false data or failed to submit the required information on the significant circumstances regarding the Insurance contract, claim or claim amount.
What to do if a loss event occurs

If a loss event occurs, notify us immediately.

**Contact details of Claims Handling**
Telephone 888 2111 (24 h)
kahjuabi@swedbank.ee

You can submit a loss statement via the Internet Bank at [www.swedbank.ee/kahjuavaldus](http://www.swedbank.ee/kahjuavaldus).

Following the loss event, we 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 amount of the loss.

Making changes to the insured property without our consent before the extent and circumstances of the loss have been ascertained is not permitted, as they may affect ascertainment. Making such changes without our consent is permitted only if it is required to prevent further loss or the existing loss from being aggravated or if this is in the public interest.

Do everything you can to reduce existing and prevent further loss, ascertain the circumstances of and reasons for the loss event as well as the extent and person responsible for the loss.

Damaged property or the remains thereof must be preserved and, if necessary, transferred to our possession for the period of the expert analysis. If you recover a lost item or become aware of its location, notify our Claims Handling Department immediately.

**Documents required in order to apply for indemnity**

The loss statement and accompanying documents must form the basis for ascertaining the circumstances and extent of the damage and the costs of the insured event. You must submit an explanation pertaining to the loss statement and loss event.

*We may therefore demand the following:*  
- your explanation regarding the loss event;  
- a police statement in the case of vandalism, theft or robbery;  
- a certificate from the Rescue Board;  
- a list of damaged property;  
- documents that evidence the costs incurred as a result of the loss event;  
- documents serving as proof of purchase, such as the original receipt;  
- other documents to ascertain the circumstances and extent of the loss event, if necessary.
Indemnification principles

We do everything we can to make the indemnification process quick and easy. We will advise you of our decision on indemnity within 10 days of ascertaining the circumstances and extent of the loss and of the receipt of all of the necessary documents regarding the loss event.

**Exception.** If the amount of loss or our indemnification obligation has not been fully ascertained, we will indemnify you for the part of the loss whose occurrence and amount have been proven. If criminal or civil proceedings have been initiated in relation to the insured event and such proceedings are important in respect of indemnifying the loss, we have the right to postpone making the decision on indemnification for the loss until the suspension or termination of the relevant proceedings.

We are entitled to choose the manner of compensation for damage.

If there is a dispute regarding our indemnification obligation or its extent, we can agree in writing about the appointment of an expert to carry out an expert analysis. The party who proposes naming the expert shall cover the expert analysis costs, unless agreed otherwise in writing.

If we delay in paying out the insurance indemnity, we will pay you default interest on the basis of the interest rate established in the Law of Obligations Act.

Once we have announced our decision on indemnification, both parties may cancel the Insurance contract within 31 days. The other party must be notified about the cancellation of the contract 31 days in advance.

**Structure**

Damage caused to a structure is indemnified on the basis of the reinstatement value of the property.

**Restoration.** Reconstruction of a structure means the restoration thereof to a condition similar to the condition it was in before the occurrence of the insured event. We do not consider the wear and tear of a structure when it is restored. 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 consent. Reconstruction is performed on the basis of a construction estimate. We are not obliged to make any pay-outs until the start of reconstruction. In the case of reconstruction, we pay out the indemnity according to completed work and the invoices issued for it. The structure must be reconstructed at the place of insurance.

**Monetary indemnity.** You may receive the indemnity in cash with our consent. In such a case, the estimated reinstatement value is the amount of the indemnity, and the amount corresponding to the physical wear and tear of the damaged structure before the occurrence of the insured event is deducted from the amount of the indemnity. The physical wear and tear of the structure before the occurrence of the insured event is determined by experts after it has occurred.
**Home contents**

In the case of the theft or robbery of or damage to home contents, we will indemnify the costs of repairs or reacquisition of a similar item.

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

**Exception.** If an insured object (e.g. a mobile phone, tablet or laptop) can be replaced under the replacement policy of the official reseller, we may replace the item instead of effecting repairs.

**Reacquisition.** We will indemnify the reacquisition cost if the insured object is not repaired or replaced. The value of the items when brand new as of the moment of reacquisition is considered when home contents are indemnified. The indemnity is paid based on items that are as similar to the destroyed items as possible, but not worse, for example the new version of the same model, if equivalent items are no longer sold. We have the right to supply you with an item that is as similar as possible in terms of its functions and appearance.

**Exception.** Works of art, valuables and antiques are indemnified at market value (i.e. the local sales price of the item).

**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 also be returned to us if it is found and returned to your possession after we have indemnified you. You must immediately return the insurance indemnity paid out to you if you do not wish to hand the insured item over to us.

**Additional expenses to be indemnified**

In the case of an insured event, we also indemnify the following additional costs.

**The rent for a temporary residence** is indemnified 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 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 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 rental income.** If you have leased out an insured building or apartment 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 no longer than 12 months. We will not indemnify the utilities payable, any default interest, contractual penalties or costs incurred in finding replacement residential premises for the lessee (incl. commission, brokerage or consultation fees).
Cost of demolition work and rubbish removal. We indemnify the costs of demolition and cleaning work and rubbish removal that are essential for the restoration of a damaged structure.

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

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

Expenses on loss limitation. We will indemnify the reasonable expenses you incur in preventing further loss in the case of an insured event. Such expenses are indemnified even if the measures taken did not yield the desired result.

Expert analysis costs. We will indemnify costs incurred in ascertaining the loss and the amount of loss. We will not indemnify the costs you incur in hiring an additional expert.

Liability insurance

What does liability insurance cover?

Liability insurance covers personal injuries and property damage caused by you to third parties for which you become liable.

Liability insurance covers claims arising from the possession of an insured structure and damage caused by a domestic animal at the place of insurance. Liability insurance also covers claims arising from other damage caused to third parties in the Republic of Estonia if the insurance contract includes home contents in addition to a structure. It does not extend to claims arising from the possession of structures located outside the place of insurance. Liability insurance does not cover the events listed as exclusions.

Damage 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 within two years of the end of the insurance period. The maximum amount of indemnity for damage is the sum insured under liability insurance specified in the policy. Please adhere to our instructions in the case of an insured event.

We will indemnify personal injuries and property damage that occurred during the insurance period.

Personal injury means a loss resulting from the death or physical injury of a person. We will indemnify the following:

- medical costs;
- decrease in income due to temporary or permanent incapacity for work;
funeral costs;
 maintenance indemnities.

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

We will indemnify you for **legal and procedural costs**. We will not indemnify legal costs resulting from the fact that you do not agree with our decision.

Authorisation for the insurer means your written authorisation permitting us to hold negotiations on your behalf in the case of an insured event. 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.

**Exclusions**

**We will not indemnify claims resulting from the following:**

- a loss suffered by you or your family members;
- a loss you have or a family member has caused intentionally or the loss caused by a third party with your approval, or if you were negligently indifferent towards such a loss being caused;
- a loss you have caused under the influence of alcohol or narcotic substances;
- a loss caused in the course of an attack or fight you initiated;
- a loss you are obliged to compensate under a contract or warranty;
- a loss caused to the property that 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 (incl. drones) powered by an engine;
- possession, use, ownership, lease or rent of a major source of danger;
- a loss subject to compensation pursuant to laws applicable in the Republic of Estonia;
- penalties and default interest and claims arising from their imposition;
- performance of duties or professional or economic activities;
- a loss indemnified under unemployment insurance or insurance against accidents at work;
- manufacture of products or provision of services;
- unauthorised representation;
- promise to pay, loss of income or unjustified enrichment;
- causing of vibration, warmth, odour, radiation, light, smoke, soot, dust, fume, humidity, gas or other similar long-term factors;
- air, earth or water pollution;
- freezing, sinking or movement of earth;
use or existence of asbestos;
- infection with a disease;
- causing non-proprietary damage;
- a loss caused by nuclear weapons, nuclear fuel, nuclear energy or radioactive substance or other source of radiation, and the explosion of nuclear or radioactive substance;
- a loss caused by political armed conflicts, acts of terrorism, rebellion, mass riots, strikes, interruptions of work, application of international sanctions or expropriation of property.

What to do if a loss event occurs

In the case of an event that could give rise to a claim, you must:
- immediately inform us of the possible claim and forward to us all of the information related to the insured event (incl. information on civil, administrative, criminal or misdemeanour proceedings related to the insured event);
- immediately deliver a written claim to us if you have received one;
- if necessary, provide explanations regarding the insured event and the claim;
- apply the 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 loss without our written consent.

Indemnification principles

If a claim is lodged, we will verify the circumstances forming the basis for such a claim, reject unfounded claims and indemnify 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 the part of the loss corresponding to your liability, but no more than the sum insured under liability insurance. We will indemnify legal costs in the same proportion.

Limitation of claims

The limitation period of claims arising from the Insurance contract shall be three years. The limitation period is calculated as of the end of the calendar year in which the claim becomes collectable.
Notices

Any and all notices that you are required to send pursuant to the Insurance contract or legislation as well as any and all certificates and consent related thereto shall be sent to our e-mail address or regular mail address that we have provided to you or forwarded via the Swedbank Internet Bank.

Any documents related to the policy and the insurance contract and all of the notices we must send you according to the insurance contract or legislation will be made accessible to you via the Swedbank Internet Bank, or sent to your e-mail address or regular postal address that you have provided to us. If you have provided us with your mobile phone number, we may forward notices via text messages.

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. Any and all notices of a general nature are published on the website www.swedbank.ee or communicated via the 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

Upon processing your personal data, we will follow the principles of processing personal data which are available on the website www.swedbank.ee under “Bank Conditions” or in any Swedbank AS branch.

Complaints handling

Please let us know if you are not satisfied 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 you would like additional explanations, you have the right to apply for a revision of the decision. Send us a written application setting out your opinions concerning the decision and we will reply within 10 days.

You have the right to file complaints regarding our activities with extra-judicial bodies (e.g. the Consumer Protection Board or the Financial Supervision Authority). 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. More information on the procedure for the resolution of complaints and bodies resolving complaints is available in the ‘Procedure for Processing Customer Complaints’ at www.swedbank.ee/tingimused.

The Financial Supervision Authority (postal address: Sakala 4, Tallinn 15030, e-mail: info@fi.ee) exercises supervision over our activities.