

Terms and conditions of purchase protection insurance

(Valid from May 1, 2021)

DEFINITIONS

Analogous product – a product of the same type and quality with the same basic characteristics of use, with a value similar to the market value of the product being replaced, which is determined by the insurer.

Insurer – Estonian branch of Compensa Vienna Insurance Group, ADB, hereinafter “the Insurer”.

Insured person – the purchaser of the insured product, to whom the insurance indemnity is paid.

Policyholder – a person with an insurance interest who has concluded an insurance contract with an insurer, for which a group insurance policy is issued. The policyholder has the obligation to pay insurance premiums. The policyholder is obliged to introduce the rights and obligations arising from the insurance contract to the insured person.

Purchased Product Warranty – warranty service provided by the manufacturer or seller of the purchased product.

Deductible – the amount specified in the insurance contract by which the insurance indemnity is reduced.

Robbery – a robbery of the purchased product using physical violence or threatening its use.

Family members – the insured person or persons living permanently with them and having a common household, such as a spouse, partner, parents, children, brothers, sisters.

Persons equated with the insured person – persons, who use the insured object with the consent of the insured person (e.g. a family member or a person entitled to use the insured object) are equated with the insured person. The insured person is liable for the conduct of these persons in the performance of the obligations arising from the insurance contract in the same way as for their own conduct.

Burglary – the seizure of a purchased product or an attempt to seize it from premises or a guarded and fenced area, using means of entry, a customized or original key previously obtained by burglary, abduction, or taking refuge in the premises before their closure, if there is evidence of that.

Garantiikeskus OÜ – the representative of the insurer in concluding, amending, or terminating contracts and handling claims on the basis of these terms and conditions.

The screen of the purchased product – a flat screen, or the part of an electronic device, that displays certain data, such as letters, numbers, images, and graphics.

INSURED OBJECT

1. The insurance cover applies to goods purchased or rented for household, recreational and economic purposes, except goods with a warranty of less than 1 (one) year, vehicles (except scooters, hoverboards, bicycles) and their parts, weapons, and fishing equipment, electrical production equipment, software and data, all goods for resale.
2. Insurance coverage is valid worldwide.

PURCHASE PROTECTION INSURANCE

3. When choosing purchase protection insurance, the insured event is considered to be an unexpected and sudden loss caused by damage to the purchased product by external influencers (hit, cracking, exposure to liquid, etc.), as well as robbery and burglary.
4. The insured event is not a loss caused by:
 - 4.1. an internal defect of the purchased product if it is not caused by an external factor;
 - 4.2. loss of the purchased product or leaving it unattended in public places, in an unlocked room or building;
 - 4.3. theft of the purchased product from a vehicle, if the product is left in a visible place in an unlocked vehicle, including the trunk.

SCREEN INSURANCE FOR THE PURCHASED PRODUCT

5. In the case of screen insurance for the purchased product, the insured event is considered to be an unexpected and sudden loss caused by damage to the screen of the purchased product by external influencers (hit or cracking).
6. In case of screen insurance of the purchased product, the insurer shall indemnify two insured events during a 12-month period, which shall be calculated from the entry into force of the insurance cover.
7. The insured event is not a loss due to an internal defect of the product screen if it is not caused by an external factor.

EXTENDED WARRANTY INSURANCE

8. In the case of extended warranty insurance, an unexpected and sudden internal failure of the purchased product is an insured event.
9. The insured events are not:
 - 9.1. defects covered by the manufacturer's warranty;
 - 9.2. damage caused by exceeding the lifetime or time of use specified for the purchased product;
 - 9.3. costs related to periodic maintenance and repair of the purchased product.

GENERAL EXCLUSIONS

10. The insured event is not a loss that occurred in connection with:
 - 10.1. war, invasion, hostile foreign action, riot, strike, shutdown, civil unrest, destruction, damage, confiscation, or arrest by public authorities;
 - 10.2. nuclear reaction, radiation, radioactive contamination;
 - 10.3. activities of insects, rodents, parasites, animals, pets;
 - 10.4. corrosion, mold, rot, natural wear and tear;
 - 10.5. the use of defective, substandard, unsuitable parts and devices;
 - 10.6. loss, theft (except theft by burglary), fraud, defalcation, scam;
 - 10.7. defects and shortcomings for which the manufacturer, supplier, seller, assembler, warranty, or technical service company is responsible;
 - 10.8. interruption of electricity, heat, gas supply;
 - 10.9. long-term accumulation of water or condensation of steam;
 - 10.10. liquids used for washing or cleaning (water, detergents, etc.);
 - 10.11. scratches, bending, loss of aesthetic appearance, provided that this does not prevent further use of the product;
 - 10.12. using the product for purposes other than those for which it was intended or violating the manufacturer's requirements, incorrect connection or installation, incorrect service or maintenance, such as failure to maintain the coffee machine (filters have not been replaced, cleaning has not been performed, etc.);
 - 10.13. modification or implementation of the purchased product;

- 10.14. intentional activities of the insured person or persons equated with them;
- 10.15. the use of alcohol, narcotics, or drugs;
- 10.16. the diagnostics and transportation of the product at the expense of the insured person, if this has not been agreed upon with the insurer;
- 10.17. the use of the purchased product for commercial or professional purposes, unless otherwise agreed;
- 10.18. the transfer of the purchased product to persons related to the insured person or to third parties;
- 10.19. assembly and transportation of the purchased product, if performed by third parties;
- 10.20. the circumstances of an unidentified event (time, place, etc.);
- 10.21. heat treatment (melting, welding, drying, ironing, burning, etc.);
- 10.22. theft that was not immediately reported to the police;
- 10.23. viruses or spyware, software updates or errors;
- 10.24. indirect losses incurred while the product could not be used (subscription fee, etc.);
- 10.25. uninsured items included in the purchased product;
- 10.26. changing, missing, non-conforming or violating the serial numbers of the purchased product;
- 10.27. other device bought at the same time as the purchased product;
- 10.28. the use of a technically defective (insured) product if it required repair;
- 10.29. defects or spare parts and repair costs incurred due to recall by the manufacturer;
- 10.30. faults and wear in remote controls (such as TV remotes), batteries, accumulators (even if they are an integral part of the purchased product), chargers;
- 10.31. parts of the purchased product which, according to their purpose or the nature of the work, tend to wear out or are replaced periodically.

HOW THE INSURANCE INDEMNITY IS PAID

- 11. The insurance indemnity is paid only on the principle of reimbursement of expenses and in the manner specified in the insurance contract – the repair of the purchased product or replacement with a new one.
- 12. If the replacement of the purchased product with a new one is selected, the costs will be reimbursed for purchasing the same or similar product.
- 13. If repairs to the purchased product are selected, the costs needed to restore the product to its condition before the insurance event will be reimbursed.
- 14. If the total amount of repairs exceeds the sum insured or if repairs are not possible, the product will be replaced with the same or a similar product.
- 15. If the purchased product is replaced with a new product, the insurance contract will be terminated due to its performance.
- 16. If the repair costs will be reimbursed, the insured person must contact the repair company appointed by the insurer to repair the product.
- 17. The costs for transporting a product weighing more than 10 kg to a repair company and back to the insured person shall be reimbursed if it takes place on the territory of Estonia.
- 18. The insurer has the right to keep the product or parts that remain after the product has been replaced or repaired.

SUM INSURED

- 19. The sum insured is equal to the purchase price of the product and the insurer is not liable for the amount of the sum insured determined incorrectly. The insurance indemnity may not exceed the sum insured. The sum insured is indicated on the insurance certificate.
- 20. The sum insured is not reduced by the paid insurance indemnity, except for the replacement of the purchased product with the same product.

PAYMENT AND REFUND OF INSURANCE PREMIUMS

21. The amount of the insurance premium, payment terms, and methods are indicated on the insurance certificate.
22. If the insurance premium or a part thereof is not paid on time, the insurer has the right to apply interest on arrears of 0.02% from the unpaid amount for each day of delay in payment.
23. Insurance premiums are automatically deducted from the bank account of the insured person if they conclude a standing order for that.
24. The insurance premium is refunded if the insured person decides to cancel the insurance contract within 30 days after concluding the insurance contract.
25. The unused balance of the insurance premium shall be returned to the insured person, if:
 - 25.1. the purchased product is returned to the manufacturer or seller due to a defective product;
 - 25.2. if the purchased product was lost or destroyed, but not due to an insured event and if evidence confirming this has been submitted;
 - 25.3. the insurance contract is terminated prematurely for any other reason.
26. The unused part of the insurance premium shall be calculated and refunded in proportion to the period remaining until the expiry of the insurance cover specified in the insurance contract, less the costs of administration and performance of the contract. The costs of managing and performing the contract are calculated according to the formula: $(0.3 \times X) + Y - Z$, where X is part of the insurance premium, proportional to the period remaining until the expiry of the insurance cover specified in the insurance contract; Y is the amount of insurance premiums paid and planned under this insurance contract; Z is the amount we received back as a recovery.
27. The unused balance of the paid insurance premium will not be returned to the insured person if the purchased product is lost or destroyed as a result of an insured event. After the payment of the insurance indemnity (replacement of the product with a new one), the sum insured is deemed to have been used and the contract terminates automatically and no unused balance of the insurance premium arises.
28. Cases of refund of the insurance premium or part thereof specified in these terms and conditions are final and no payment or part thereof shall be refunded for reasons other than those specified in the terms and conditions.

HOW THE INSURANCE INDEMNITY IS CALCULATED AND PAID

29. The insurance indemnity is equal to the loss, the amount of which arises from the insurance contract, the terms and conditions of the purchase protection insurance and the certificate, and the documents proving the fact of the loss and its amount.
30. The insured person must submit to Garantiikeskus OÜ:
 - 30.1. an application for insurance indemnity;
 - 30.2. purchase documents of the insured product;
 - 30.3. evidence that the event has been reported to the competent authorities if mandatory;
 - 30.4. data confirming the amount of loss and the fact that damage has occurred;
 - 30.5. information on the person responsible for the damage.
31. If the product is to be repaired according to the method of indemnification or if the insured person wishes it and it is more economically expedient to repair the product, the insurance indemnity is paid directly to the repair company, but the insured person pays the deductible to Garantiikeskus OÜ.
32. If the purchased product is replaced with a new one, the insurance indemnity is equal to the acquisition value of a new similar or analogous product, from which the deductible and insurance premiums payable are deducted.
33. If the insured person wishes to replace the purchased product with a new or similar product, the insured person may contact any seller. The insurance pays the insurance indemnity directly to the seller.
34. In the case of screen insurance, the screen repair costs are paid to the company that performed the repair. If the repair company detects other damage to the purchased product, the insured person has the opportunity to enter into a contract with the repair company for a complete repair of the product, and the insurance will reimburse the screen repair costs from the total costs of repair. By agreement, the replacement of the insured product with another product is indemnified if the cost is equal to the cost of replacing the screen of the purchased product.
35. The handling of the insured event and the performance of the insurer's obligation arising from the contract shall be performed pursuant to the procedure prescribed by law.

36. Unpaid insurance premiums that have not yet reached the due date are deducted from the insurance indemnity. When replacing a product with another product, all unpaid insurance premiums may be required to be paid, regardless of their payment deadlines.
37. If the person responsible for the damage has at least partially compensated the insured person for the damage, the insurance indemnity shall be reduced by the corresponding amount.
38. The insurance indemnity may be reduced or not paid, if:
 - 38.1. the insured person provides incorrect information about the purchased product and the circumstances that are important in assessing the amount of insurance risk and possible loss;
 - 38.2. the competent authorities and institutions were not notified in time if the notification was mandatory;
 - 38.3. the insured person was late in notifying of the event and as a result the damage increased, or the possibility to identify the circumstances of the event vanished;
 - 38.4. the insured person fails to perform the obligations arising from the insurance contract and the instructions of the insurer;
 - 38.5. the insured person does not take any measures that could reduce the damage caused.
39. The insurance indemnity shall not be paid if false information on the circumstances of the insured event has been submitted to the insurer.

CONCLUSION AND TERMINATION OF INSURANCE CONTRACT

40. The validity period of the insurance contract is indicated on the insurance certificate. The insurance contract enters into force when the full amount has been paid or, if paying in installments, the first payment has been made.
41. If the insured person is late in paying the insurance premium or the first installment, the insurance contract shall enter into force only from the day following the payment, if the payment was made within 1 (one) month from the term provided in the contract. In this case, the validity period of the insurance contract specified in the insurance contract shall not be extended. If the payment is not received within 1 (one) month as of the due date, the insurance contract shall not enter into force and shall be terminated automatically without the obligation to notify the insured person thereof.
42. If the insurance premium is paid in part, the insurance contract will not enter into force and no insurance cover will be provided.
43. If the insured person does not pay the installment of the insurance premium by the agreed time, the payment of which is not related to the entry into force of the insurance contract, the insurance cover is automatically suspended without prior notice and the insurer has the right to terminate the insurance contract pursuant to legislation.
44. The insured person must provide information on the circumstances, that may affect the assessment of the insurance risk, the probability of the occurrence of the insured event, and the amount of loss. Such information may be provided as a separate notification in a form, that can be reproduced in writing.
45. The insured person is obliged to provide information on whether the purchased product is already insured by other insurance companies.
46. The insurance contract expires:
 - 46.1. upon expiry of the term specified in the insurance contract;
 - 46.2. on the grounds provided for in legislation or the insurance contract;
 - 46.3. the destruction or loss of the purchased product, including theft, even if it was an insured event.
47. If a corresponding note is made in the insurance contract, the insurance cover is automatically extended for the same purchased product upon expiry of the term of the insurance cover. For this purpose a new insurance certificate is issued to the insured person, and if the insured person has previously concluded a standing order at their payment service provider, the insurance premium is automatically deducted from the bank account of the insured person. If the insured person does not wish to extend the contract, they can cancel it within 30 calendar days, and the insurance premium deducted from the insured person's account will be refunded. If the insurance premium is not paid automatically, the new insurance contract shall enter into force in accordance with the conditions set out in clauses 41-43.

RIGHTS AND OBLIGATIONS OF THE INSURED PERSON

48. The insured person is obliged to notify Garantiikeskus OÜ within 3 (three) working days of all circumstances that may affect the occurrence of the damage to the product and the amount of loss, otherwise the contract may be terminated and they may be asked to pay the costs that exceed the amount covered by the paid insurance premium.
49. If the insurer has received information about the increase in the insurance risk, the insurer has the right to change the terms and conditions of the insurance contract and demand payment of an additional insurance premium. However, if the insurance risk decreases, the insured person may request that the terms and conditions of the contract are changed and the insurance premium is reduced.
50. Upon the occurrence of the insured event, the insured person must:
 - 50.1. take measures to prevent and reduce the loss;
 - 50.2. notify Garantiikeskus OÜ of the case within 3 (three) working days at the latest;
 - 50.3. inform the competent authorities and institutions without delay if required;
 - 50.4. follow the instructions of the insurer and create the conditions for the investigation of the case.

PROCESSING OF PERSONAL DATA

51. In order to administer the insurance contract, ensure the insurance cover and satisfy the insurance claims, the insurer processes the personal data of the insured persons. Such information includes: first name and last name, telephone number and other contact details of the insured person, and other personal data necessary for the proper performance of the insurance contract.
52. Personal data may be collected directly from data subjects, the policyholder, and the insurance agent. The insurer shall process personal data only if one or more of the following legal bases apply:
 - 52.1. the data subject has consented to the processing of their personal data for one or more specific purposes;
 - 52.2. the processing of personal data is necessary for the performance of the insurance contract concluded with the data subject or for taking measures prior to the conclusion of the contract;
 - 52.3. the processing of personal data is necessary for the fulfillment of a statutory obligation of the insurer;
 - 52.4. the processing of personal data is necessary for the legitimate interest of the insurer or a third party, unless such interest is outweighed by the interests of the data subject or the fundamental rights and freedoms in the name of which the personal data must be protected.
53. If the data are processed with the consent of the data subject, the data subject may withdraw their consent at any time. If the insured person refuses to give the consent necessary for the administration of the insurance contract, provision of insurance cover and/or satisfaction of insurance claims or withdraws their consent, the insurer shall be released from the obligation to pay the insurance indemnity.
54. Personal data shall be stored for as long as is necessary for the purpose of their processing, but not less than the mandatory term for the storage of data (documents).
55. Data subjects have access to their personal data by contacting the insurer. They also have the right to request the rectification or erasure of personal data or to restrict and refuse to process the data. Data subjects may also file a complaint with a supervisory authority or a court. The e-mail address of the insurer's data protection officer is andmekaitse@seesam.ee. The principles of processing the personal data of the insurer can be found at www.seesam.ee.

SETTLEMENT OF COMPLAINTS AND DISPUTES

56. The insured person has the right to file a complaint against the activities of the insurer and the insurance agent with the Finantsinspektsioon (Sakala 4, 15030 Tallinn).
57. A person who has a dispute with an insurer arising from an insurance contract has the right to apply to the insurance conciliation body operating at the Estonian Insurance Association or to the Harju County Court to resolve the dispute. Additional information can be found on the website of the Estonian Insurance Association www.eksl.ee.
58. The law of the Republic of Estonia applies to the insurance contract.