



# HOME INSURANCE

Terms and Conditions No. EE01NA-1  
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**bta**  
VIENNA INSURANCE GROUP

BTA and Policyholders enter into Home Insurance Contracts in accordance with these Terms and Conditions.

## CONTENTS

1. DEFINITIONS OF TERM USED IN INSURANCE CONTRACT.....	1
2. PLACE OF INSURANCE .....	2
3. INSURANCE OF RESIDENTIAL AND ANCILLARY BUILDINGS.....	2
4. INSURANCE OF FACILITIES.....	2
5. INSURANCE OF APARTMENTS AND APARTMENT OWNERSHIPS.....	3
6. INSURANCE OF HOME PROPERTY .....	3
7. INSURANCE COVERAGES .....	4
8. ALL-RISK INSURANCE .....	4
9. INSURANCE OF NAMED RISKS .....	6
10. BTA HOME ASSISTANCE .....	7
11. ADDITIONAL INSURANCE COVERAGES.....	8
12. INSURED VALUE AND SUM INSURED .....	10
13. DEDUCTIBLE .....	10
14. INDEMNITY CALCULATION PRINCIPLES .....	11
15. CALCULATION OF INSURANCE INDEMNITY OF A BUILDING.....	11
16. CALCULATION OF INSURANCE INDEMNITY OF HOME PROPERTY .....	12
17. SAFETY REQUIREMENTS.....	12

### 1. DEFINITIONS OF TERM USED IN INSURANCE CONTRACT

**Ancillary Building** – a non-residential building located on the same registered immovable as the residential building and built separately from the residential building, incl. garage, sauna, stable, barn, storage building, shed.

**Apartment** – a structurally delimited residential space that can be separately used and altered without damaging common ownership or the rights of other apartment owners.

**Apartment Ownership** – an apartment with the respective part of the common ownership of the registered immovable belonging thereto.

**BTA** – the Estonian branch of BTA Baltic Insurance Company AAS.

**Building** – a residential or ancillary building, facility, apartment, apartment ownership. A building is a complete legal thing with all of its essential parts established as a result of human activities and permanently connected to the ground.

**Essential Parts of Building** – the things from which the building is constructed or which are permanently attached thereto and which cannot be severed without substantial damage to the building or the thing being severed.

**Collection** – a systematic collection of similar items (e.g. postage stamps, postcards, calendars, labels, coins), which has a scientific, cultural, historical or artistic value or which has been collected for non-commercial purposes.

**Facility** – a structure permanently attached to the land, which is not a building.

**Family Member** – the spouse or partner or their child, parent or dependant who lives permanently at the same place of insurance as the policyholder.

**Home Property** – the movable property located at the place of insurance and belonging to the policyholder.

**Insurance Terms** – BTA General Terms and Conditions, terms and conditions of home insurance and the special terms and conditions specified in the policy.

**Insured Object** – a building, home property or other item separately agreed in the policy with respect to which the insured risk has been insured.

**Insured Person** – the policyholder, the owner of the insured object, a family member living at the place of insurance with the policyholder or the person who uses the insured object with the consent of the owner.

**Permanent Residence** – the place where the insured person lives mainly or permanently.

**Place of Insurance** – the place or region with respect to which BTA is obliged to comply with its performance obligation arising from the insurance contract in the case of insured events.

**Policy** – the document that certifies entry into the home insurance contract.

**Residential Building** – a building intended to be used for residence.

**Storage Unit** – the storage room, basement or garage belonging to the apartment but located outside of it in the same apartment building, which is used solely by the insured person.

**Utility System of Building** – the set of the equipment, installations or communications required for the functioning or use of the building or for guaranteeing the safety thereof along with the necessary elements of construction.

**Valuable** – a jewellery product, gemstone, precious stone or semiprecious stone, precious metal or material or an item made from these (incl. jewellery, watch).

## 2. PLACE OF INSURANCE

- 2.1.** The place of insurance is a residential and/or ancillary building, apartment and lockable storage unit belonging to the apartment located at the address specified in the policy.
- 2.2.** The home property carried by the policyholder and/or their family member are also insured outside the place of insurance within the borders of the countries of the European Economic Area or in the whole world as indicated in the Insurance Terms and the policy.

## 3. INSURANCE OF RESIDENTIAL AND ANCILLARY BUILDINGS

- 3.1.** A private house, terraced house or semi-detached house can be insured as a residential building.
- 3.2.** The insured objects in the case of a residential and ancillary building are all of its essential parts, incl. the main structures of the building, exterior and interior finishes, doors and windows, utility systems and other parts without which the building cannot be used.
- 3.3.** The following are automatically insured against the same risks with the residential and ancillary building:
  - 3.3.1.** the permanently installed parts of the utility system of the building that are outside the building within the borders of the registered immovable, but no further than up to the connection point;
  - 3.3.2.** the utility line serving the building and belonging to the policyholder up to the border of the registered immovable;
  - 3.3.3.** an aerial, awning, lighting fixture, surveillance camera, solar panel or heat pump that permanently attached to the building;
  - 3.3.4.** the following items permanently attached to the building:
    - 3.3.4.1.** balcony, loggia, terrace;
    - 3.3.4.2.** climate, communications, TV, audio and security systems up to the border of the registered immovable;
    - 3.3.4.3.** fire safety installation;
    - 3.3.4.4.** sanitary equipment, incl. water boiler, bath, shower;
    - 3.3.4.5.** heating source, incl. oven, cooker, fireplace;
  - 3.3.5.** built-in furniture (incl. sliding and folding doors) and built-in kitchen appliances;
  - 3.3.6.** another item that is permanently attached to the building and cannot be severed without causing significant damage to the building or the part to be severed;
  - 3.3.7.** the heating fuels used to heat the insured building(s).
- 3.4.** A terraced house or semi-detached house is insured as a whole as if it was a separate residential building and all of the parts belonging thereto, without which its integrity would not be guaranteed or it would be unusable, are insured.
- 3.5.** The shared utility, power supply or other systems serving the building, which are in the common ownership of the terraced house or semi-detached house and not located in the part of the building that is the insured object as well as the ancillary buildings and facilities in common ownership are insured in proportion to the scope of ownership.
- 3.6.** A part of the terraced house or semi-detached house that is not located in the borders of the part used by the insured person and the existence of which does not have a direct impact on the insured part of the building is not an insured object.
- 3.7.** Ancillary buildings with a general area of up to 20 m<sup>2</sup>, heating fuels (see point 3.3.7) and facilities (see point 4) are automatically insured with the residential building, incl. against the same insured events and with the same deductible for up to 15 000 euros.
- 3.8.** Buildings that are joined to one another, such as a garage or storage building attached to a private house, are insured as a single residential building.
- 3.9.** Unless otherwise specified in the policy, the following are not items insured as a residential or ancillary building:
  - 3.9.1.** hydraulic constructions;
  - 3.9.2.** building under construction whose walls and roof have not been finished and doors and windows have not been installed;
  - 3.9.3.** a building which is in a poor condition or unusable;
  - 3.9.4.** greenhouses covered with plastic sheets;
  - 3.9.5.** removable property located in the building;
  - 3.9.6.** a building or a part thereof that has not been built in compliance with the requirements set forth in legislation.

## 4. INSURANCE OF FACILITIES

- 4.1.** The facilities located on the registered immovable and belonging to the policyholder are also insured with the residential building. A facility is, for example, a shelter, fence, gate, barrier, flag post, outdoor lighting, paved



road, ball game court or playground, outdoor swimming pool, bathing barrel, well, wind generator serving the building or solar panel.

**4.2.** Unless otherwise specified in the policy, the following are not items insured as a facility:

- 4.2.1.** facilities not meant for long-term use (removable trailers, tents, inflatable structures, etc.);
- 4.2.2.** soil, pond and plants;
- 4.2.3.** bridge, quay, structure built on or in water;
- 4.2.4.** sculpture (excl. the item for which the policyholder submits a purchase document);
- 4.2.5.** building covered with plastic sheets;
- 4.2.6.** removable property located in the facility;
- 4.2.7.** a facility or a part thereof that has not been built in compliance with the requirements set forth in legislation.

## **5. INSURANCE OF APARTMENTS AND APARTMENT OWNERSHIPS**

**5.1.** The insured object in the case of an apartment is:

- 5.1.1.** the doors and windows of the apartment with glass;
- 5.1.2.** balcony, loggia or terrace, incl. unauthorised annex or reconstruction;
- 5.1.3.** interior finish, i.e. ceiling, wall and floor covering materials (excl. removable covers);
- 5.1.4.** suspended ceiling, non-supporting partition wall, interior staircase;
- 5.1.5.** the part of the utility systems of the building that is insured for sole use;
- 5.1.6.** built-in furniture (incl. sliding and folding doors) and built-in kitchen appliances;
- 5.1.7.** the following items permanently attached to the apartment:
  - 5.1.7.1.** climate, communications, TV, audio and security systems;
  - 5.1.7.2.** air source heat pump, incl. those located on the exterior wall of the apartment;
  - 5.1.7.3.** fire safety installation;
  - 5.1.7.4.** sanitary equipment, incl. water boiler, bath, shower;
  - 5.1.7.5.** heating source, incl. oven, cooker, fireplace;
- 5.1.8.** climate, security or fire safety installation devices of the apartment installed on the exterior wall of the apartment;
- 5.1.9.** another item that is permanently attached to the interior finish of the apartment and cannot be severed without causing significant damage to the interior finish or the part to be severed;
- 5.1.10.** storage room belonging to the apartment;
- 5.1.11.** heating fuel located in a building on the same registered immovable as the apartment building that used to heat the insured apartment.

## **6. INSURANCE OF HOME PROPERTY**

- 6.1.** Home property are insured to the extent of the sum insured specified in the policy.
- 6.2.** Home property may be insured as a set of objects or as single objects, as requested by the Policyholder.
- 6.3.** In the case of insurance as a set of objects, home property are insured to the extent of the sum insured specified in the policy and underinsurance is not considered when the insurance indemnity is determined.
- 6.4.** Each insured object and the corresponding sum insured will be separately noted in the insurance contract if home property are insured as single objects.
- 6.5.** An object the ownership or possession of which is unlawful is not insured as home property.
- 6.6.** The following are insured within the sum insured of home property at a permanent place of residence:
  - 6.6.1.** works of art, collections, weapons, antiques and valuables up to 4000 euros;
  - 6.6.2.** a phone or computer that belongs to the employer of the insured person or a company belonging to the insured person (incl. a sole trader), but which is also used for personal purposes by the insured person;
  - 6.6.3.** cash located in the insured residential building or apartment to the extent of up to 300 euros;
  - 6.6.4.** vehicles not subject to registration up to 3000 euros;
  - 6.6.5.** accessories or other parts temporarily removed from a vehicle up to 2000 euros;
  - 6.6.6.** uninstalled building materials and parts of the building located in the insured building or apartment up to 15% of the sum insured of home property;
  - 6.6.7.** home property located in the fenced garden (incl. in a facility or ancillary Building) of the insured building that are meant for outdoor use up to 10% of the sum insured of home property;
  - 6.6.8.** home property located in the lockable storage unit of the apartment up to 20% of the sum insured of home property;
  - 6.6.9.** carried home property of the policyholder and/or his or her family member, except cash, outside the place of insurance in the territory of the Republic of Estonia in the value of up to 1000 euros if respective home property insurance cover is chosen or within 2000 euros in the European Economic Area if home property all risk insurance is chosen.

- 6.7.** Carried home property must be under the constant and direct surveillance of the insured person, located in a locked building or in an invisible place in a locked car. In the case of a bicycle, pram or pushchair, insurance coverage will also be valid if they are left unattended (incl. on the shared premises of an apartment building) if they are locked to a permanently fixed item with a bicycle lock.
- 6.8.** The following are not regarded as home property without an additional notation in the policy:
- 6.8.1.** mobile telephones (incl. smartphones), smart devices older than 2 years and desktop computers, tablets and their parts older than 4 years;
  - 6.8.2.** vehicles subject to registration, motor fuel;
  - 6.8.3.** living organism or being, plants, agricultural produce, greenery;
  - 6.8.4.** foodstuffs, alcoholic beverages and tobacco products;
  - 6.8.5.** cash located outside of a residential building or apartment;
  - 6.8.6.** securities, cheques, bonds, means of payment (excl. cash specified in point 6.6.3);
  - 6.8.7.** manuscripts, drawings, figures, plans, models, forms, card indexes, archives;
  - 6.8.8.** documents, payment cards (excl. the issue fee specified in point 8.2.2);
  - 6.8.9.** explosives;
  - 6.8.10.** computer software, licences, electronic data, databases;
  - 6.8.11.** property used in economic activities (excl. the phone or computer specified in point 6.6.2).

## 7. INSURANCE COVERAGES

- 7.1.** Insurance coverage options are all-risk insurance and named risk insurance.
- 7.2.** All-risk insurance provides insurance coverage against insured events not specified in the exclusions in point 8.3 of these terms and conditions.
- 7.3.** The main coverage in the case of insurance of named risks is fire, for which the other insured event specified in point 9 can be selected as an extra.

## 8. ALL-RISK INSURANCE

- 8.1.** An insured event is damage to or destruction or loss of the insured object as a result of an unexpected and unforeseeable event, except for the cases described under General Exclusions in the BTA General Terms & Conditions of Insurance and in point 8.3 of these terms and conditions.
- 8.2.** The following are also subject to indemnification without a deductible in the case of all-risk insurance:
- 8.2.1. Cost of replacement of lock and key**  
BTA indemnifies the costs incurred in relation to the unlocking, repair or replacement of a door lock with an equivalent one if the lawful possessor of the insured residential premises cannot enter the premises because they have lost the key, it has been stolen or robbed or the lock mechanism has become damaged. The costs are indemnified on the basis of the submitted expense.
  - 8.2.2. Cost of issue of a document**  
BTA indemnifies the costs of the issue of a new document if a passport, an ID card, a driving licence, vehicle registration documents or a bankcard was destroyed, stolen or robbed.
  - 8.2.3. Use of a stolen or robbed bankcard**  
BTA will indemnify damage caused by the unlawful use of a bankcard stolen from the insured person or their family member committed within 48 hours of the theft or robbery for up to 1000 euros.
  - 8.2.4. Home loan payments**  
If the insured residential building or apartment has become unusable as a result of an insured event, BTA will indemnify the loan payments payable by the policyholder for the damaged residential building or apartment for up to 4000 euros or four (4) months, but no longer than until the restoration of the residential building or apartment.
  - 8.2.5. Emergency medical expenses**  
BTA indemnifies the costs of medical care of the policyholder and/or his/her family member incurred due to the insured event in the emergency medicine department in the amount of up to 300 euros.
  - 8.2.6. Veterinary care costs of a pet**  
BTA will indemnify the costs of the veterinary care of a pet provided by a licenced veterinarian as a result of an insured event in the amount of up to 500 euros.
- 8.3.** Exclusions of all-risk insurance  
Damage that has arisen directly or indirectly due to the following circumstances is not an insured event under all-risk insurance and is not subject to indemnification:
- 8.3.1.** constant long-lasting processes (e.g. corrosion, wear, oxidation, limescale, rotting, mould, fungal damage, natural effect of humidity or light, colour change, smell, dust, waste, soot, changes in air temperature or humidity level, drying, evaporation, changes in the structure of a material or exterior finish).
- As an **exception**, damage caused by one of the circumstances specified above will be indemnified if the insured person could not identify the circumstance in advance while following the due diligence

obligation. The restoration costs of the damaged object are thereby not subject to indemnification (e.g. if an amortised pipe breaks and water damages the interior finish of the insured building, the costs of restoration of the interior finish will be indemnified, but the costs of repair of the broken water pipe will not);

- 8.3.2.** subsistence, shifting or cracking in the foundation;
- 8.3.3.** soil freezing, moving vibration;
- 8.3.4.** effect of chemicals;
- 8.3.5.** weight of ice and snow.

As an **exception**, damage caused by the weight of snow or ice that emerged as a result of the growth of the layer of snow if the layer of snow increased by at least 100 mm in 12 hours will be indemnified;

- 8.3.6.** activities of pests, rodents, birds or other animals;
- 8.3.7.** breaches of the user manuals and conditions of the insured object or use of the insured object for purposes or in a manner not prescribed;
- 8.3.8.** renovation, reconstruction or construction works at the place of insurance that are not performed according to effective legislation;
- 8.3.9.** low-quality renovation, maintenance, design or construction works or use of low-quality of unsuitable materials;
- 8.3.10.** interruptions in water, gas, power or other energy supplies if such interruption was not caused by the occurrence of an insured event;
- 8.3.11.** the cost of water, gas, etc., leaking from pipelines or equipment;
- 8.3.12.** damage to or loss of computer files and software;
- 8.3.13.** damage to equipment or part of a building technical system (eg heat pump, boiler, heating or ventilation system) that is more than seven years old and has suffered a power failure, disturbance or voltage fluctuation or its own internal mechanical fault or breakdown;
- 8.3.14.** sports equipment and mobility equipment (incl. bicycle, scooter, self-balancing hoverboard, pram, pushchair) upon their ordinary use;
- 8.3.15.** small damage (e.g. cracks, notches, colour changes, stains, tears) that do not obstruct the use of the object for its purpose;
- 8.3.16.** the useful life of the device or machine has ended and the device or machine therefore stops working;
- 8.3.17.** changes in groundwater levels and overflow of the sewerage system or rainwater pipes;
- 8.3.18.** effect of asbestos and its components;
- 8.3.19.** rise in water level, excl. a natural flood.

A natural flood is an extraordinary natural rise in water level caused by a storm or precipitation at the place of insurance;

- 8.3.20.** soil erosion, collapse, landslide, earthquake or tsunami;
- 8.3.21.** accumulation of condensate;
- 8.3.22.** precipitation, water from melting ice or snow penetrating through the roof, roof covering structures, windows, doors, connection points in the building, foundation or other structures.

As an **exception**, damage caused by the first penetration by precipitation or water from melting ice or snow of the interior finish and home property will be indemnified up to 3000 euros on the condition that there has been no penetration of precipitation or water from melting ice or snow in the previous five (5) years;

- 8.3.23.** other reasons related to the loss of home property, excluding theft or robbery. Theft means the removal of an insured object by a third party by removal of a barrier or lock (locked door closed window, wall, etc.), incl. the removal, breakage or unlocking of a barrier or lock must be identifiable. Robbery means the removal of an insured object by a third party by force or direct threat of force.

As an **exception**, the theft of an external part of the structure of the building (e.g. window, door) or an insured object located on the external wall of the building without the removal of a barrier is also deemed an insured event.

The theft of home property that are insured objects from a garden, terrace, balcony or loggia is deemed an insured event without the removal of a barrier if the safety requirements for keeping such property have been followed (see point 17.5.);

- 8.3.24.** the damage that must be indemnified by the manufacturer or supplier pursuant to legislation or a contract (e.g. manufacturer's warranty);
- 8.3.25.** the cost of regular maintenance or repairs, incl. replacement of worn parts;
- 8.3.26.** damage caused by a liquid or steam leakage in a causal relationship with construction works performed at the place of insurance.

## **9. INSURANCE OF NAMED RISKS**

**9.1.** An insured event means damage to or destruction or loss of the insured object due to the following unexpected and unforeseen events except for the cases described under General Exclusions in the BTA General Terms & Conditions of Insurance and in point 8.3.2, 8.3.3, 8.3.17 of these terms and conditions:

- 9.1.1.** Fire;
- 9.1.2.** liquid or steam leakage;
- 9.1.3.** natural disaster;
- 9.1.4.** unlawful activities of third parties;
- 9.1.5.** power failure.

### **9.2. Fire**

**9.2.1.** In the event of a fire, damage caused to the insured object by the following is indemnified:

- 9.2.1.1.** open fire that emerged outside a place designated for this purpose or escaped from this place and spread independently. The damage caused by soot, smoke and the fire extinguishing process is also indemnified in the case of a fire. Arson committed by third parties is also deemed a fire;
- 9.2.1.2.** an explosion, incl. the explosion of an explosive, means the momentary force generated upon the expansion of gas or steam;
- 9.2.1.3.** lightning strike (incl. ball lightning), i.e. the direct contact of lightning with an insured object, which causes visible damage or a fire;
- 9.2.1.4.** the crash of a manned aircraft or the parts or cargo thereof.
- 9.2.1.5.** The following are not insured events of fire and are not subject to indemnification:
- 9.2.1.6.** damage caused by electric current (power surge and undervoltage, incl. power surge caused by lighting, short circuit or isolation errors) to the power system, utility system and home property, excl. if a fire is associated therewith.

### **9.3. Liquid or steam leakage**

**9.3.1.** In the event of liquid or steam leakage, damage caused to the insured object by the following is indemnified:

- 9.3.1.1.** liquid or steam that has escaped due to an accident from internal systems (e.g. water supply, sewerage or heating system) of the building (i.e. their sudden and unexpected breakage or blockage);
- 9.3.1.2.** liquid discharged upon failure of home appliances (incl. washing machines and dishwashers, boilers) which are permanently attached to the internal water supply network of the building and upon failure of the connecting parts of such appliances;
- 9.3.1.3.** liquid discharged from the internal water supply network of the building or parts thereof, incl. from a mixer;
- 9.3.1.4.** liquid discharged from a fish tank.
- 9.3.1.5.** The following are not insured events of liquid or steam leakage and are not subject to compensation:
- 9.3.1.6.** damage caused by condensate;
- 9.3.1.7.** damage caused by penetration of the building by precipitation from the roof, windows, doors, building joints, foundation or other structures;
- 9.3.1.8.** damage caused by liquid or steam leakage in a causal relationship with construction works performed at the place of insurance;
- 9.3.1.9.** the cost of water, gas, etc., leaking from pipelines or equipment.

### **9.4. Natural disaster**

**9.4.1.** In the event of a natural disaster, damage caused to the insured object by the following is indemnified:

- 9.4.1.1.** a storm whereby the wind speed exceeds 17 m/s;
- 9.4.1.2.** hail;
- 9.4.1.3.** weight of snow or ice that emerged as a result of the growth of the layer of snow if the layer of snow increased by at least 100 mm in 12 hours;
- 9.4.1.4.** a natural flood if this has been separately agreed in the policy.  
A natural flood is an extraordinary natural rise in water level caused by a storm or precipitation at the place of insurance.



- 9.4.2.** The following are not insured events of natural disaster and are not subject to indemnification:
- 9.4.2.1.** damage caused by the penetration of the building by precipitation (water, hail, snow, mud, etc.) through windows, doors, the roof and other structures of the building, unless if natural flood insurance cover is selected;
  - 9.4.2.2.** damage caused by water being discharged below ground level (e.g. water in soil has penetrated the basement).

## **9.5. Unlawful activities of third parties**

- 9.5.1.** In the event of unlawful activities of third parties, damage caused to the insured object by the following is indemnified:
- 9.5.1.1.** vandalism, i.e. unlawful activities or inactivity of third parties, as a result of which the insured object has become damaged or unusable;
  - 9.5.1.2.** theft, i.e. the removal of the insured object by a third party by removal of a barrier or lock (locked door closed window, wall, etc.), incl. the removal, breakage or unlocking of a barrier or lock must be identifiable. Theft also means events where the premises have been entered with the original key obtained as a result of theft or robbery.  
As an **exception**, the theft of an external part of the structure of the building (e.g. window, door) or the objects specified in clauses 3.3.4 or 5.1.7 of the conditions located on the external wall of the building without the removal of a barrier is also deemed an insured event.  
The theft of home property that are insured objects from a garden, terrace, balcony or loggia is deemed an insured event without the removal of a barrier if the safety requirements for keeping such property have been followed (see point 17.5.);
  - 9.5.1.3.** robbery means the removal of the insured object by a third party by force or direct threat of force;
  - 9.5.1.4.** collision with a road motor craft if such damage is not subject to indemnification under another insurance contract or law;
  - 9.5.1.5.** the costs of acquisition and installation of an equivalent key or lock if the key of the insured building has been taken from the insured person as a result of theft or robbery. Said costs will be indemnified in the amount of 650 euros in an insurance period.

## **9.6. Power failure**

- 9.6.1.** In the event of a power failure, damage caused to the insured object by the following is indemnified:
- 9.6.1.1.** a power cut that occurred as a result of a breakdown and of which advance notice was not given;
  - 9.6.1.2.** impact of electric current, incl. damage caused by a power surge, overload or short circuit;
  - 9.6.1.3.** indirect impact of lightning and the electric and magnetic phenomena arising from this.
- 9.6.2.** The following is not an insured event of power failure and is not subject to indemnification:
- 9.6.2.1.** damage caused by a power cut that was scheduled or of which advance notice was given.

## **10. BTA HOME ASSISTANCE**

- 10.1.** BTA Home Assistance provides 24-hour free assistance in the case of a sudden and unexpected accident at the place of insurance.
- 10.2.** Home Assistance includes the following services:
- 10.2.1. Telephone consultations**  
Primary consultation on how to behave in the case of an accident and instructions on how to limit the spread of the damage.
  - 10.2.2. Assistance in the case of a water accident**  
Stopping leakage caused by the breakage of pipes inside the insured structure or a home appliance directly connected thereto and repair or replacement of the part that caused the accident.  
Primary cleaning and drying of the inside of the insured structure after the water accident or flood.
  - 10.2.3. Elimination of a blockage**  
Elimination of a blockage that has emerged suddenly and unexpectedly inside the insured structure if the blockage may cause water damage inside the insured structure.
  - 10.2.4. Assistance in the case of a power failure**



Conservation of the situation and removal of a possible fire hazard in the case of a breakdown in the power system inside the insured structure.

#### **10.2.5. Lock assistance**

Opening, repair or replacement of the lock on the door of the insured structure if the keys have been stolen or lost or the lock is broken or damaged.

#### **10.2.6. Temporary repair of the consequences of an accident and guarantee of manned guard**

Temporary repair of the part of the insured building damaged by a fire, storm or the unlawful activities of a third party and covering it with temporary means to protect the property from external factors and additional damage. If necessary, physical guarding of the place of insurance will be organised until the damage is repaired and covered, but for no longer than 24 hours.

#### **10.2.7. Finding and moving to temporary housing**

If the insured place of residence has become uninhabitable as a result of the accident, equivalent housing will be found for up to three days and the move of the policyholder and the persons residing in the same place of residence to the temporary housing will be arranged.

**10.3.** BTA Home Assistance only applies to the aforementioned services specified in the requested policy via the contact telephone of BTA.

### **11. ADDITIONAL INSURANCE COVERAGES**

**11.1.** The respective insurance coverage emerges if it is noted on the policy.

#### **11.2. Rent of temporary housing**

If the permanent place of residence that is the insured object is destroyed or damaged to the extent that makes it uninhabitable, BTA will indemnify the rent of equivalent temporary housing and the necessary moving expenses.

The rent for temporary housing will be indemnified on the basis of expense receipts until the restoration or indemnification of the insured place of residence, but for no longer than 12 months as of the occurrence of the insured event and for no more than the sum insured of the rent for temporary housing specified in the policy.

#### **11.3. Loss of rental income**

If the rented residential building or apartment that is the insured object is destroyed or damaged to the extent that makes it uninhabitable, BTA will indemnify loss of rental income.

The rental income will be indemnified on the basis of the written rental agreement and the expense receipts until the restoration or full indemnification of the insured object, but for no longer than 12 months as of the occurrence of the insured event and for no more than the sum insured of the loss of income specified in the policy.

#### **11.4. Extension of the place of insurance of home property**

In addition to the Republic of Estonia and the European Economic Area (see clause 6.6.9), the insurance cover of carried home property of the policyholder or his or her family members is also valid worldwide to the extent of the sum insured specified in the policy.

#### **11.5. Cost of replacement of lock and key (named risk)**

The costs incurred in relation to the unlocking, repair or replacement of a door lock with an equivalent one if the lawful possessor of the insured residential premises cannot enter the premises because of a lost or damaged key or lock mechanism will be indemnified. The cost of the key service will be indemnified on the basis of expense receipts to the extent of the agreed sum insured.

#### **11.6. Liability insurance**

##### **11.6.1. Insured object**

The insured object of liability insurance is the civil liability of the insured person to the injured party (third party) for the damage unlawfully caused.

##### **11.6.2. Insured person**

The insured person in liability insurance is the insured person specified in the policy as well as the family members living with them.

##### **11.6.3. Injured party (third party)**

Injured party means a third party who has suffered property damage for which the insured person is liable pursuant to law. Third party means any person who is not the insurer or the policyholder or the insured person.

##### **11.6.4. Types of loss subject to indemnification**

###### **11.6.4.1. Personal damage**

Personal injury means causing a bodily injury, health damage or the death of the injured party. The medical expenses of the injured party, the loss arising from temporary

incapacity for work, the loss arising from permanent incapacity for work (partial or full loss of the capacity for work), the loss or decrease of the income of a dependant and funeral expenses.

#### **11.6.4.2. Material damage**

Material damage means the destruction of or physical damage to an item belonging to the injured party. The reasonable and necessary expenses of repairing the worn item or replacement thereof with an equivalent item are indemnified in the case of material damage.

#### **11.6.4.3. Legal and litigation expenses**

BTA indemnifies the reasonable and necessary legal and litigation expenses incurred in opposing a claim related to an insured event and protecting the rights of the insured person, which have been approved by BTA in advance.

### **11.6.5. Insurance coverage**

It is possible to choose one of two liability insurance coverages and the selected coverage will be noted in the policy.

#### **11.6.5.1. Main coverage**

Main coverage covers the personal injury or material damage caused to a third party with the ownership, possession or use of the immovable insured with the insurance contract.

#### **11.6.5.2. Extended coverage**

Extended coverage grants insurance coverage of a natural person's civil liability in the territory of the Republic of Estonia to the extent provided for in the terms and conditions of the insurance contract in addition to the main coverage. Extended coverage also covers the liability insurance of a pet owner, cyclist or pedestrian. The extended protection is valid on condition that the private person is indicated in the policy as an insured person.

### **11.6.6. Insured event**

An insured event means the personal injury or material damage caused to a third party due to a sudden and unexpected event by the insured during the insurance period for which the insured person is liable pursuant to law.

### **11.6.7. Period of submission of invoices**

The claims caused by insured events of which BTA is notified during the insurance period when the insured event that is the basis for the claim occurred or three years after the end of the insurance period are indemnified.

### **11.6.8. Exclusions of liability insurance**

The following are not subject to indemnification:

- 11.6.8.1.** indirect damage;
- 11.6.8.2.** non-material damage or moral damage;
- 11.6.8.3.** intentionally caused damage;
- 11.6.8.4.** damage related to immovable property that is not insured with the same insurance contract;
- 11.6.8.5.** claims between the insured person and their family members;
- 11.6.8.6.** loss which the insured person was aware of before the insurance contract was entered into;
- 11.6.8.7.** contractual liability;
- 11.6.8.8.** damage arising from economic, professional or vocational activities;
- 11.6.8.9.** liability of a management board member;
- 11.6.8.10.** fines, default interest and other sanctions;
- 11.6.8.11.** damage not subject to indemnification pursuant to the law of the Republic of Estonia;
- 11.6.8.12.** damage arising from construction, repair, renovation or reconstruction works if these require a building permit or notice;
- 11.6.8.13.** damage arising from possession of a land vehicle, watercraft, aircraft or rail-borne vehicle with an engine;
- 11.6.8.14.** damage arising from asbestos, tobacco or polychlorinated biphenyls (PCBs);
- 11.6.8.15.** damage arising from any type of electromagnetic field or radiation;
- 11.6.8.16.** damage arising from mould, toxic mould, mildew, dry rot;

- 11.6.8.17.** damage caused by the insured person when under the influence of alcoholic, narcotic or toxic substances;
- 11.6.8.18.** damage arising from violation of the requirements for handling highly flammable or explosive substances;
- 11.6.8.19.** damage indemnified on the basis of social insurance or from the state or local budget (pensions, allowances, etc.);
- 11.6.8.20.** damage arising from the use of any weapon or explosive;
- 11.6.8.21.** damage indemnified under compulsory insurance (e.g. motor insurance);
- 11.6.8.22.** damage arising from pollution of the environment;
- 11.6.8.23.** damage related to viruses, bacteria or other infectious diseases, incl. AIDS;
- 11.6.8.24.** loss arising from the damage caused to or destruction of an object belonging to a third party in the possession or control of or deposited with the insured person, incl. a leased, processes or transported object;
- 11.6.8.25.** loss of profit;
- 11.6.8.26.** damage related to unjust enrichment;
- 11.6.8.27.** damage arising from vibration, warmth, odour, radiation, light, smoke, soot, dust, fumes, humidity, gas or other similar long-term factors. Said damages will be indemnified if they have arisen suddenly and unexpectedly;
- 11.6.8.28.** damage caused by the insured person when hunting, sailing, surfing, horse-riding or doing other sports related to horses, parachuting, mountain climbing, boxing, wrestling or performing martial arts as well as when participating in competitions of said sports or preparing for competition or practising any professional sports;
- 11.6.8.29.** damage arising from breaches of intellectual property, patent, copyright, company logo or registered design or any other trademark;
- 11.6.8.30.** damage caused by the insured person as the owner or keeper of or person who tends to cattle, horses, exotic animals and animals kept for profit.

#### **11.6.9. Maximum payment amount of liability insurance**

The maximum amount of the liability insurance payment is the sum insured indicated in the policy for the annual insurance period.

## **12. INSURED VALUE AND SUM INSURED**

- 12.1.** Insured value is the value of the insurable interest upon the occurrence of an insured event. The insured value is determined by the policyholder when the insurance contract is entered into. If it becomes evident upon the occurrence of an insured event that the insured value differs from the value of the insured object, the principles of underinsurance and overinsurance will be applied when the insurance indemnity is calculated.
- 12.2.** The insured value of a building is the restoration value, i.e. the lowest expenses necessary for restoration of the building to its former shape, unless the parties to the insurance contract have agreed otherwise.
- 12.3.** If the sum insured of the building is specified in the policy, BTA indemnifies the damage to the extent of the insured value of the construction works, but not to a greater extent than the sum insured specified in the policy.
- 12.4.** The insured value of the home property is their reacquisition value. The reacquisition value is equal to the acquisition cost of an equivalent new object.
- 12.5.** The insured value of works of art, collections, antiques and valuables, weapons, motor vehicles not subject to registration and parts thereof, second-hand goods and home property insured by special agreement is always their actual value, unless otherwise specified in the policy. Actual value means the price of the insured object on the local market, considering the age and physical wear of the object.
- 12.6.** The sum insured is the maximum amount paid out per insured event.
- 12.7.** Any insurance indemnity paid out will not reduce the sum insured.

## **13. DEDUCTIBLE**

- 13.1.** The amount of the deductible is set out in the policy.
- 13.2.** The deductible will be deducted from the insurance indemnity subject to be paid out on the basis of the terms and conditions. Upon concurrent application of several deductibles, only the largest deductible will be deducted.
- 13.3.** Unlike an all-risk insured event involving a mobile phone (incl. a smartphone), computer (incl. laptop, desktop and tablet computer) or TV, the deductible specified in the policy, but no less than 200 euros, will be

calculated separately for each damaged object, incl. if said objects sustained damage during the same insured event.

The provisions of this point do not apply if the all-risk insured event was caused by a fire, water or steam leakage, a natural disaster or the unlawful activities of third parties.

**13.4.** The deductible is not applied if:

**13.4.1.** only the glass of the front door or windows of the building are damaged as a result of the insured event;

**13.4.2.** more than 50% of the insured building was destroyed;

**13.4.3.** if the insured event is leakage of liquid or steam caused by a third party (see clause 9.3.1).

**14. INDEMNITY CALCULATION PRINCIPLES**

**14.1.** Upon the occurrence of an insured event, the insurer will indemnify the damage required for restoration of the building to the condition it was in before the insured event.

**14.2.** The insurance indemnity is calculated on the basis of the insured value of the insured object, which was damaged as a result of the insured event immediately before the insured event.

**14.3.** The amount of the insurance indemnity equals the reasonable repair, restoration or acquisition costs (incl. the additional costs deemed a part of the insurance indemnity) that are necessary for restoration of the situation before the occurrence of the insured event at the place of insurance.

**14.4.** The part of value added tax to be refunded to the recipient of indemnity on the basis of the Value Added Tax, contractual penalties, interest and default interest is not included in the insurance indemnity.

**14.5.** Indemnification methods are payment of a monetary indemnity or issue of a letter of guarantee to the company that restores or replaces the insured object. The method of indemnification is determined by BTA.

**14.6.** BTA has the right to demand that the policyholder transfer (parts of) the insured object to BTA before the insurance indemnity is paid out. If the policyholder does not want to transfer the damaged or destroyed item (or parts thereof), BTA will indemnify the difference between the value of the object before and after the insured event.

**14.7.** If the insured person gets a stolen or robbed insured object back after the insurance indemnity was paid out, they must hand these objects over to BTA or repay the insurance indemnity.

**15. CALCULATION OF INSURANCE INDEMNITY OF A BUILDING**

**15.1.** The amount of the insurance indemnity of a building equals its restoration expenses, incl. the following additional expenses:

**15.1.1.** reasonable costs incurred in preventing and/or minimising further damage, even if they did not produce the desired result;

**15.1.2.** costs of demolition and clean-up of property remaining after an insured event, costs of rubbish removal;

**15.1.3.** the costs necessary for identification of the damage and determination of its extent, which have been approved by BTA in advance;

**15.1.4.** the costs required for restoration of the building and approved by BTA in advance, which are related to the preparation of the design, exercise of owner's supervision and obtaining official permits, when before insurance event buildings documentation of buildings was legal;

**15.1.5.** additional costs arising from legislative requirements, excl. the costs that should have been paid irrespective of the occurrence of the insured event (bringing the building in compliance with environmental requirements, compliance with the requirements of the detailed spatial plan, etc.), up to 10% of the cost of restoration of the damaged insured object, but no more than 10 000 euros.

**15.2.** The following depreciation rates are applied to the insurance indemnity calculated for the restoration of a damaged heat pump serving the building:

**15.2.1.** 0% in the case of an object that is up to 5 years old;

**15.2.2.** 50% in the case of an object that is 5-10 years old;

**15.2.3.** 80% in the case of an object that is 10-15 years old;

**15.2.4.** 100% in the case of an object that is over 15 years old.

The age of an object is calculated on the basis of the date on which it was purchased brand new. If it is impossible to establish the purchase date, the release date of the specific model will taken into consideration.

**15.3.** The above depreciation rate will not be applied if the damage to or destruction of the heat pump is caused by a fire started from outside the pump.

**15.4.** If a residential building is underinsured, a similar underinsurance will also be applied to the insurance indemnity of the residential building as well as the object automatically insured with it.

**15.5.** BTA has the right to initially pay out 70% of the insurance indemnity. The remaining portion is indemnified on the basis of calculations submitted for the restoration of the building if the policyholder uses the insurance indemnity in the same place for the restoration of a structure of the same type and purpose within two years



after commencement of the indemnification. The policyholder must thereby have proven that the policyholder has used the initial indemnification for restoring the same structure.

## **16. CALCULATION OF INSURANCE INDEMNITY OF HOME PROPERTY**

- 16.1.** The provisions of underinsurance are not applied to the insurance indemnity of home property.
- 16.2.** Reasonable repair expenses are deemed the insurance indemnity if the damaged property can be repaired and it is economically reasonable.
- 16.3.** If repair of home property is impossible or not economically unreasonable, the insurance indemnity is the cost of acquiring an equivalent new item (repurchase value) and the insurance indemnity for household appliances and electronics older than 5 years is its actual value, ie the cost of acquiring an equivalent used item, except items specified in clause 16.4.
- 16.4.** The following will be taken into account when a mobile phone (incl. a smartphone) or computer (incl. a desktop, laptop and tablet computer) is indemnified:
- 16.4.1.** the acquisition value in the case of an object that is up to 12 months old;
  - 16.4.2.** 75% of the acquisition value in the case of an object that is 12-24 months old;
  - 16.4.3.** 50% of the acquisition value in the case of an object that is 24-36 months old;
  - 16.4.4.** 25% of the acquisition value in the case of an object that is 36-48 months old;
  - 16.4.5.** damage to a device older than 48 months is not subject to indemnification.

The age of an object is calculated on the basis of the date on which it was purchased brand new. If it is impossible to establish the purchase date, the release date of the specific model will taken into consideration.

## **17. SAFETY REQUIREMENTS**

- 17.1.** The policyholder and their family members are obliged to possess and use the insured property with ordinary care and comply with the safety requirements set forth in legislation, the user manuals and the insurance contracts of the devices.
- 17.2.** Carried home property must be under the constant and direct surveillance of the insured person, located in a locked building or in an invisible place in a locked car. In the case of a bicycle, pram or pushchair, insurance coverage will also be valid if they are left unattended (incl. on the shared premises of an apartment building) if they are locked to a permanently fixed item with a bicycle lock.
- 17.3.** The policyholder must guarantee that the water supply, sewerage and heating systems are in order and close or empty the water supply, sewerage or heating systems in a building that is not used or heated. Water must be drained from the water supply and heating systems of a building that is not heated during the heating period or where the air temperature drops below 0 °C in order to prevent them from freezing.
- 17.4.** When leaving the building, its doors, windows, hatches and other openings must be closed in such a manner that entering the building without damaging or removing obstructing barriers would be impossible.
- 17.5.** Home property that are the insured objects and are located in a garden fenced or on a terrace, balcony or loggia must be taken to a locked room when leaving the place of insurance or when darkness falls, excl. garden furniture, trampoline, stove, grill and robot lawnmower. Items that fly in the wind must put indoors. During the off-season (autumn and winter), the above listed property must be kept indoors.
- 17.6.** The keys and codes of locks as well as the keys and codes of the security alarm system may not be kept in a place or in a manner that allows third parties to gain access to them. A name or address that refers to the location of the insured object must not be written on the keys. The lock or the code must be immediately replaced if the key or the lock code is lost.
- 17.7.** If a fire alarm system has been installed at the place of insurance, it must be activated 24 hours a day. The system must be designed, completed, installed, regulated and maintained according to the effective fire safety requirements and the manufacturer's instructions.
- 17.8.** If a security alarm system has been installed at the place of insurance, it must be activated at the time the place of insurance is left unattended. The operating region or sensitivity of the sensor of the security alarm system must not be reduced without authorisation.
- 17.9.** The quantity of the snow and ice that has piled up on the roof of the insured building in winter must be monitored and the snow and ice must be cleared in reasonable time.