

These insurance terms and conditions specify the scope and terms and conditions of the insurance cover specified in the device insurance contract concluded between the policyholder and the insurer. The Law of Obligations Act and other legislation shall be followed in any matters not covered by the insurance contract.

## 1. THE INSURER, THE POLICYHOLDER AND THE INSURED PERSON

- 1.1. The insurer is Compensa Vienna Insurance Group, ADB Estonian branch (hereinafter the insurer or Compensa).
- 1.2. Warranty Insurance OÜ is the representative of Compensa in the conclusion, amendment and termination of contracts and loss adjustment based on these terms and conditions.
- 1.3. The policyholder is a person who has an insurable interest, and has concluded an insurance contract with Compensa and has the obligation to pay insurance premiums to Compensa. The insurer has the obligation to explain to the insured person their rights and obligations arising from the insurance contract.
- 1.4. The insured person is the person who purchases the insured item.
- 1.5. Only the policyholder has the right to receive an insurance indemnity from the insurer. The insured person can only apply for the insurance indemnity through the policyholder.
- 1.6. People who use the insured item with the permission of the insured person (e.g. employees or family members of the policyholder or other persons having the right to use the insured item) are treated as being equal to the insured person. The insured person is responsible for their conduct in the performance of obligations arising from the insurance contract as if it were their own.

## 2. INSURED ITEM

The insured item is the device listed in the insurer's insurance certificate.

## 3. INSURED EVENT

- 3.1. An insured event is an unexpected and unforeseen event taking place during the term of the insurance contract in relation to the policyholder and the insured person, as a result of which the insured item is damaged or destroyed, given that the event/damage has not been listed as an exemption in clause 4 of these terms and conditions. In the case of an insured event, a compensation obligation arises for Compensa in cases and in the extent provided in the insurance contract.
- 3.2. An insured event is:
  - 3.2.1. device warranty;
  - 3.2.2. device protection.
- 3.3. **An insured event of device warranty** is a production defect of the insured item, which is revealed in the regular use of the item during the

insurance period.

- 3.4. **An insured event of device protection** is unexpected and unforeseen burglary, robbery or sudden and unforeseen damage or destruction of the insured item due to circumstances not covered by the exemptions provided in the insurance contract.
  - 3.4.1. In addition to the exemptions provided in Clause 4, Compensa device protection does not cover damages in insured events that are caused by:
    - 3.4.2. robbery not involving the use of physical violence or direct and actual threat of it;
    - 3.4.3. theft without breaking into a locked building, room or vehicle;
    - 3.4.4. the insured item being left in a vehicle or other visible location or left in an unlocked room or storage area, or left in a building without residents or surveillance or left in an auxiliary building or room;
    - 3.4.5. an internal fault. The damage or destruction of an insured device is only regarded to be an internal fault when not caused by an external factor;
    - 3.4.6. bending, scratching and/or loss of aesthetic/marketable appearance, when it does not prevent the future use of the property for its intended purpose and its working state.

## 4. EXEMPTIONS

**Compensa does not reimburse damages related to the following circumstances or objects:**

- 4.1. damage arising from circumstances or events that were known or should have been known to the policyholder and/or the insured person before the conclusion of the insurance contract;
- 4.2. damage for which the producer or seller of the device is responsible;
- 4.3. damage that has been caused by the policyholder and/or the insured person deliberately;
- 4.4. damage caused by the insured person while committing a crime;
- 4.5. damage caused by force majeure;
- 4.6. damage to be reimbursed based on obligatory or compulsory insurance;
- 4.7. not using the insured item for its intended purpose or in violation of the manufacturer's guidelines, incl. faulty or deficient connecting or installation, cleaning, maintenance or repairs;
- 4.8. exceeding the working cycle stated in the manufacturer's instructions, etc.;
- 4.9. using a spare part, auxiliary equipment or materials that are defective, incorrect or not certified by the manufacturer; modifications not authorised by the manufacturer;

- 4.10. damages related to a strike, lock-out, industrial action, rebellion, war, civil war, invasion, martial law, coup, civil unrest, state of emergency, revolution, nationalisation, confiscation, expropriation, establishment of preventive measures, act of a foreign enemy, robbery, looting, terrorism, cyber attack, natural disaster, or the destruction or loss of the possession or ownership of the insured item;
- 4.11. damages resulting from long-term factors causing deterioration: wear, mould, mould fungus, waste water, decay, corrosion, moisture, dust, smoke, soot, noise, light (excl. damages arising from unexpected and unforeseen events like a fire);
- 4.12. details, parts and components of the insured item, that are replaced during the regular use of the device, like drills, chains, bit inserts, electrical bulbs, filters, cassettes, ribbons, drums, consumables, rechargeable battery, batteries, chargers and other similar items;
- 4.13. repairs, maintenance, installation, disassembly and transport carried out by third persons or unauthorised enterprises;
- 4.14. damage that could have been caused by the regular usage of the object and its gradual deterioration or damage;
- 4.15. long-term accumulation of water or steam condensate, careless use or storage of the device;
- 4.16. inability to use the insured device, incl. costs and inconvenience related to using a replacement item during the repairs of the device;
- 4.17. third item left in the insured item (e.g. flash drive) or data saved in the insured item or its damage/destruction;
- 4.18. viruses or spyware, as well as operational faults or software-related faults;
- 4.19. damage to the insured item under unknown or unidentified circumstances (e.g. time, place);
- 4.20. if the insured item was used for business purposes (provision of service with the insured item, its rental or loaning);
- 4.21. the serial number or IMEI code of the insured item has been changed, it has been removed or cannot be identified.

**5. RELEASE OF THE INSURER FROM THE OBLIGATION TO PERFORM THE INSURANCE CONTRACT**

**Compensa shall be partially or fully released from the obligation to perform the insurance contract if:**

- 5.1. The policyholder or the insured person has willingly or due to gross negligence violated at least one obligation provided in the insurance contract and such violation has an impact on the occurrence or size of the damages or establishing the extent of the damages;

- 5.2. The policyholder or the insured person has knowingly presented false data on the circumstances of the damages or the extent of the damages;
- 5.3. The insured event has taken place due to the intention or gross negligence of the policyholder/insured person or a person considered equivalent to them;
- 5.4. By the insured event, the insured person facilitated a crime or an attempted crime;
- 5.5. The policyholder or the insured person waives their rights against the person who caused the damages or, if the realisation of Compensa's right of recourse is rendered impossible by the policyholder or the insured person (the term of the claim is exceeded, required documents are not presented), or if the circumstances of the insured event cannot be identified or they have not been established by the policyholder in a manner that they can be identified;
- 5.6. The damages have been reimbursed by a third person.

**6. INSURANCE PERIOD AND COVERED LOCATION**

- 6.1. The insurance period is the period of time stated in the insurance contract.
- 6.2. The insurance period is the validity period of the device protection and/or device warranty as stated in the insurance certificate.
- 6.3. The insurance cover only applies to insured events that take place during the validity of the insurance period.
- 6.4. Insurance coverage shall terminate:
  - 6.4.1. on the final date of the insurance cover as stated in the insurance certificate;
  - 6.4.2. if the insured item is replaced following an insured event or by the manufacturer during the warranty period;
  - 6.4.3. in other situations that, based on the Law of Obligations Act, constitute grounds for the ending/termination of the insurance contract.
- 6.5. The covered location is the territory or area agreed in the insurance contract, where the insured event must take place in order for the insurer to have the respective obligation of the performance of the insurance contract. If the covered location has not been stated in the insurance contract, the covered location is the whole world.

**7. DEDUCTIBLE**

The deductible is the sum of money agreed on the insurance certificate that is to be covered by the policyholder/insured person in the case of each event.

**8. THE RIGHTS AND OBLIGATIONS OF THE POLICYHOLDER AND THE INSURED PERSON**

- 8.1. The policyholder has the right to demand an explanation of the following terms and conditions from the insurer.

**The policyholder and the insured person have the obligation to:**

- 8.2. explain the rights and obligations arising from the insurance contract to all people treated equally to policyholders/insured persons, as well as persons working under the policyholder/insured person whom the policyholder/insured person uses in their business activities;
- 8.3. do all they can to prevent an insured event and reduce the potential damages, i.e. be diligent, follow the legislative acts and relevant guidelines, good practices and safety requirements and special conditions arising from the insurance contract;
- 8.4. prevent any increase in the likelihood of insured risk;
- 8.5. in the case of a theft of the keys or security code of the building or other site where the insured item is stored, to ensure manned or equivalent protection of the insured item until the locks or codes have been replaced;
- 8.6. immediately apply measures to avoid any increase in damage and reduce any possible damage;
- 8.7. report the insured event to Compensa as soon as possible in a format that can be reproduced in writing;
- 8.8. report the events immediately:
- 8.8.1. to the police, in the case of a violation of the law;
- 8.8.2. the rescue board in the case of a fire or an explosion;
- 8.8.3. in other cases, to the competent authority or person;
- 8.8.4. to the loss adjustment contact provided in the insurance contract;
- 8.9. assist Compensa in establishing the circumstances necessary for loss adjustment and the collection of relevant evidence, if necessary issuing a letter of authorisation to Compensa;
- 8.10. notify Compensa as soon as possible in a format that can be reproduced in writing of the damages being reimbursed by a third person or the damage claim presented to Compensa being revoked.

**9. COMPENSA'S RIGHTS AND OBLIGATIONS**

**Compensa has the right to:**

- 9.1. if necessary, involve third persons in the loss adjustment.

**Compensa has the obligation to:**

- 9.2. present the documents related to the insurance contract before the conclusion of the insurance contract by means of a reference on the quote and/or the insurance certificate (e.g. a link to the respective website):
- 9.3. register the notice of damage and introduce the procedure for resolving the insured event and compensating for the damage to the policyholder;
- 9.4. when damages are reported by the policyholder, to start processing the insured event immediately, establishing the amount of damages to be reimbursed;
- 9.5. make a decision on compensation for damages or refusal to do so within 10 business days at the latest as of the receipt of all required documents and identification of the amount of damage and the circumstances related to its occurrence;
- 9.6. notify the policyholder/insured person immediately, if additional materials or evidence is needed to establish the damages and/or their extent;
- 9.7. notify the policyholder/insured person immediately after making the decision to decline the reimbursement of the claim or reduction of the insurance indemnity, indicating the reason and basis for declining or reducing the insurance indemnity;
- 9.8. carry out the reimbursement according to the terms and conditions of the insurance contract.
10. **INSURANCE INDEMNITY, MEANS AND PROCEDURE OF COMPENSATION**
- 10.1. The amount of indemnity per insured event is limited by the sum insured.
- 10.2. The damages are reimbursed by means of either repair or replacement. Compensa does not pay monetary compensation.
- 10.3. The means of reimbursing the damage (repair or replacement) is determined by Compensa.
- 10.4. Compensa reimburses the cost of repairing the insured item directly to the repair shop that repaired the insured item, which the policyholder has previously agreed with Compensa.
- 10.5. If repairing the insured item is not economically reasonable or not possible due to other reasons, Compensa arranges the replacement of the insured item with an equivalent one.
- 10.6. Compensa reimburses the damages when the insured person produces the purchase documents of the insured item and information on the reasons and circumstances of the loss event, police documents in the case of a theft or robbery of an insured item and other document related to the case that are necessary for establishing the insured event and/or the amount of the damages.
- 10.7. After the insurance indemnity is paid out, the policyholder's/insured person's right of claim for the occurrence of damages against the person

- responsible is transferred to Compensa in the extent of the insurance indemnity paid. If requested by Compensa, the policyholder/insured person must transfer the ownership right or right of claim by written agreement.
- 10.8. The policyholder/insured person has the obligation to return the insurance indemnity to Compensa as soon as possible, when circumstances precluding the reimbursement have appeared after the damages have been reimbursed or the damages have been reimbursed by a third person.
- 10.9. If the policyholder/insured person gets stolen property back into their possession after receiving the insurance indemnity, the returned item must be given to the possession of Compensa or the insurance indemnity is to be returned.
- 11. PROCESSING OF CUSTOMER COMPLAINTS AND RESOLUTION OF DISPUTES**
- 11.1. Any disputes arising from the insurance contract are attempted to be resolved by means of agreement and, if an agreement is not reached, the parties have the right to go to court.
- 11.2. If the policyholder/insured person is not satisfied with the activities of Compensa, they have the right to file a claim to Compensa. Client's expression of dissatisfaction presented in a format that can be reproduced in writing is registered as a complaint. Compensa notifies the client of their term of answering the complaint as soon as possible.
- 11.3. In order to resolve disputes, the policyholder may approach the conciliation body of the Estonian Insurance Association based on the procedural code of the said body.
- 12. NOTIFICATION FORMAT**
- 12.1. All notices between the parties to the insurance contract that are necessary for the performance of the contract are presented in a format which can be reproduced in writing.
- 12.2. Compensa has the right to record the telephone calls related to the performance of the insurance contract.
- 13. DATA PROCESSING AND PROTECTION**
- 13.1. Compensa processes personal data in accordance with the legislation. Compensa has the right to process the policyholder's data to assess the risk and to prepare, conclude and fulfil the insurance contract.
- 13.2. With their request to conclude an insurance contract or conclusion of an insurance contract, the policyholder grants their full and unconditional consent to process the policyholder's personal data for the conclusion, amendment and performance of the insurance contract, incl. the person's age, residence, contact details, job, position, business activity, relationships, hobbies, insurance and loss history, as well as sensitive personal data, incl. data on the client's state of health or disability, data on committing or being a victim of a crime.
- 13.3. The policyholder authorises Compensa to source the said data from third persons. The policyholder grants Compensa the right to forward the personal data to all third persons related to the conclusion, amendment and performance of the contract, incl. re-insurers, treatment facilities, providers of printing service, doctors, postal and direct mailing service providers.
- 13.4. Compensa has the right to forward client's data to third persons whom they use in fulfilling their obligations (authorised employees). Information on the authorised employees is provided on Compensa's website: [www.compensa.ee](http://www.compensa.ee).
- 13.5. Compensa has the right to issue a copy of the insurance policy/insurance certificate to the insured person and the pledgee of the insured item. Compensa has the right to disclose information related to a loss event to a government body in whose competence the proceedings of the loss event is.
- 13.6. The policyholder agrees that Compensa uses the client data for offering additional insurance services to the policyholder and marketing information on the said services.
- 13.7. The policyholder has the right to obtain information from Compensa on the personal data and their use at any time and demand the correction of incorrect data, and demand the ceasing of the processing of personal data from Compensa, unless otherwise provided by the law.
- 13.8. Compensa retains the personal data for as long as is necessary for fulfilling the objectives of client data processing or performing the objectives arising from the legislation, also taking into account the term of expiry of claims arising from the contract.
- 14. CONTRADICTIONS**
- In the case of any contradictions in the documents of the insurance contract, the following hierarchy of documents will be used in their interpretation, where each preceding document shall prevail over the next one: special terms and conditions – insurance certificate – terms and conditions of device insurance.
- In the case of any disputes, the terms and conditions of device insurance compiled in Estonian will always be taken as the basis.