

## PRINCIPLES OF PROCESSING PERSONAL DATA AT SALVA KINDLUSTUSE AS

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### 1. GENERAL

- 1.1. At Salva Kindlustuse AS ('Salva'), the processing of personal data of the clients and other persons communicating with Salva shall be based on these Principles of Processing Personal Data ('the Principles').
- 1.2. The Principles specify how Salva can use personal data and provide information on important issues related to the use of personal data.
- 1.3. The Principles shall be applied to the processing of all data of natural persons as well as to client relationships that were initiated before the enforcement of the Principles.
- 1.4. Additional or more detailed requirements for the processing of client data may be provided by the agreement concluded with the client.
- 1.5. In matters not regulated by the Principles, the processing of personal data by Salva shall be based on the relevant legislation of Estonia and the European Union, in particular the Personal Data Protection Act, the GDPR<sup>1</sup>, the Insurance Activities Act, and the instructions of the supervisory authorities.
- 1.6. The Principles shall not be applied to the services or the Internet environments of other companies, even if they are available to data subjects through the Salva website or the e-environment. Salva shall not be responsible for the privacy policies of such websites.

### 2. DEFINITIONS

- 2.1. **Data subject** means any natural person whose data is processed by Salva. As a rule, the data subject is a client.
- 2.2. **Client** means the person (policyholder, insured person, beneficiary, injured party) to whom Salva provides the insurance services or who has contacted the insurer for the purpose of using the services.

- 2.3. **Personal data** means any information about an identified or identifiable natural person, which has generally become known to the insurer during the provision of insurance services. The Principles shall also be applied to the personal data of all natural persons involved in vocational and professional activities (e.g. employees of a company or an organisation).
- 2.4. **Client relationship** means the legal relationship between Salva and the client that occurs when the client is using or has used any service provided by Salva.
- 2.5. **Third person** means any natural or legal person other than the data subject, Salva or the processor or the person who can process the data directly under the responsibility of the controller or the processor.
- 2.6. **Processing of client data** means any act performed with client data, including the collection, recording, organisation, storage, alteration, disclosure, granting access to personal data, consultation and retrieval, use of client data, communication, cross-usage, combination, closure, erasure or destruction of client data or several of the aforementioned operations, regardless of the manner in which the operations are carried out or the means used.
- 2.7. **Salva** means Salva Kindlustuse AS, registry code 10284984, address Pärnu mnt 16, Tallinn 10141, telephone 6800500, e-mail salva@salva.ee.
- 2.8. **Controller** means Salva. Salva as the controller shall determine the objectives and requirements for the processing of personal data.
- 2.9. **Processor** means a natural or legal person who processes personal data on behalf of Salva Kindlustuse AS. In particular, these include service providers of Salva (e.g. agents providing insurance mediation services, companies providing loss adjustment, IT development and administration, postal and courier services, and medical advisers) who are contracted to process personal data.  
  
The list of insurance agents providing insurance agent services to Salva is available on the website of the Financial Supervision Authority: <https://www.fi.ee/index.php?id=1998&string=&selts=26>

### 3. GENERAL PRINCIPLES OF PROCESSING PERSONAL DATA

- 3.1. **Principle of legality** – processing of personal data at Salva is based on the requirements of the GDPR, the Insurance Activities Act, the Money Laundering and Terrorist Financing Prevention Act, the Personal Data Protection Act, other relevant legislation, these Principles and the General Terms and Conditions of Salva Kindlustus, as well as contracts concluded for the provision of insurance services.

<sup>1</sup> Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard

to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

- 3.2. **Principle of purposefulness** – Salva uses personal data in the manner specified by the Principles, and solely for the purpose for which Salva has collected these data and to the extent necessary to fulfil that purpose. Salva does not process personal data in a manner that is not consistent with the purpose of the processing.
- 3.3. **Principle of minimalism** – personal data is collected by Salva only to the extent necessary for the achievement of determined purposes.
- 3.4. **Principle of data quality** – Salva takes any means necessary to ensure that the personal data processed by Salva are correct and up-to-date. Salva has the right to correct inaccurate data and to delete unnecessary data, if necessary.
- 3.5. **Principle of restricted use** – personal data can be used for other purposes only with the consent of the data subject or with the permission of competent authorities.
- 3.6. **Principle of security** – Salva implements organisational, physical and IT-related security measures to protect personal data and monitor the processing of personal data.

#### 4. COMPOSITION OF PERSONAL DATA

- 4.1. Salva is required to process the following general personal data for the provision of insurance services:
  - 4.1.1. Personal data, including information on identity (name, surname, personal identification code, date of birth, residency, citizenship, data of an identity document, communication language), for the identification of a person and the provision of client services;
  - 4.1.2. Contact details of the data subject or his/her authorised person or contact person (including numbers of communication devices, address, e-mail address, preferred communication channel, etc.) for the provision of contract-related information and the transmission of offers based on the respective consent;
  - 4.1.3. Client relationship data:
    - 4.1.3.1. Information regarding the use of Salva's services;
    - 4.1.3.2. Detailed information on contracts entered into and terminated by the client, orders submitted and client contacts;
    - 4.1.3.3. Information on performance and breach of contracts;
    - 4.1.3.4. Invoices and related information (e.g. payment details, etc.);
    - 4.1.3.5. Information on the existence or absence of legal succession;
    - 4.1.3.6. Data provided by the data subject through the website;
    - 4.1.3.7. Information on the use of the website, its services and functionalities, and data collected through cookies;
    - 4.1.3.8. Information on client's management rights;
    - 4.1.3.9. Information on client's payment discipline and arrears;
    - 4.1.3.10. Information received through social media channels (e.g. client's feedback in Facebook);
  - 4.1.4. Current account details;
  - 4.1.5. Data on legal proceedings, fraud and crimes;
  - 4.1.6. Information available to the public on the Internet for adopting decision on the conclusion or performance of an

insurance contract and in respect of recourse claims (e.g. public registers and data published on the Internet).

- 4.2. If this is due to the nature of the insurance contract, Salva also processes data related to:
  - 4.2.1. Immovable assets to be insured by the person (address, type, material, age, furnishing, equipment, availability of the alarm system and security services, use, and inhabitants, photos, etc.);
  - 4.2.2. Insured devices or other items (e.g. make, model, cost, etc.);
  - 4.2.3. Insured vehicles or machines (registration plate, vehicle type, model, characteristics, history of driving, risk data, photos, etc.);
  - 4.2.4. Origin and cost of the client's assets (e.g. in luggage insurance);
  - 4.2.5. Travel (travel route, destination, way of travel, airline tickets, baggage details, etc.);
  - 4.2.6. Client's family and household;
  - 4.2.7. Client's pets;
  - 4.2.8. Other valid insurance policies of the client;
  - 4.2.9. Financial information of the client (income, payments made by the unemployment fund, etc.);
  - 4.2.10. Client's hobbies (sports, extreme sports, horse riding, etc.);
  - 4.2.11. Client's job;
  - 4.2.12. Document data (passport, ID card, driving license, certificate of inheritance, birth certificate, etc.).
- 4.3. In certain cases, it is also necessary for Salva to process a specific type of personal data:
  - 4.3.1. Health information (previous and current health status, injuries, disabilities or hereditary diseases, provided medical services, medicines, pregnancies, image data (X-ray, ultrasound, etc.);
  - 4.3.2. Data on work ability and loss of capacity for work.
- 4.4. Data on third persons, if it is necessary for deciding on the conclusion and performance of a contract concluded with the client. In this case Salva shall process the data only to the extent necessary to achieve the above objectives.
- 4.5. The list of processed personal data mentioned in this section is not exhaustive and Salva may process the data not included in the list, if it is necessary for the conclusion or performance of a specific insurance contract.

#### 5. SOURCES OF PERSONAL DATA

Salva shall collect personal data from different sources depending on the reason for the communication. Sources of personal data shall include:

- 5.1. Data subject when communicating with Salva by submitting inquiries, applications or requests;
- 5.2. Client when submitting data for obtaining insurance offers, for the conclusion of a contract and for receiving insurance benefits;
- 5.3. Authorised or legal representative of the data subject – in certain cases, the authorised or legal representative of the data subject provides personal data necessary for the submission of inquiries, applications and requests or for the conclusion or performance of the contract;

- 5.4. Data received through client service or website;
  - 5.5. Public data available on the Internet or through social media channels;
  - 5.6. Data and documents provided by the insurance agent or broker;
  - 5.7. Information and documents issued by travel agencies;
  - 5.8. Repair companies;
  - 5.9. Companies selling the insured items;
  - 5.10. Cookies on the web;
  - 5.11. Employer of the client or other institution;
  - 5.12. Cooperation partner, other insurance company, expert body, police or other public authority;
  - 5.13. Foreign correspondent upon the occurrence of a loss event in a foreign state;
  - 5.14. Information and documents issued by the Estonian Social Insurance Board;
  - 5.15. For certain classes of insurance, the health care professional or the health care institution who has examined or treated the client or the Estonian Health Insurance Fund who is required to provide any health data of the client (e.g. medical history, results of examinations, diagnoses, prescribed treatment, etc.) at the request of Salva;
  - 5.16. In some cases, a state or local government agency;
  - 5.17. National registers and other databases – population register, traffic register (including database of driving licenses and other documents proving the right to drive), land register, construction register, lists of persons subject to international sanctions, database for the assessment of work ability and work ability allowance, register of the Estonian Traffic Insurance Fund of motor third party liability insurance policies, police proceedings information system POLIS etc.;
  - 5.18. Other sources, if necessary. If personal data is not collected from public databases, Salva shall require the data transferor to have the transferred personal data collected lawfully;
  - 5.19. Recordings of communication devices (e.g. telephone, computer network);
  - 5.20. In order to send e-mails to the data subject, Salva can use IT-techniques that allow Salva to process information related to the reading of e-mails sent by Salva to the client and the use of included links;
  - 5.21. Information available to the public (e.g. data obtained from various search engines) and data obtained from third persons, if these have been transferred to Salva in accordance with the requirements of the law.
- 6. LEGAL BASES AND OBJECTIVES OF THE PROCESSING OF PERSONAL DATA**
- 6.1. **Performance of a contract or ensuring the performance of a contract** – Salva may process personal data on the basis of legislation, without the client's consent, for performance of a contract or for ensuring the performance of such contract in accordance with Article 6 (1) (b) of the GDPR, in order to provide the best possible insurance service to its clients. On this legal basis, Salva shall process personal data of its clients for the following purposes:
    - 6.1.1. Identification of the client and his/her representative;
    - 6.1.2. Provision of services to clients, communication with clients, provision of information and notifications;
    - 6.1.3. Determination of the client's insurable interest;
    - 6.1.4. Operations preceding the conclusion of contract and the issuance of insurance policy, if the policyholder has submitted an application for the conclusion of an insurance contract and the conclusion of the contract requires the performance of these operations;
    - 6.1.5. Assessment of insurance risks, making an offer in accordance with the client's insurable interest, conclusion of a contract;
    - 6.1.6. Contract management. To this end, Salva may verify the performance of the contract, update the data collected from the client, compile lists of client data analysed on various bases (including debtors' list), collect debts, etc.;
    - 6.1.7. Accounting for contractual payments, preparation and sending of notices and invoices to the client;
    - 6.1.8. Sending to the client the notices relating to the contract and/or insurance services, which does not require the use of data for marketing purposes;
    - 6.1.9. Documentation of business and service activities and exchanging of business information (including for the provision of such data to auditors for auditing the activities of Salva);
    - 6.1.10. Assessment and prevention of possible business risks or losses related to the provision of services;
    - 6.1.11. Reinsurance of insured risk;
    - 6.1.12. Mitigation of risks and preparation of reports;
    - 6.1.13. Handling of loss events or complying with requirements arising from law;
    - 6.1.14. Proof and/or reproduction of client's orders and operations;
    - 6.1.15. Ensuring the performance of contract;
    - 6.1.16. Protection of infringed or disputed rights of Salva and recovery of arrears (including the transference of data related to the breach of contract and/or arrears by Salva to individuals, lawyers and other persons who are providing the collection service and have been authorised to process the relevant data by Salva);
    - 6.1.17. Protection of its rights, including transferring data to a legal advisor and dispute resolution authority (insurance conciliation body, court, etc.).
  - 6.2. The list provided in Section 6.1 on the use of data for the performance of a contract and for ensuring the performance of a contract is not exhaustive. This means that Salva may, for the performance of a contract and for ensuring the performance of a contract, also use the data for the purposes not specified in Section 6.1, if necessary.
  - 6.3. When using the service, the client can not deny the use of the data for the purposes specified in Section 6.1, as it would render impossible the provision of the service to the client.

- 6.4. **Legitimate interest** – Salva shall process personal data on the basis of legitimate interest, in accordance with Article 6 (1) (f) of the GDPR, in the following cases:
- 6.4.1. It is necessary to prevent offences or damages;
  - 6.4.2. For the purpose of strengthening IT systems or security of payments;
  - 6.4.3. To develop business activities and develop new insurance services (to this end, various data analysis, market research, customer surveys, etc. are carried out);
  - 6.4.4. To detect, investigate and prevent insurance-related crime (e.g. fraud and money laundering) and to manage other business risks;
  - 6.4.5. For the purpose of bringing recourse claims;
  - 6.4.6. In certain cases for direct marketing purposes.
- 6.5. The list provided in Section 6.4 on the use of data for legitimate interest purposes is not exhaustive. This means that Salva may, on the basis of legitimate interests, also use the data for the purposes not specified in Section 6.4, if necessary, except where the legitimate interests of Salva are overridden by the interests of the data subject.
- 6.6. **Compliance with a legal obligation** – Salva shall process personal data for compliance with a legal obligation in accordance with Article 6 (1) (c) of the GDPR:
- 6.6.1. For the performance of duties and rights provided by the Insurance Activities Act, the Money Laundering and Terrorist Financing Prevention Act, the Personal Data Protection Act, the Accounting Act and other legal acts regulating the activities of the insurer.
- 6.7. The list provided in Section 6.6.1 on the use of data for the compliance with a legal obligation is not exhaustive. This means that Salva may also process the data for compliance with a legal obligation not specified in Section 6.6.1, if necessary.
- 6.8. **Processing of personal data with the consent of the data subject** – in certain cases, Salva shall process personal data on the basis of a consent given by the data subject upon the conclusion of the insurance contract or on the basis of another indication of the data subject's wishes (e.g. confirmation in the online environment) in accordance with Article 6 (1) (a) of the GDPR:
- 6.8.1. Before the conclusion of an accident insurance contract, Salva may personally assess the insurance risk, which requires data on the client's state of health. In this case, Salva will seek explicit consent from the client. An insurer is not obliged to enter into an insurance contract if it does not consider the insurance risk to be acceptable;
  - 6.8.2. Client's contact details for direct marketing purposes;
  - 6.8.3. On the basis of the consent of the data subject, Salva may forward to the client via telephone, e-mail, SMS and e - channels various Salva's marketing communications (newsletter, campaign offers, consumer games, satisfaction surveys, holiday wishes and congratulations, invitation cards to client events) as well as carefully selected offers from Salva's cooperation partners. On the basis of a specific consent, Salva may also forward insurance offers and provide insurance advice through telephone, e-mail, SMS and other e-channels. Offers may be based on decisions taken by Salva's information systems in the absence of a natural person (automated processing). Client has the right to request a review of the decision if he/she does not agree with the offer or the underlying data.
- 6.9. Client has the right to withdraw the consent specified in Section 6.8 at any time, as well as to refuse any advertisements and offers, by informing Salva thereof. Information about the possibility to refuse the advertisements and offers shall also be included in each offer or advertisement transmitted electronically.
- 6.10. General and promotional information on services provided by Salva as well as information related to the performance of the contract (e.g. notification of debt, notification of new tariffs, etc.) shall not be considered as personal offers and advertisements. Client cannot refuse to receive such information.
- ## 7. AUTOMATIC DECISIONS AND PROFILING
- 7.1. Profiling is an automatic way of processing personal data. Salva uses profiling and data modelling, inter alia, to provide services that meet client's preferences, to prevent money laundering, to set prices for services, to detect fraud and fraud risks, to assess the likelihood of client's non-performance of payment obligation or leaving the business, or to pursue marketing objectives.
- 7.2. In case of automatic decision-making, Salva uses its systems to make decisions based on the information that Salva has about the client. For example, automatic decisions are used to calculate insurance premiums. This decision-making process enables Salva to make decisions quickly, fairly, efficiently and correctly.
- 7.3. Data subject has the right to have a direct personal contact, to express his/her views to Salva and to challenge automatic decisions.
- ## 8. PROCESSING OF PERSONAL DATA WHEN APPLYING FOR A JOB
- 8.1. Salva uses the information published by the applicant and any data collected from public sources.
- 8.2. Salva expects that it may contact the persons referred by the applicant and ask additional questions about the applicant.
- 8.3. In assessing the eligibility of an applicant for a managerial position, the requirements of legislation or the guidelines of competent authorities shall also be taken into consideration.
- 8.4. Each applicant has the right to know what information has been collected about him/her, and has the right to access the information collected and to provide explanations or objections. The data of other applicants shall not be disclosed.
- 8.5. Data on unsuccessful applicants shall be deleted immediately, unless a longer period has been agreed with the applicant for storing the data. In this case, the data shall be stored on the basis of consent until the agreed deadline.
- ## 9. STORAGE AND SECURITY OF PERSONAL DATA
- 9.1. Salva shall use necessary organisational, physical and IT-related security measures to ensure the integrity, availability and confidentiality of data. These measures

include the protection of employees, information, IT infrastructure, corporate and public networks, as well as office buildings and technical equipment. The purpose of security activities is to implement the appropriate level of information protection, mitigation of risks and prevention of threats.

- 9.2. Employees of Salva are subject to data confidentiality and protection requirements and they are responsible for meeting their obligations.
- 9.3. Employees of Salva shall only have access to personal data that is necessary for the performance of duties of the relevant employee.
- 9.4. All processors of personal data shall be selected carefully and are required to ensure confidentiality and comply with the requirements for the protection of personal data.
- 9.5. Salva's processors are required to ensure that their employees are subject to the same rules and are responsible for meeting the requirements for the processing of personal data.
- 9.6. Salva has the right to store client data for 10 years from the termination of the client relationship, i.e. after all contracts with the client have ended, unless a direct obligation to store client data for another period is provided by legislation.
- 9.7. In the event of personal injuries arising from motor TPL accidents, Salva has the right to store the data relating to the contract and loss event for 30 years from the occurrence of the loss event or for 10 years from the date of last payment related to the personal injury event.
- 9.8. If the contract is not concluded, Salva has the right to store the data provided for the conclusion of the contract for 18 months from making the insurance offer.

## **10. TRANSFER OF PERSONAL DATA**

- 10.1. Salva transfers client data (other than health data) to the following persons and the client does not consider it to be a breach of the confidentiality obligation:
  - 10.1.1. Persons and organisations involved in the performance of the contract (e.g. payment institution, e-invoice issuer, insurance broker, insurance agent, notary, reinsurer, provider of Salva car support service (autoabi), pledge holder, provider of translating, printing, communications and postal services);
  - 10.1.2. The keeper of national database if it is necessary to verify the accuracy of the client data and documents submitted to Salva and ensure their timeliness;
  - 10.1.3. Persons providing services to Salva (for instance, provider of the credit evaluation service, auditor, provider of IT services, provider of legal assistance, customer surveyor, etc.);
  - 10.1.4. Salva transfers, without the consent of the client, client data (also health data, if necessary) to persons to whom it can or should provide information on the basis of legislation, in particular:
    - 10.1.4.1. The Financial Supervision Authority for supervision purposes;
    - 10.1.4.2. Courts, pre-trial investigation authorities, prosecutor's office. Investigating authorities shall include the Police

Board, the Central Criminal Police, the Estonian Internal Security Service, the Estonian Tax and Customs Board, the Border Guard Board, the Competition Authority and the General Staff of the Defence Forces;

- 10.1.4.3. Tax authorities, bailiffs and other persons specified in legislation for performing duties assigned to them by legislation;
  - 10.1.4.4. Financial Intelligence Unit in cases specified by the International Sanctions Act and/or Money Laundering and Terrorist Financing Prevention Act;
  - 10.1.4.5. The Estonian Data Protection Inspectorate;
  - 10.1.4.6. The Estonian Traffic Insurance Fund;
  - 10.1.4.7. Trustees in bankruptcy, if the trustee in bankruptcy requests it in the bankruptcy proceedings initiated against the client or a person related to the client for the purpose of identifying the client's assets and liabilities;
  - 10.1.4.8. The insured person and/or beneficiary specified in the insurance contract, if they have submitted a respective inquiry about a specific insurance contract. If the beneficiary or the insured person has not been named in the contract, the information about the insurance contract shall not be transferred;
  - 10.1.4.9. The victim who has a right of claim against Salva under a liability insurance contract;
  - 10.1.4.10. Reinsurer;
  - 10.1.4.11. Registers (the traffic register);
  - 10.1.4.12. Commercial pledge holders;
  - 10.1.4.13. Upon request of the mortgagee, Salva has an obligation to provide the mortgagee with information about the existence of the insurance cover and the amount of the sum insured. In addition, Salva is obliged to transfer client data to a known mortgagee in the following cases:
    - 10.1.4.13.1. If an additional period has been given for the payment of the insurance premium;
    - 10.1.4.13.2. Upon cancellation of the insurance contract;
    - 10.1.4.13.3. Upon the occurrence of insured event;
  - 10.1.4.14. Lessors;
  - 10.1.5. If necessary, the client's health data shall be transferred to a medical adviser or a specialist doctor;
  - 10.1.6. An expert who conducts the examination.
- 10.2. Paper documents containing health data shall be sent by registered letter, hand delivery or courier. E-documents containing health data shall be transmitted in an encrypted manner via the secure file exchange centre of Salva, or if the data subject or another legitimate person has requested the transmission of e-documents in any other way, the data shall be transmitted in the requested manner. In the latter case, Salva shall not be responsible for the security of the transmission of personal data.
  - 10.3. The transmission of personal data, including health data, shall be documented (i.e. a motivated application must be submitted for the release of personal data, specifying the basis for the application, the purpose of the data use, the composition of the data and the justification). The application must be signed in person or digitally.

## 11. CROSS-BORDER TRANSFER OF PERSONAL DATA

- 11.1. In case of a health insurance loss event occurred in a foreign country, the health data of the client shall be transferred to SOS International in Denmark and, if necessary, to a foreign health institution.
- 11.2. Due to the nature of insurance service, Salva may in exceptional cases transfer personal data (including health data) to persons who are located in third countries (e.g. upon occurrence of health insurance loss event in case of travel insurance) for the performance of the insurance contract.

## 12. CLIENT'S RIGHTS IN THE PROCESSING OF PERSONAL DATA

- 12.1. **Right to access personal data.** Client has the right to receive information on whether Salva is processing his/her data. In case the client's personal data is processed, the client has the right to access his/her data.
- 12.2. Salva may refuse to comply with the client's request for access, if it may:
  - 12.2.1. Harm the rights and freedoms of another person,
  - 12.2.2. Hinder the prevention of crime or the capture of a criminal;
  - 12.2.3. Make it difficult to determine the truth in criminal proceedings.
- 12.3. **Right to rectify personal data.** Client has the right to request Salva to correct incorrect data and supplement the incomplete data.
- 12.4. **Right to delete personal data (right to be forgotten).** In some cases, the client has the right to request the deletion of personal data and to withdraw the consent given for the processing of personal data. Client has this right if Salva does not need personal data for the purposes for which it was originally collected, or if the client withdraws the consent necessary for the processing of personal data.
- 12.5. Personal data shall not be deleted if:
  - 12.5.1. The processing of data is required by legislation;
  - 12.5.2. This data is necessary for the preparation or submission of legal claim or for answering such a claim;
  - 12.5.3. This data is necessary for the performance of a contract concluded with the client or for ensuring the performance of the contract;
  - 12.5.4. This data relates to arrears or insurance fraud.
- 12.6. If there is no need to process personal data, Salva shall delete such personal data without the respective request from the client.
- 12.7. **Right to restrict the processing of personal data.** Client has the right to require the restriction of the processing of personal data upon the existence of separately provided presumptions. However, the right to restrict the processing shall not apply to situations where the processing of personal data is performed for preparing, presenting or defending legal claims or for the protection of the rights of another natural or legal person or in connection with important grounds of public interest of the Union or of a Member State. Salva shall inform the data subject before stopping the restriction of processing.
- 12.8. **Right to transfer personal data.** If the processing of personal data is subject to a consent or a contract, the

client is entitled to receive personal data submitted by him/her to Salva in a structured and commonly used format. Furthermore, the client has the right to require the transmission of these data directly to another controller.

- 12.9. **Right to object to the processing of personal data** if the processing is based on legitimate interests of Salva or the processor. In this case, the client has the right to object to the processing of personal data for marketing purposes and to the profiling on the basis of personal data at any time.
- 12.10. **Data subject has the right to claim compensation for direct material damage** caused to him/her on the basis and pursuant to the procedure provided by the Law of Obligations Act, if the rights of the data subject have been violated.
- 12.11. In order to exercise the rights listed in this Section, the data subject must submit the respective application signed in person or digitally.
- 12.12. Salva shall reply to the submitted application within the time period prescribed by legislation, but not later than within one month from the date of receipt of the request. In exceptional cases, if it is necessary to clarify and verify the circumstances before preparing a response, the deadline of Salva for responding to the application may be extended by 2 months.
- 12.13. If the client considers that Salva has violated his/her rights in the processing of personal data, he/she may file a complaint with either the Data Protection Specialist of Salva Kindlustus or the Data Protection Inspectorate (Väike-Ameerika 19, Tallinn 10129, [www.aki.ee](http://www.aki.ee)).

## 13. CONTACT DETAILS

If you have any questions or requests relating to the processing of personal data, please contact the Data Protection Specialist of Salva Kindlustus by calling +372 6800 500 or sending an e-mail to [andmekaitse@salva.ee](mailto:andmekaitse@salva.ee).