

GENERAL TERMS AND CONDITIONS OF LIABILITY INSURANCE OF SALVA KINDLUSTUSE AS

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1. SCOPE

- 1.1 The General Terms and Conditions of Liability Insurance (hereinafter: General Terms and Conditions) shall form a part of voluntary or compulsory liability insurance contracts concluded with Salva Kindlustuse AS, provided that these are mentioned on the insurance policy.
- 1.2 The General Terms and Conditions regulate the contractual relations between Salva, the Policyholder and the Insured Person and form an integral part of the insurance contract.
- 1.3 The General Terms and Conditions shall always be applied together with the terms and conditions of the specific liability insurance class. Types of terms and conditions of liability insurance classes are, for example, the terms and conditions of liability insurance for activity, producer, employer or construction's owner.
- 1.4 In case of any discrepancies or differences that might arise from insurance terms and conditions, the interpretation shall first be based on the insurance policy, then on the terms and conditions of the specific insurance class and finally on the General Terms and Conditions.

1.5 If a term has been given a special meaning in the terms and conditions of the specific insurance class, the performance and interpretation of the insurance contract shall be based on the meaning provided in the terms and conditions of the insurance class.

1.6 If the documents of the insurance contract have been translated into a foreign language, the Estonian version of the documents of the insurance contract shall prevail in the event of any discrepancies.

1.7 All special arrangements shall be specified on the insurance policy.

2. DEFINITIONS

- 2.1 Insurer shall be Salva Kindlustuse AS (hereinafter: Salva).
- 2.2 Policyholder shall be the person who has concluded an insurance contract with Salva and undertakes to pay insurance premiums and introduce the terms and conditions of the insurance contract to the Insured Person.
- 2.3 In the case of liability insurance, the Insured Person shall be the person whose liability has been insured by the Policyholder. It is assumed that the Policyholder insures only the insurance risk related to himself/herself.
- 2.4 Third person shall be the Injured Person who is not Salva, the Policyholder or the Insured Person.
- 2.5 Insurance risk shall be the hazard that is covered by insurance. In the case of liability insurance, the hazard shall be deemed to be the obligation to pay indemnification for damages arising from the occurrence of liability.
- 2.6 Insured event shall be the materialization of the legal basis for the occurrence of liability as defined in the insurance contract, to which no exclusion or restriction provided in the insurance contract is applied. Salva shall have the indemnification obligation upon the occurrence of the insured event. Contrary to the above, all costs of legal aid and expertise necessary for countering a claim filed against the Insured Person shall be indemnified under the conditions provided in the insurance contract.
- 2.7 Insurance indemnity shall be any monetary indemnity paid pursuant to the insurance contract, including indemnity for legal aid and expert costs.
- 2.8 Exclusion shall be an event, damage or cost defined in the insurance terms and conditions, that excludes or limits the obligation to pay the insurance indemnity.
- 2.9 Insurance period shall be the period of validity of the insurance cover.
- 2.10 Area of validity shall be the territory agreed in the insurance contract where the insurance cover is valid.
- 2.11 Insurance cover shall be the terms of performance of Salva's obligations specified in the insurance contract.

- 2.12 Obligation shall be a task, act or behaviour defined in the insurance contract, that must be performed or followed by a party to the insurance contract.
- 2.13 Beneficiary is generally not named in the liability insurance contract.
- 2.14 Voluntary liability insurance contract shall be an insurance contract where the liability is insured out of the Policyholder's free will. Salva and the Insured Person shall not be jointly and severally liable to the injured third person.
- 2.15 Compulsory liability insurance contract shall be an insurance contract where the obligation to conclude the contract arises from law. Salva and the Insured Person shall be jointly and severally liable to the injured third person.
- 2.16 Joint and several liability shall mean the joint liability of several persons vis-à-vis the Injured Person, in which case the Injured Person may choose the person from whom to seek indemnification.

3. CONCLUSION AND VALIDITY OF INSURANCE CONTRACT

- 3.1 Salva shall be entitled to request an identity document and/or a document certifying the existence of the right of representation from the Policyholder or his/her representative in order to identify the person or verify the right of representation, and to make copies of these documents.
- 3.2 If Salva has doubts about the correctness of the submitted documents or regarding the identity, it shall be entitled to waive the performance of the transaction or to require the submission of additional documents.
- 3.3 In the case of voluntary liability insurance, Salva shall be entitled to decide, based on the principle of freedom of contract, with whom and under what conditions it concludes or does not conclude an insurance contract.
- 3.4 Salva shall issue an insurance policy based on data presented by the Policyholder. Insurance cover shall commence on the first day of the insurance period specified on the insurance policy, if the first instalment of insurance premium is paid in due time. Insurance cover shall be valid during the insurance period specified on the insurance policy. If the Policyholder fails to pay the first instalment of insurance premium in due time, the insurance contract shall enter into force on the following day after the receipt of the insurance premium.
- 3.5 If the policy content differs from the information provided by the Policyholder, the Policyholder must notify Salva thereof before paying the insurance premium. By paying the insurance premium, the Policyholder confirms that s/he agrees with the information disclosed on the policy and wishes to conclude the insurance contract under the conditions specified on the policy.
- 3.6 In the event of loss or destruction of the policy, the Policyholder may request a replacement policy from Salva.
- 3.7 If the insurance contract is concluded through an insurance broker, it is assumed that:

- 3.7.1 The insurance broker has provided the Policyholder with pre-contractual information concerning the insurance contract proposed by Salva and has sufficiently explained the possibilities and various insurance covers related to the proposed insurance contract;
- 3.7.2 The terms and conditions of the mediated insurance contract correspond to the insurable interest declared by the Policyholder, in respect of which the insurance broker has been contacted in order to conclude the respective insurance contract.
- 3.8 Salva shall not be liable for inadequate communication between the Policyholder and the insurance broker or for the mediation of an insurance contract by the insurance broker that does not correspond to the actual insurable interest of the Policyholder.
- 3.9 Salva shall be entitled to cancel the insurance contract and refuse to pay the insurance indemnity if the Policyholder, the Insured Person or the Injured Person becomes a subject of international sanctions within the meaning of the International Sanctions Act.
- 3.10 Either party may cancel the liability insurance contract within 30 days of the time when the Insurer has acknowledged its obligation to indemnify the Policyholder after the occurrence of the insured event or refused to indemnify after the indemnity has become enforceable.
- 3.11 A party to the insurance contract who wishes to cancel the contract shall undertake to submit a statement of intent to the other party at least in a form that can be reproduced in writing.
- 3.12 If the insurance contract is terminated during the insurance period for the reasons specified in point 3.10, the Policyholder's obligation to pay insurance premiums shall be limited to the time of premature termination of the insurance contract. The insurance premiums paid in advance by the Policyholder shall be refunded as of the end of the contract.

4. INSURANCE PREMIUM

- 4.1 The Policyholder shall be obligated to pay the insurance premium in the amount prescribed in the insurance contract and to ensure that Salva receives the insurance premium or the agreed instalment (hereinafter also: the insurance premium) by the due date specified in the insurance contract.
- 4.2 The Policyholder shall be obligated to pay the insurance premium specified in the insurance contract regardless of whether Salva has sent an appropriate reminder or an invoice to the Policyholder.
- 4.3 Upon premature termination of the insurance contract during the insurance period by cancellation, withdrawal or for any other reason, Salva shall be entitled to deduct the cost of concluding the insurance contract from the insurance premium returned to the Policyholder.

5. LATE PAYMENT AND NON-PAYMENT OF INSURANCE PREMIUMS

- 5.1 Salva shall be released from its obligation to perform, if the insurance premium or the first instalment of insurance premium that has become enforceable has not

been paid by the time the damage occurs to a third person.

- 5.2 If the Policyholder fails to pay the second or subsequent insurance premium on time, Salva may set, in a form that can be reproduced in writing, a payment period of at least two weeks for the Policyholder. Salva shall be released from its obligation to perform the insurance contract in respect of any claims for damages that are filed against the Insured Person after the expiry of this additional period. If Salva has not cancelled the insurance contract due to non-payment of the insurance premium, it shall have the performance obligation for the events that occurred after the day following the receipt of all insurance premiums due to Salva.
- 5.3 If the Policyholder fails to pay the second or subsequent insurance premium by the end of the additional period, Salva shall be entitled to cancel the insurance contract without prior notice. In the notice of the additional payment period, Salva may state that it considers the contract cancelled upon expiry of the period if the Policyholder fails to make the payments within the period.
- 5.4 If the Policyholder pays the insurance premium, Salva shall consider it to cover the earliest insurance premium that is due to Salva by the Policyholder on the basis of the insurance contract for which the premium is paid by the Policyholder.

6. NOTIFICATION OBLIGATION OF SALVA

- 6.1 If Salva's name or legal form, its address or the address of the structural unit through which the contract was concluded or the address of the competent insurance supervisor changes during the insurance period, Salva shall notify the Policyholder thereof on its website or through the media.

7. POLICYHOLDER'S NOTIFICATION OBLIGATION BEFORE CONCLUDING THE CONTRACT AND THE CONSEQUENCES OF VIOLATING THE OBLIGATION

- 7.1 Upon concluding the contract, the Policyholder must notify Salva in writing of all circumstances known to the Policyholder which may affect Salva's decision to conclude the insurance contract or to do so on the agreed terms.
- 7.2 The Policyholder shall be obligated to provide true and complete answers to Salva's questions, including in a situation where, in the opinion of the Policyholder, Salva may have already been aware of the specific circumstance.
- 7.3 Salva shall rely on the data provided by the Policyholder in establishing the terms and conditions of the insurance contract (including sum insured, insurance premium, etc.). Until receiving a written notice on any changes in the data, Salva shall consider the data previously submitted by the Policyholder to be correct.
- 7.4 If the information submitted to Salva has become incorrect or incomplete, or if there have been significant changes in the circumstances of the Insured Person's

liability, the Policyholder shall be obligated to notify Salva immediately in writing of such changes.

- 7.5 Salva shall be entitled to rely on the information provided by the Policyholder upon the conclusion of the liability insurance contract and the notices sent to Salva regarding the insurance risk also when establishing the terms and conditions of the insurance contracts to be concluded for subsequent insurance periods.
- 7.6 Salva may withdraw from the voluntary liability insurance contract if the Policyholder has failed to notify Salva of any circumstances material for the conclusion of the insurance contract and violated thus the notification obligation provided in point 7 of these General Terms and Conditions, intentionally avoided becoming aware of the material circumstance or provided incorrect information. Salva may withdraw from the contract for this reason within one month from the time when it became aware or should have become aware of the violation of the notification obligation provided in point 7 of the General Terms and Conditions.
- 7.7 Salva may not withdraw from the voluntary liability insurance contract if it was aware of the inaccuracy of the information or of the circumstance which was not notified to it, if the Policyholder was not guilty of failure to notify or provide correct information, if Salva has waived the withdrawal or if the circumstance that was not notified or about which incorrect information was provided ceased to exist before the Injured Person filed the claim for damages against the Insured Person.
- 7.8 If Salva cannot withdraw from the contract on the basis of point 7 of the General Terms and Conditions, it may require the Policyholder to increase the insurance premium from the beginning of the current insurance period. On this basis, Salva may require the Policyholder to increase the insurance premium within one month from the time when Salva became aware of the circumstance of which the Policyholder failed to notify.
- 7.9 The provisions of point 7 of the General Terms and Conditions shall not exclude Salva's right to cancel the contract due to fraud.

8. SENDING OF NOTICES

- 8.1 If the Policyholder's notification obligation is provided by the insurance contract or law, the relevant notice shall be submitted to Salva in writing or in a form that can be reproduced in writing.
- 8.2 Salva's notices, insurance policies and other documents related to the insurance contract shall be sent to the postal or e-mail address specified in the insurance contract as provided by the Policyholder or the Insured Person.

9. INSURING THE RISK OF A THIRD PERSON

- 9.1 If the insurance covers the insurable risk related to a third person, the Policyholder shall have the priority right to claim payment of the insurance indemnity, provided that s/he proves that the Insured Person has given consent to conclude the insurance contract.
- 9.2 The Insured Person shall have the right to claim payment of the insurance indemnity if the Policyholder waives the

claim for the insurance indemnity in favour of the Insured Person.

9.3 In the case of compulsory liability insurance contract, the above clauses shall not be applied if the Injured Person files a claim for damages directly against Salva.

9.4 In the case of voluntary insurance contract, the Policyholder shall have the priority right over the Insured Person to dispose of the rights arising from the insurance contract in his/her own name, to waive the claim or to enter into transactions with it. The Policyholder may not dispose of the claim s/he has against Salva.

9.5 When insuring a risk related to a third person, the Policyholder and the Insured Person shall be jointly and severally liable for the performance of the insurance contract after the conclusion of the contract. Salva's contractual right to refuse to indemnify the damage shall extend to both the Policyholder and the Insured Person at the same time.

10. DAMAGE

10.1 Only property damage and/or personal injury shall be subject to indemnification.

10.1.1 Property damage shall be any damage caused by the damage or destruction of an object.

Property damage shall include the following:

10.1.1.1 Reasonable costs of repairing the damaged object;

10.1.1.2 Market price of the destroyed object;

10.1.1.3 Costs of acquiring an equivalent object necessary to replace the destroyed object;

10.1.1.4 Impairment of the damaged object.

10.1.2 Personal injury shall be any damage caused by health damage, bodily injury or death of a person.

Personal injury shall include the following:

10.1.2.1 Reasonable and necessary medical expenses;

10.1.2.2 Damage caused by partial or complete incapacity for work (including damage caused by a decrease in income and further deterioration of economic opportunities);

10.1.2.3 The cost of increasing needs;

10.1.2.4 The loss or reduction of maintenance for dependents;

10.1.2.5 Funeral expenses.

10.2 The amount of property damage and personal injury shall be calculated on the basis of law and the restrictions provided in these Terms and Conditions.

10.3 In addition to property damage and personal injury, the costs of determining the amount of damage that incurred prior to court proceedings and the costs of filing claims shall be indemnified.

10.4 In the case of court disputes, any procedural costs and default interest awarded in favour of the Injured Person shall be indemnified in addition to property damage and personal injury.

10.5 Indemnification shall not include loss of income, purely economic damage and non-pecuniary damage. The interpretation of these terms is based on the meaning given to them by law. In the case of damage occurred to the environment, only the damage that has been caused due to an unexpected and unforeseen event (e.g. an unexpected leak, etc.) shall be indemnified. Only the cost of decontamination shall be indemnified.

10.6 Any benefit that the Injured Person or the Insured Person may receive due to the damage shall be deducted from the insurance indemnity.

10.7 Only the part of the damage that occurred due to the circumstances arising from the Injured Person or as a result of a hazard for which the Injured Person is liable may be deducted from the insurance indemnity.

11. RIGHT OF CLAIM AND ITS DURATION IN THE CASE OF VOLUNTARY LIABILITY INSURANCE CONTRACT

11.1 In the case of voluntary liability insurance contract, only the Insured Person or the Policyholder can claim insurance indemnity from Salva (see point 9).

11.2 The Injured Person shall not be entitled to receive insurance indemnity from Salva, unless agreed upon by Salva and the Insured Person after occurrence of the insured event and the latter submits the current account number of the Injured Person as well as other necessary information for the payment of insurance indemnity.

11.3 Salva shall be entitled to pay the insurance indemnity to the Injured Person if the amount of indemnity payable by the Insured Person to the injured third person has been determined by a court decision or compromise agreement and Salva notifies the Policyholder of its intention in advance.

11.4 Unless otherwise agreed in the terms and conditions of the specific insurance class or on the insurance policy, the Policyholder or the Insured Person shall be entitled to file a claim for insurance indemnity with Salva within three years after the occurrence of damage during the insurance period, on the basis of which the Injured Person has a claim for damages against the Insured Person. The limitation period shall run from the end of the calendar year in which the damage occurred.

11.5 The limitation period regarding the Insured Person's claim against Salva shall be suspended during the court proceedings between the Injured Person and the Insured Person if the Insured Person has notified Salva of the court proceedings in a timely manner.

11.6 If the claim of the Injured Person against the Insured Person has expired at the time of filing the claim, Salva shall also be released from the obligation to indemnify the Insured Person.

12. RIGHT OF CLAIM AND ITS DURATION IN THE CASE OF COMPULSORY LIABILITY INSURANCE CONTRACT

12.1 In the case of compulsory liability insurance contract, the Injured Person shall be entitled to claim indemnification for the damage caused by the Insured Person from both Salva and the Insured Person.

12.2 If a claim for damages has been filed against both the Insured person and Salva, they shall be jointly and severally liable.

12.3 Salva may submit similar objections to the Injured Person's claim as the Insured Person.

12.4 The claim of the Injured Person against Salva shall expire at the same time as the claim of the Injured Person against the Insured Person. Any suspension or interruption of the limitation period in respect of the

Insured Person shall also be applied to Salva and vice versa.

12.5 If Salva has to indemnify the Injured Person for the damage that is excluded or limited in the insurance contract, Salva shall be entitled to claim the overpaid insurance indemnity back from the Insured Person or the Policyholder.

12.6 In case of deductible, Salva shall indemnify the Injured Person up to the sum insured and the Insured Person or the Policyholder shall pay Salva the amount of deductible.

13. LEGAL AID AND EXPERT COSTS

13.1 The costs of legal aid and expertise necessary for countering a claim for damages filed against the Insured Person shall be indemnified if the following preconditions are met:

13.1.1 There is no restriction arising from the insurance contract which excludes the obligation to pay the insurance indemnity before bearing the legal aid and expert costs;

13.1.2 The filed claims are related to the liability described in the definition of the insured event in the Terms and Conditions of the Liability Insurance and to the property damage or personal injury to be indemnified pursuant to the insurance contract.

13.2 Both judicial and extrajudicial costs for legal aid and expertise shall be indemnified, even if the claim against the Insured Person is rejected later on.

13.3 The costs of legal aid and/or expertise necessary in civil, criminal and administrative court proceedings that are related to the settlement of claims for damages shall be indemnified.

13.4 If a separate sum insured has been provided for legal aid or expert costs, the indemnification shall primarily be based on this amount. If a single sum insured is applied to both legal aid and expert costs, legal aid and expert costs shall be included in the sum insured.

13.5 In the event of an agreement, the Insured Person shall be entitled to claim advance payment of legal aid and/or expert costs.

13.6 If the Insured Person has first paid the legal aid and/or expert costs himself/herself, Salva shall indemnify the Insured Person for the justified costs.

13.7 If any circumstance excluding the performance of the insurance contract becomes known in court or before the court proceedings, Salva shall bear the costs of legal aid and expertise until learning about that circumstance.

13.8 If Salva has indemnified the legal aid and/or expert costs of the Insured Person and these costs are awarded from the Injured Person in the court proceeding in favour of the Insured Person, the Insured Person shall be obligated to return Salva the costs indemnified by Salva in proportion to the awarded procedural costs.

13.9 If the Insured Person has paid the legal aid and/or expert costs in court or before the court proceeding and these costs are awarded in full from the Injured Person in the court proceeding, Salva shall have no obligation to indemnify the legal aid and/or expert costs. If the awarded costs of legal aid and/or expertise do not cover all the expenses incurred by the Insured Person, Salva

shall compensate the difference between the costs awarded and the justified expenses incurred by the Insured Person in court proceedings.

14. OBLIGATIONS OF THE INSURED PERSON

14.1 The Insured Person must notify Salva of the circumstances that may result in the occurrence of the insured event, as well as of the submission of a claim against the Insured Person within one week of the time when the Insured Person became aware of the circumstance or the submission of the claim.

14.2 The deadline specified in point 14.1 of these Terms and Conditions shall be deemed to be complied with if the notice is sent within the deadline.

14.3 The Insured Person must immediately notify Salva of the initiation of legal or other proceedings in respect of the Insured Person that may cause Salva's liability, or of any circumstances that may be the basis for filing a claim against the Insured Person.

14.4 If the Insured Person violates the obligation specified in point 14.1 or 14.3 and Salva suffers damage as a result of such violation, Salva may reduce its performance obligation to the extent of the damage caused by the violation of the obligation.

14.5 Salva shall be released from the performance obligation in full, if the Insured Person intentionally violates the obligation specified in point 14.1 or 14.3.

14.6 The Insured Person shall undertake to submit to Salva, at least in a form that can be reproduced in writing, all explanations and evidence that are important for assessing the grounds for possible liability of the Insured Person and for establishing the amount of damage.

14.7 Salva shall be entitled to refuse to pay the insurance indemnity, if the Insured Person violates the obligation specified in point 14.6 and therefore Salva is not able to take a position on the occurrence of the liability of the Insured Person or the amount of damage.

14.8 The Insured Person and the Policyholder must notify Salva before acknowledging the claim of the Injured Person and ask for Salva's consent to the acknowledgement of the claim.

14.9 Salva shall be entitled to refuse to pay the insurance indemnity, if the Insured Person or the Policyholder violates the obligation arising from point 14.8.

15. SUM INSURED AND DEDUCTION

15.1 In the occurrence of insured event, Salva must indemnify the loss only to the extent of the sum insured specified in the insurance contract.

15.2 Salva shall be entitled to set a separate sum insured and the amount of deductible for legal aid and expert costs. If it becomes clear as a result of a dispute between the Insured Person and the injured third person that the Insured Person is liable for the damage caused to the third person and if there is no restriction on the payment of insurance indemnity provided in the insurance contract, a single and the largest deductible shall be applied.

15.3 The sum insured shall be decreased by the insurance indemnity paid during the insurance period.

15.4 If the sum insured is exhausted during the insurance period, the insurance cover shall expire.

15.5 Deductible shall be a fixed sum of money or other value (percentage of loss, period, etc.) specified in the insurance contract that shall be borne by the Policyholder upon the occurrence of the insured event.

16. INSURED PERSON AS A JOINT AND SEVERAL DEBTOR

16.1 In the case of joint and several liability, Salva shall only pay indemnification for damages if the joint and several liability of the Insured Person has arisen for the same damage caused jointly with other joint and several debtors. If the liability of the Insured Person arises for damage caused by another person pursuant to law, such occurrence of liability shall not be treated as an insured event.

16.2 If the Insured Person is jointly and severally liable to the Injured Person together with other persons who caused the damage, the insurance indemnity shall be determined on the basis of the amount of the claim filed against the Insured Person and not on the share of the Insured Person's liability in the relationship between the joint and several debtors.

16.3 If a claim is filed against the Insured Person by another joint and several debtor, the share of the Insured Person's liability in the relationship between the joint and several debtors shall be used to determine the insurance indemnity.

16.4 Upon payment of the insurance indemnity, the right of recourse of the Insured Person against other joint and several debtors shall be transferred to Salva within the extent of the paid insurance indemnity.

17. TRANSFER OF THE INSURED COMPANY

17.1 If a legal person who is the Insured Person or the Policyholder is transferred after the conclusion of the insurance contract, the regulation provided in the Law of Obligations Act shall be applied.

17.2 If the insured company is terminated without a legal successor, the Salva's obligation to perform shall also end.

18. GENERAL PRINCIPLES FOR CLAIMS HANDLING IN THE CASE OF VOLUNTARY LIABILITY INSURANCE CONTRACT

18.1 In the case of voluntary liability insurance contract, the Injured Person must file a claim for damages against the Insured Person in order to prove the insured event, indicating the legal and factual circumstances under which the Insured Person is obligated to indemnify the damage. The Injured Person must also submit documents proving the occurrence and the amount of the damage.

18.2 The Insured Person shall immediately forward to Salva the documents submitted by the Injured Person together with his/her comments.

18.3 As there is no obligation between the Injured Person and Salva arising from the insurance contract, Salva shall not

be obligated to collect evidence on the circumstances of the Insured Person's liability and the amount of damage.

18.4 If no legal basis or evidence of liability have been submitted to prove the liability of the Insured Person and/or the amount of damage, Salva shall have no obligation to indemnify the damage until the required documents are submitted. Also, Salva is not able to take a position on the justification of legal aid or expertise without the above-mentioned documents.

18.5 Contrary to points 18.1, 18.3 and 18.4, Salva shall be entitled to make a decision on the liability of the Insured Person if the facts and evidence submitted to Salva show that the liability of the Insured Person and the amount of damage are unambiguous.

18.6 Salva shall be entitled to contest via the Insured Person the evidence proving the occurrence of the liability of the Insured Person or the amount of damage and to submit its own evidence and objections.

19. GENERAL PRINCIPLES FOR CLAIMS HANDLING IN THE CASE OF COMPULSORY LIABILITY INSURANCE CONTRACT

19.1 If the Injured Person files a claim for damages directly against Salva, the Injured Person must submit to Salva the evidence on the Insured Person's liability and the amount and occurrence of damage, as well as legally substantiate his/her claim.

19.2 Salva shall have no obligation to indemnify the damage arising from the insurance contract, if the Injured Person violates the obligation specified in point 19.1.

19.3 If the Injured Person files a claim for damages directly against Salva, s/he shall undertake to perform the mutual cooperation obligation. Under the cooperation obligation, the Injured Person must answer the questions presented by Salva during the claims handling, submit the required evidence and allow Salva access to the damaged object or data (including health data).

19.4 Salva shall be entitled to refuse to indemnify for the damage, if the cooperation obligation is violated.

20. GENERAL EXCLUSIONS

20.1 The exclusions provided in this point shall be applied in addition to the exclusions provided in the terms and conditions of the specific insurance class. The exclusion shall not be applied if the parties to the insurance contract have agreed not to apply the exclusion before concluding the insurance contract and an appropriate note to that effect has been made on the insurance policy.

20.2 Salva shall not indemnify the damage, if:

20.2.1 The damage is not related to the insured event;

20.2.2 The damage occurs to the Insured Person or the Policyholder;

20.2.3 The damage is caused by intent or implied intent;

20.2.4 The damage is caused by force majeure;

20.2.5 The occurrence of liability was or should have been known to the Policyholder or the Insured Person before the conclusion of the insurance contract;

- 20.2.6 The damage is resulting from the termination of the contract;
- 20.2.7 The damage is resulting from the return of something that was received under the contract;
- 20.2.8 The damage is arising from the public promise of a fee;
- 20.2.9 The damage is resulting from a violation of the terms of a competition;
- 20.2.10 The damage is arising out of negotiorum gestio;
- 20.2.11 The damage is resulting from unjust enrichment;
- 20.2.12 The Insured Person is liable for the damage on the basis of the Traffic Insurance Act;
- 20.2.13 The claim has expired;
- 20.2.14 The damage consists of loss of income (except for a person who has suffered personal injury);
- 20.2.15 The damage constitutes an infringement of an intellectual property right (including a trademark, copyright or patent right);
- 20.2.16 The damage is relating to regular pollution, pollution charges, translocations of species or specimens or remediation charges or other obligations under the Environmental Liability Act or the Directive;
- 20.2.17 The damage arises from public sanctions, including fines;
- 20.2.18 The damage is relating to a non-proprietary claim;
- 20.2.19 The damage is purely economic;
- 20.2.20 The damage is relating to the use of an equivalent object during the repair of the object or the acquisition of an equivalent object;
- 20.2.21 The damage is related to the requirement of benefits of use;
- 20.2.22 The damage is caused by the provision of professional services by the Insured Person (unless a professional indemnity insurance contract has been concluded). For the purposes of these Insurance Terms and Conditions, professional services shall mean in particular medical services, legal services, accounting services, programming and other information technology services, research, supervision services (including owner supervision), design, financial activities, insurance intermediation;
- 20.2.23 The damage is caused by vibration, noise, heat, cold, odour, radiation, light, smoke, soot, dust, steam, moisture, gas, lack of oxygen, asbestos, mould, electromagnetic fields, infection, infectious diseases, immunodeficiency syndrome (HIV, AIDS) or chemical or biological substances or a nuclear reaction;
- 20.2.24 The damage is caused by a strike;
- 20.2.25 The damage is caused by war, an act by a foreign enemy, revolution, riot, martial law, confiscation, nationalization, crime or terrorism;
- 20.2.26 The Policyholder, the Insured Person or the Injured Person who submitted the claim directly to Salva is a subject of international sanctions.
- 20.3 The legal terms used in the exclusions section and not defined in these Insurance Terms and Conditions shall be interpreted on the basis of the meaning given to them by law.

21. PROCESSING OF PERSONAL DATA

- 21.1 Salva shall process the data of the Policyholder, the Injured Person and the Insured Person in accordance with the principles of personal data processing published on the Salva website <https://www.salva.ee/>. Salva has provided the client with all the information regarding the principles of personal data processing that must be provided to the client pursuant to law and the General Data Protection Regulation of the European Union.

22. SETTLEMENT OF DISPUTES

- 22.1 For the out-of-court settlement of insurance disputes, the Policyholder shall be entitled to contact the insurance dispute settlement body that is operating under the authority of the Estonian Insurance Association. The claim in the dispute must be submitted to Salva prior to the mediation procedure and Salva must be given the opportunity to respond to the claim (more information at www.eksl.ee).
- 22.2 Disputes arising from insurance contracts (including disputes in respect of which no agreement has been reached in the insurance dispute settlement body) shall be settled in Harju County Court.
- 22.3 The Financial Supervision Authority supervises the compliance of Salva's activities with legislation. The Financial Supervision Authority does not settle any contractual disputes between Salva and Policyholders / Insured Persons.