



Terms and Conditions of Home Insurance

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KK101-2024
Valid from 08.10.2024

Table of Content

Definitions	p. 3
Insured Object	p. 3
Insuring a building	p. 4
Household contents insurance	p. 5
Items not covered by insurance	p. 5
Insurance Coverage and Insured Events	p. 6
Basic coverage	p. 6
All-risk insurance	p. 7
Basic Coverage and All-Risk Insurance Exclusions	p. 8
Additional coverages	p. 9
Sum insured and Insurable Value	p. 12
Specifications of Deductible	p. 12
Safety Requirements	p. 13
Important Circumstances Affecting Insurance Risk	p. 14
Indemnification	p. 14
Indemnification for damage to a building or facility	p. 15
Indemnification for damage to household contents	p. 15
Indemnification for accessory expenses	p. 15
Insurance contracts with a duration of more than 12 months	p. 15
Table of Insurance Sums and Limits of Indemnity	p. 16

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Unofficial translation. In case of differences in interpretation of following conditions, the Estonian text will be regarded as the original.

These terms and conditions apply to insurance contracts concluded at Gjensidige, covering building, household contents and liability. These terms and conditions apply together with the general insurance terms and conditions.

Definitions

1. **Insured person** is the owner of the insured object, a person who resides at the same insured location with the insured person (e.g., family members), or another person who has a legal basis for possessing or using the insured object.
2. **Third party** is a person who is neither the policyholder, the insured person, nor a person who is present at the insured location with the permission of the policyholder and/or the insured person.
3. **Place of insurance** is the address specified in the insurance contract where the insured object is situated.
4. **Permanent residence** is the place where the insured person permanently or primarily lives.
5. **Construction activity** the erection, establishment, installation, expansion, alteration, demolition, reconstruction, or renovation of a building or facility (e.g., replacing a roof, load-bearing structural element, exterior finish, technical system (a set of essential building equipment, installations, or communications along with necessary structural elements), or insulation). Construction activity does not include sanitary repairs, which are small-scale repair works within the interior finishing.
6. **Fully renovated building** is a building where the roof, electrical and heating systems, water and sewage systems have been replaced, and interior and exterior finishing works have been carried out.
7. **Reinstatement value** is the reasonable and justified expenses incurred to restore the insured building to its condition prior to the insured event, taking into account the size and level of finishing of the building before the occurrence of the insured event.
8. **Re-acquisition value** is the cost of acquiring a new equivalent object with the same technical specifications and characteristics. If an equivalent object is not available for sale as new, compensation will be based on objects that are functionally equivalent to the destroyed object. If no equivalent object is available for sale, the cost of acquiring an object as similar as possible to the destroyed object will be covered.

Insured Object

9. The insured object is the building, household property, or liability specified in the insurance contract. The insured objects that are not covered are specified in Clause 15.



10. An insured object can be a building constructed within the last 40 years, or an older building that has been fully renovated within the last 40 years prior to the conclusion of the insurance contract.
11. A building where construction activities are carried out is an insured object only if the construction activity is carried out under a building permit and the building is permanently connected to the ground, roofs, doors, and windows are installed and all openings in the external structure of the building or the facility are closed so that the third parties cannot enter without using tools.

Insuring a building

12. **A building** is a legitimate structure that is permanently connected to the ground, has indoor spaces separated from the external environment by a roof and other external barriers, and includes its essential parts that cannot be relocated without altering its intended use or reducing its value.
 - 12.1. Along with the building, the following are also covered:
 - 12.1.1. built-in furniture (e.g., built-in kitchen furniture, wardrobe);
 - 12.1.2. integrated kitchen appliances with a compensation limit of up to 2000 euros per insured event;
 - 12.1.3. sanitary ware;
 - 12.1.4. stationary electrical, water, sewage, heating, ventilation, climate control, fire extinguishing, communication, TV, audio, and security systems serving the building within the insurance location, but not beyond the connection point;
 - 12.1.5. a radio and television antenna permanently attached to the exterior walls of the building, grilles for openings (primarily windows or doors), window shutters, awnings, solar panels along with their essential components, lights, balcony/closed balcony and terrace up to 20 m²;
 - 12.1.6. stove, oven, fireplace.
 - 12.2. **The building shell** is insured as a new, soon to be completed building with a roof, exterior doors, and windows installed, and all openings in the external structure of the building or facility are closed so that third parties cannot enter without using tools. The building shell is an insured building with essential parts of the building, excluding interior and exterior finishes.
 - 12.3. **As part of a semi-detached house or as a terraced house unit** is insured the part of building in the sole use of the insured along with its essential components, is insured up to the interior finishing of the adjacent unit or the other half of the semi-detached house. Shared building parts (e.g., partition walls or barriers between terraces), stationary electrical, water, sewage, heating, ventilation, climate control, fire extinguishing systems serving the building up to their connection point, as well as facilities and auxiliary buildings are insured to the extent corresponding to the size of the ownership of the semi-detached house unit or terraced house unit.
 - 12.4. **As an apartment**, structurally defined living space and its parts are insured, which can be modified without infringing upon the rights of other apartment owners in the building, and in such a way that the conceptual part of the building is not harmed and the external appearance of the building remains unchanged. The apartment insurance also covers the following:
 - 12.4.1. interior finishing, including wall, floor, and ceiling covering materials (excluding removable carpet), suspended ceilings, non-load-bearing partitions, interior stairs, built-in furniture (e.g., built-in kitchen furniture, wardrobe), sauna, and sanitary ware. Together with the interior finishing, the insurance covers integrated kitchen appliances with a compensation limit of up to 2000 euros per insured event;
 - 12.4.2. doors and windows;
 - 12.4.3. the finishing of the included balcony, loggia, or terrace up to 20 m²;
 - 12.4.4. the finishing and door of the structure of the associated storage room and/or basement box, located in the same building and for the exclusive use of the insured;
 - 12.4.5. utility systems located in the apartment or serving the apartment. For example, electrical, ventilation, climate control, fire extinguishing, water, communication, security, sewage, and heating systems, as well as climate control units installed on the exterior of the building;
 - 12.4.6. oven, stove and fireplace.
 - 12.5. **Insurance of apartment ownership as part of a building** applies to apartment (description in section 12.4.) together with the share of joint ownership corresponding to the size of the ownership (e.g., part of the roof, load-bearing walls, corridor). Together with the apartment ownership, the insurance covers the proportionate share of the building's technical systems serving the apartment, including electrical, water, sewage, heating, ventilation, climate control, fire extinguishing, communication, and security systems (within the property/insurance location boundaries, but not beyond the connection point).



- 12.6. **Facility** insurance applies to a legal structure permanently connected to the ground, which is not a building but is located at the same place of insurance as the insured building and exclusively used by the insured person (e.g., fence, gate, shelter, septic tank, pool, hot tub, playground, sports facility, flagpole, terrace over 20m²).
13. **Automatically insured property**
- 13.1. Together with a private house, summer house, part of a semi-detached house, or terraced house unit, insurance coverage extends to a small building (up to 20 m²) and facility located in the same place of insurance, provided that they were constructed within the last 40 years or are older buildings that have been fully renovated within the last 40 years prior to the conclusion of the insurance contract.
- 13.2. The annual heating supply for the building (e.g., firewood, coal, heating oil, liquid gas).
- 13.3. Small buildings, facilities, and heating supply are insured with a compensation limit of up to 15,000 euros per insured event.

Household contents insurance

14. **Household contents** are personal movables used in the household located in the place of insurance for personal and household purposes. The sum insured for household contents shall be indicated in the policy.
- 14.1. Within the sum insured for household contents, the following are automatically covered per insured event with a compensation limit of up to:
- 14.1.1. 6,000 euros for personal property located in a storage room or basement box in the same building as the apartment, or in an outbuilding solely used by the insured person that is part of a detached house, summer cottage, semi-detached house, or terraced house unit;
- 14.1.2. 5,000 euros for fur, antiques, or items of artistic value (including paintings with frames and other essential parts, sculptures), or items made of precious metals or materials, located only at the insured location. Valuable items with a higher sum insured are covered if specified separately in the policy;
- 14.1.3. 3,000 euros for household contents accompanying the insured person outside the place of insurance within Estonia and during trips abroad for up to 30 days. The insurance coverage is valid if the insured household contents is under the direct supervision of the insured person at the time of the insured event (see safety requirements for how to safeguard property outside the home, section 40.17);
- 14.1.4. 3,000 euros for a mobile phone, tablet, desktop, or laptop computer owned by the insured person's employer or business, provided the insured person uses it for personal and household purposes;
- 14.1.5. 1,000 euros for uninstalled construction materials (e.g., pipes, paints, parquet) and uninstalled equipment (e.g., sanitary fixtures, climate control systems, heating systems) located in a building at a place of insurance. In the event of theft or vandalism, insurance coverage is valid only if the building's exterior doors are properly locked and windows are closed;
- 14.1.6. 1,000 euros for unregistered motor vehicles (e.g., garden tractor, motorboat, etc.) when stored in a closed building at the place of insurance.
- 14.2. If the policyholder has entered into an insurance contract to insure the household contents rented out by them, only the household contents owned by the policyholder is insured.

Items not covered by insurance

15. **The building and household contents insurance does not cover:**
- 15.1. an unfinished or incomplete building and/or structure, or any personal property located therein, unless separately agreed upon with Gjensidige;
- 15.2. an unoccupied building or any personal property located therein;
- 15.3. a building (including an apartment) rented out on a short-term basis (rental period less than one month) and any personal property contained therein;
- 15.4. a building used for business activities, such as a shop, hotel, warehouse, or production facility, or any property owned by a business entity;
- 15.5. solar panels and their essential parts that are not attached to the insured building;
- 15.6. wind generator;



- 15.7. a greenhouse or other structure covered with film or plastic, or any personal property located therein;
- 15.8. land, forests, plants, landscaping, agricultural, and garden produce;
- 15.9. roads, sidewalks, parking lots, stadiums, and courtyards;
- 15.10. animals, birds, and other living organisms (including fish);
- 15.11. Any structure and/or facility on or directly related to water (e.g., dock, pier, bridge, pontoon, dredging, water body boundaries, well);
- 15.12. a water body, including a pond;
- 15.13. food products, alcohol, medications, tobacco products, electronic cigarettes, psychotropic substances, prosthetics, implants, cosmetics, perfumes, household chemicals;
- 15.14. medical aids (e.g. electric wheelchairs, electric hospital beds, hearing aids, etc.) whose re-acquisition value exceeds 5,000 euros;
- 15.15. cash, bank card, coins, security (e.g. bond, check), lottery ticket, gift card;
- 15.16. documents (e.g., contracts, authorizations, commendations, diplomas, plans, project and archival materials), models, drawings, exhibition exhibits, collections, photographs, slides, except as specified in point 54.2;
- 15.17. information contained in the information processing system and data carrier, as well as software;
- 15.18. motor, off-road, air, or watercraft, agricultural equipment or machinery, and their trailers, production equipment, and drones which are subject to registration. Similarly, any additional equipment installed on or accompanying the aforementioned items is not covered by insurance;
- 15.19. mobile homes, tents, temporary structures, or any personal property located therein;
- 15.20. radioactive materials, fertilizers, firearms, ammunition, explosives;
- 15.21. assets used in business (including sole proprietorships), (except as specified in point 14.1.4);
- 15.22. property belonging to a third party that is insured and in the custody, possession, use, or held by the individual, except as specified in point 14.1.4;
- 15.23. property located in common areas of the apartment building (staircase, corridor, open storage room);
- 15.24. parts of the building, systems, or equipment that belong to the joint ownership of apartment owners and are for common use. For example, the interior finishing of the staircase, elevator, exterior finishing of the building, utility systems of the building including radiator and pipes, except when insuring the apartment ownership according to the size of the joint ownership.

Insurance Coverage and Insured Events

- 16. The insurance contract is valid for the insurance coverage specified in the insurance policy.
- 17. You can choose between basic coverage or all-risk insurance. Additional coverage options are available to accompany basic coverage or all-risk insurance.
- 18. Insured events are listed alongside the description of each insurance coverage.
- 19. All insurance coverage and insured events are subject to the exclusions and exceptions outlined in these and general terms and conditions of insurance.

Basic coverage

20. FIRE

- 20.1. **An insured event** is the damage or destruction of the insured object as a result of the following sudden and unforeseeable event:
 - 20.1.1. fire, where open flame spreads beyond the hearth, causing soot, smoke, and damage related to fire extinguishing activities;
 - 20.1.2. lightning strike (including ball lightning), resulting in visible physical damage to the insured object;
 - 20.1.3. an explosion (including a shock wave) that causes a fire.

21. STORM AND FLOOD

- 21.1. **An insured event** is the damage or destruction of the insured object as a result of the following sudden and unforeseeable event:
 - 21.1.1. a storm with a wind speed of at least 18 m/s according to the data from the nearest weather observation station to the place of insurance and the following result effects:



- 21.1.1.1. fallen or broken object;
 - 21.1.1.2. ingress of precipitation due to created openings;
 - 21.1.1.3. visible damages to the insured building or structure, and/or the property therein, caused by hail and ridged ice accompanying the storm.
 - 21.1.2. natural flood, where an exceptional rise in the water level (i.e., no flooding has occurred in the past 5 years) produces an unusual amount of water that the ground and/or properly designed and maintained drainage systems (including rainwater drainage and sewage systems) cannot absorb or divert.
22. **Pipeline leakage**
- 22.1. **An insured event** is the damage or destruction of the insured object due to the sudden and unforeseen release of liquid, caused by:
 - 22.1.1. the breakage of internal piping within the insured building or apartment (exclusively owned by the insured person up to the connection point);
 - 22.1.2. the breakage of a household appliance (e.g., washing machine or dishwasher) permanently connected to the internal water system of the insured building or apartment, and its connection components;
 - 22.1.3. a blockage in the sewage system exclusively owned by the insured person within the insured building or apartment.
23. **THEFT AND VANDALISM**
- 23.1. **An insured event** is the damage or destruction of the insured object as a result of the following sudden and unforeseeable event:
 - 23.1.1. theft. Gjensidige will compensate for the damage only if a third party had to remove an obstacle to reach the insured item, such as breaking or picking a locked door or closed window, or breaking through the building's enclosure;
 - 23.1.2. theft where the insured object was located outside the exterior of a detached house, summer cottage, semi-detached house/terraced house unit, or in the yard, terrace, or balcony, or on the terrace or balcony of an apartment or apartment ownership. Theft of such property is considered an insured event without the removal of barriers if the safety requirements for property storage have been followed;
 - 23.1.3. theft where a third party enters the building with a stolen key, remote control, or lock opening code;
 - 23.1.4. robbery, where a third party takes the insured item by using violence;
 - 23.1.5. vandalism, where a third party unlawfully damages or destroys the insured object, including breaking or damaging the building or its essential part during theft or robbery.
 - 23.2. If the key, remote control, or lock opening code was taken from the insured person's possession during theft or robbery, Gjensidige will reimburse the resulting expenses for repair, replacement, or reconfiguration up to 1000 euros per insured event, with no deductible applied in this case.

All-risk insurance

24. **In case of all-risk insurance, an insured event** can be any event mentioned in sections 20-23 and any other sudden and unforeseen event, provided that the event or damage is not excluded in these terms and conditions or in the general insurance terms and conditions. All-risk insurance coverage includes compensation for, among other things:
- 24.1. the destruction or damage of an electronic device or household appliance up to 4 years old, or the building's utility system up to 7 years old (e.g., heat pump, boiler, ventilation system, heating boiler), due to electrical disturbances (overvoltage, undervoltage, power fluctuations, grounding fault, short circuit, as well as power outage), including an electrical disturbance due to a storm or thunder or internal mechanical or electrical failure;
 - 24.2. damage to interior finishing and household contents resulting from water ingress through the insured building's structures (roof, wall, floor, ceiling, properly closed window or door). Damage up to 3000 euros is reimbursed provided that water ingress into the insured building has not occurred in the previous 5 years. Damage to the building's structures is not subject to compensation;
 - 24.3. damage related to the repair of the broken plumbing that caused the insured event, up to 1000 euros;
 - 24.4. damage caused by the rupture of a dam or other protective structure;
 - 24.5. damage caused by an emergency or malfunction of water or sewer pipes located outside the registered immovable boundary or connection point.



Basic Coverage and All-Risk Insurance Exclusions

25. In addition to the exclusions specified in general terms and conditions, **Gjensidige will not compensate for damage:**
- 25.1. to the heating appliance or its parts (e.g., stove, fireplace, chimney, boiler, dryer) due to fire (i.e., internal damage to the heating appliance), if the fire does not escape from the heating appliance;
 - 25.2. due to an explosion caused by hazardous substances not intended for household use;
 - 25.3. due to explosives, explosions that occurred in explosive depots, or as a result of professional blasting work;
 - 25.4. due to electrical disturbances that caused the insured object to be destroyed or damaged (overvoltage, undervoltage, power fluctuations, grounding fault, short circuit, as well as power outage), except in cases where electrical disturbance resulted in fire. Under all-risk insurance, damage caused by electrical disturbances is covered for electronic devices and household appliances up to 4 years old, and for building utility systems such as heat pumps, boilers, ventilation systems, and heating boilers up to 7 years old;
 - 25.5. due to any rise in water level (e.g., seasonal rise in groundwater level), unless it is due to an extraordinary natural rise in water level described in section 21.1.2;
 - 25.6. due to the weight of accumulated snow or ice (e.g., snow or ice not cleared from the roof);
 - 25.7. due to water or snow entering through openings or barriers of the building, unless the openings are caused by the storm referred to in section 21.1.1 of the insurance terms and conditions and storm insurance coverage has been selected;
 - 25.8. due to water entering through the building's structures (roof, wall, ceiling, properly closed window or door), excluding flooding as described in section 21.1.2 and all-risk insurance coverage as per section 24.2;
 - 25.9. due to the effects of natural forces on the building and/or structure, where the structures have deteriorated, i.e., decayed, degraded, cracked, or worn out;
 - 25.10. due to the settling, cracking, movement, contraction, or expansion of the soil, building, or its part, regardless of the cause, including both gradual occurrences (such as pipe breakage due to house settlement or ground movement) and sudden events (such as blasting, excavation work, regardless of who performed the work);
 - 25.11. due to freezing when adequate insulation is not provided and safety requirements are not followed;
 - 25.12. due to the rupture of a dam or other protective structure, except under all-risk insurance;
 - 25.13. due to weather conditions affecting household contents located outside the building but are not intended for outdoor use;
 - 25.14. due to an accident or malfunction of water or sewer pipes located outside the registered immovable boundary or connection point, except under all-risk insurance;
 - 25.15. due to broken plumbing that caused the insured event, except under all-risk insurance as per section 24.3;
 - 25.16. due to fraud, deception, embezzlement, or extortion;
 - 25.17. due to theft of the insured object in a public space without the use of violence, or theft at a time when the insured object was unattended or unlocked, if continuous immediate supervision or locking was required according to the insurance policy (e.g., leaving the insured item unattended in a café, building unlocked);
 - 25.18. due to theft where the policyholder or an equivalent party collaborated with the thief or robber in committing the theft;
 - 25.19. due to poor-quality construction, renovation, installation, or maintenance work, including cases where the cause is substandard building materials, construction techniques, or design (including the absence of a design where it is legally required), except in cases where fire or pipe leakage occurs. In such cases, the resulting damage is compensated, but the object causing the damage is not compensated;
 - 25.20. due to the installation, assembly, routine maintenance, improvement, preservation, replacement of parts, or refurbishment of the insured object (such as cleaning the boiler, flushing the heating system, painting walls, replacing window seals, etc.);
 - 25.21. due to damage to the insured object itself without external influence during normal use (such as the door or window closing mechanism breaking during normal use; a cupboard that has been on the wall for years falling down on its own and smashing the stove. Gjensidige compensates for the damage caused by such an insured object to another insured object, but does not compensate for the cost of the object that caused the damage itself);



- 25.22. due to the insured object's own internal mechanical or electrical failure or breakage (such as a heating device breaking due to internal overpressure; a TV ceasing to function due to internal malfunction). The above does not apply in the case of all-risk insurance as per section 24.1;
- 25.23. due to the insured object's internal and external minor damage (including stains, spots, dents, dings, scratches, abrasions, colour changes, tears, cracks, etc.) that do not impede the intended use of the object (e.g., wine stains on an armchair, scratches on the floor from moving a sofa);
- 25.24. due to the gradual process that has occurred over time (such as normal wear and tear, corrosion, rotting, decay, spoilage, material fatigue, snow, ice, limescale, wear, excessive moisture, including condensed moisture, accumulation of water vapor, mould, mildew, fungal infection, as well as damage resulting from a broken corroded pipe);
- 25.25. due to the building, facility, interior finishing, or building envelope due to the fact that it is not in use or has been left unheated and safety requirements have not been followed;
- 25.26. due to the loss, disappearance, or forgetting of the insured object (excluding the loss of keys under the Home Assistance²⁴ insurance coverage);
- 25.27. due to sports equipment (including bicycles, scooters, self-balancing vehicle, skis, etc.) or a stroller during its normal use;
- 25.28. due to an item used in business, financial, or professional activities, or damage arising from the insured person's business, financial, or professional activities, except in cases specified in section 14.1.4 and to the extent mentioned therein;
- 25.29. due to pests, insects, birds, or animals (including domestic animals), including hidden damages that occur gradually (such as ants building a nest inside the walls of the house);
- 25.30. that had occurred before the signing of the insurance contract or the occurrence of which was evident at the time of signing of the insurance contract;
- 25.31. which is covered by mandatory liability insurance (such as motor third-party liability insurance) or public insurance (such as unemployment insurance);
- 25.32. for which the manufacturer, supplier, maintainer, builder, or other contractor is liable under contract or law (such as a maintenance contract, warranty);
- 25.33. as an additional expense incurred in the restoration of the building due to the requirements imposed by the National Heritage Board;
- 25.34. as a purely economic expense (such as additional water, electricity, gas, or heating costs and/or telephone expenses, decrease in income or profit, or loss of sales revenue);
- 25.35. if the existence of the damaged item cannot be confirmed during the event inspection or evidenced by a purchase document or any other form of proof;
- 25.36. due to environmental pollution or contamination.

Additional coverages

Additional coverages can be selected only if all basic coverages or all-risk insurance have been selected.

26. LIABILITY INSURANCE

- 26.1. **An insured event** unexpected and sudden unlawful damage to a third party by the insured person or persons equal to them during the insurance period, as a result of which the insured person is obliged to compensate for damage in accordance with Estonian legislation.
- 26.2. The insurance contract offers a selection of various insurance coverages:
 - 26.2.1. **Liability insurance for possessor of an immovable**, which covers claims related to the possession of the insured object that are causally connected to the possession of the same building insured under the same insurance policy;
 - 26.2.2. **Private person's liability insurance**, which includes liability insurance for possessor of an immovable, as well as damage caused unlawfully to a third party by the policyholder and the members of the same family living at the place of insurance as indicated on the policy, for which civil liability arises and which is not excluded by the terms and conditions herein. Members of the same family include the insured person's spouse, partner, parents, and children up to 18 years of age, if they reside together at the place of insurance and form a common household.
- 26.3. The precondition for compensation is that the event causing the damage occurred during the insurance period and a claim has been filed against the insured person by a third party. All claims arising from one and the same event are considered as a single insured event.
- 26.4. Gjensidige must be notified of the submitted claim immediately, but no later than within 12 months. In case of delayed notification, Gjensidige is released from the obligation to fulfil the claim.



- 26.5. Furthermore, Gjensidige indemnifies, in advance and within the insured sum, court and extrajudicial costs (such as court fees, legal representation, and advisory fees of parties involved in legal proceedings) as provided for in the Civil Procedure Code, up to a maximum of 3000 euros, if necessary for the defence of the insured person's rights and if no exclusion specified in the insurance contract applies.
- 26.6. **It is not considered an insured event under liability insurance and Gjensidige does not indemnify claims for damages, which:**
- 26.6.1. occurred and/or were known to the insured person before the signing of the insurance contract;
 - 26.6.2. occurred outside the Republic of Estonia;
 - 26.6.3. were caused by gross negligence or intentionally (including maliciously);
 - 26.6.4. were committed while under the influence of alcohol, narcotics, toxic substances, or similar intoxication;
 - 26.6.5. are related to the insured person's economic or professional activities, performance of work or service duties (including internships), as well as being a member of the management body of a legal entity;
 - 26.6.6. occurred to the property belonging to a third party (e.g. loss) while it was in the possession or use of the insured person (e.g. in custody, loan, processing or repair);
 - 26.6.7. were caused by the insured person's contractual liabilities and obligations, guarantees (including statutory fines, interest, penalties, etc.);
 - 26.6.8. arose from the control of a source of greater danger, including owned (including leased, borrowed, rented, or operated) land, water, or airborne vehicle belonging to the insured person;
 - 26.6.9. arose from construction activities, excavation, demolition, or repair works, if such activities require a permit or consent under the law (including directives established by the apartment association in the articles of association or other documents, such as consent from apartment owners, etc.), and if the aforementioned permit or consent has not been obtained;
 - 26.6.10. arose from a situation that should have been foreseeable (such as the rupture of worn-out piping, collapse of a building or part thereof earmarked for demolition);
 - 26.6.11. were caused by mould, fungi, including dry rot, or asbestos;
 - 26.6.12. arose as a result of the use of chemicals, due to an infectious disease or infection;
 - 26.6.13. incurred in connection with sports competitions or participation in professional sports (including both training and competitions), hunting or other activities that require a license;
 - 26.6.14. incurred in connection with a bird or animal belonging to the insured person, unless otherwise specified in the policy;
 - 26.6.15. related to family law disputes or between the insured, his/her family members and with mutual claims of his/her close relatives;
 - 26.6.16. incurred from a co-owned object (e.g. damage caused due to the breakage of a vertical pipe that is co-owned by apartment owners will not be compensated);
 - 26.6.17. are non-pecuniary or based on loss of income or resulting from unjust enrichment;
 - 26.6.18. are indemnified under mandatory liability insurance (e.g. motor third party liability insurance) or public insurance (e.g. unemployment insurance) or for which a third party (e.g. seller, manufacturer, importer, maintainer, installer or builder of the insured object) is liable under a contract (e.g. maintenance contract, guarantee);
 - 26.6.19. are caused by force majeure, radioactivity, radiation, toxicity, environmental pollution or nuisance;
 - 26.6.20. incurred from an explosion caused by dangerous substances not intended for domestic use;
 - 26.6.21. incurred as a result of improper handling or storage of a weapon or explosives or as a result of blasting work;
 - 26.6.22. incurred from vibrations, noise, odours, dust (including construction dust), smoke or soot (except in the event of fire);
 - 26.6.23. are related to the damage caused to intellectual property, processing of personal data or privacy, identity theft, insulting a third party, spreading false information, damage to honour and dignity;
 - 26.6.24. are related to the use of food, alcohol, tobacco products, electronic cigarettes, psychotropic substances or drugs.
27. **RENTAL EXPENSES FOR TEMPORARY RESIDENCE**
- 27.1. The prerequisite for indemnifying the rental expenses for a temporary residence is that as a result of the insured event of the insurance cover specified in the policy, the permanent insured place of residence has become uninhabitable and it is necessary to rent a new temporary residence. The insurance cover for the rental expenses for a temporary residence does not extend to persons living in the place of insurance under a lease contract.
- 27.2. The following reasonable and documented expenses, pre-approved by Gjensidige, will be reimbursed:



- 27.2.1. rental expenses for temporary residence equivalent to the insured person's permanent residence. If the residential space is rented for a period shorter than one week, the maximum daily compensation is 100 euros,
- 27.2.2. the expenses of moving from temporary residence to permanent residence;
- 27.2.3. the expenses of storing household contents (such as renting storage space).
- 27.3. Gjensidige reimburses rental expenses for temporary residence up to the insured sum indicated in the policy, but not exceeding the equivalent of 12 months and not exceeding the restoration of the insured person's permanent residence.
 - 27.3.1. **Gjensidige does not reimburse** the expenses for finding temporary residence or the utility bills for temporary residence.
- 28. **LOSS OF RENTAL INCOME**
 - 28.1. The precondition for compensation for rental income loss is that as a result of an insured event covered by the policy, the place of insurance has become uninhabitable, and the tenants residing therein are forced to terminate the lease contract or temporarily vacate the place.
 - 28.2. The insured person acting as the landlord will be compensated for reasonable and documented loss of rental income. Reasonableness is assessed based on the average market price.
 - 28.3. To receive compensation, the insured person acting as the landlord must provide Gjensidige with the current lease contract in force at the time of the insured event, stating the amount of the existing rental income, as well as evidence of rental income received (such as a bank statement).
 - 28.4. Gjensidige indemnifies the loss of rental income up to the sum insured specified in the policy, but not more than for 12 months and not for longer than until the restoration of the place of insurance.
 - 28.5. **Gjensidige does not cover** the utility bills, late fees, penalties, lease fees, or security deposits of damaged or temporary residence.
- 29. **HOME ASSISTANCE²⁴**
 - 29.1. Through the Home Assistance²⁴ service, Gjensidige indemnifies for the unavoidable initial cost for solution of an emergency situation caused by sudden and unforeseen damage to an insured private house, semi-detached / terraced house, apartment or apartment ownership, including the cost of call-outs, services, and necessary materials. The Home Assistance²⁴ service applies only to damage occurring at the place of insurance.
 - 29.2. The sum insured for the Home Assistance²⁴ service per event is specified on the policy. If the cost of providing assistance exceeds the sum specified on the policy, the policyholder is responsible for paying the excess to the service provider.
 - 29.3. Under the Home Assistance²⁴ service, a specialist in emergency services will arrive to the site and provide the following services:
 - 29.3.1. in case of a water-related incident, the specialist will stop the initial leak and dry the place of insurance;
 - 29.3.2. in case of an electrical or heating emergency, the specialist will disconnect the fuses and, if necessary, set up an alternative heating device for up to 12 hours;
 - 29.3.3. in case of a door lock malfunction, lost or stolen keys, the specialist will repair or replace the lock;
 - 29.3.4. removing the fallen object (e.g., tree) from the insured object, temporarily covering any resulting openings, and if necessary, setting up temporary surveillance for up to 12 hours;
 - 29.3.5. in case of the breakage of the glass in the front door or the exterior window, the specialist will temporarily close the opening and clean up the broken glass.
 - 29.4. The Home Assistance²⁴ service is applicable only if the emergency call is made to the Home Assistance²⁴ phone number specified on the policy. When calling, indicate:
 - 29.4.1. home insurance policy number or policyholder's personal identification code;
 - 29.4.2. the address of the place of insurance and a brief description of the event.
 - 29.5. If the situation can be resolved independently, the call-out must be cancelled as soon as possible before assistance arrives. Uncancelled call-outs are considered as insured events for the Home Assistance²⁴ service.
 - 29.6. The Home Assistance²⁴ service is not provided if:
 - 29.6.1. the malfunctions resulting from the event do not disrupt the safe operation of the home or pose a threat to people's health and safety (e.g., boiler malfunction outside the heating season, burned-out light bulb, cracked glass, etc.);
 - 29.6.2. the malfunction is recurrent and the insured person has not taken measures to prevent recurring damage;
 - 29.6.3. the power outage is due to planned maintenance or force majeure.



Sum insured and Insurable Value

30. The sum insured is the sum specified on the policy, which is the maximum payout amount per insured event. The sum insured does not decrease by the amount of compensation paid out. The policyholder is obliged to notify Gjensidige of the correct sum insured, including to draw Gjensidige's attention if the sum insured does not correspond to the actual circumstances and may lead to a situation of over- or underinsurance.
31. **The insurable value is the value** of the insurance interest at the time of the occurrence of the insured event.
32. The insurable value of the building is the reinstatement value or the agreed insurance sum on the policy, except for the exceptions mentioned in sections 33 and 34.
33. **The insurable value of heat pumps, boilers, water heaters, and air conditioners is the re-acquisition cost**, from which the depreciation of the device is deducted as follows:
 - 33.1. for devices up to 4 years, no depreciation is taken into account;
 - 33.2. for a device of 4-10 years, depreciation is 50%;
 - 33.3. for a device over 10 years, depreciation is 75%;
 - 33.4. The above depreciation is not applied in the event of a fire that starts outside the utility system.
 - 33.5. The age of utility systems is calculated from the day it was purchased brand new. If no purchase date is provided, the insurer shall refer to the release date of the particular model.
34. Solar panels permanently attached to the exterior of the building, along with their components (such as battery bank, module), are insured at reinstatement value with a limit of indemnity up to 20,000 euros per insured event.
35. **The insurable value of household contents is the re-acquisition value**, except for the exceptions mentioned in selection 36.
36. The determination of the insurable value for the household contents listed below is based on the following:
 - 36.1. **For mobile phones (including smartphones), smart or sports watches, and tablets, the insurable value is:**
 - 36.1.1. 100% of the cost of an equivalent new device for devices up to 6 months old;
 - 36.1.2. 70% of the cost of an equivalent new device for devices 6-12 months old;
 - 36.1.3. 50% of the cost of an equivalent new device for a devices 12-24 months old;
 - 36.1.4. 25% of the cost of an equivalent new device for devices older than 24 months;
 - 36.1.5. The age of the device is calculated from the day it was purchased brand new. If no purchase date is provided, the insurer shall refer to the release date of the particular model.
 - 36.2. **For desktop or laptop computers, photo or video equipment and their components, TVs, audio, music, or home theatre systems, robot devices (including robot lawnmowers, robot vacuum cleaners), or their additional devices, the insurable value is:**
 - 36.2.1. 100% of the cost of an equivalent new device for devices up to 12 months old;
 - 36.2.2. 70% of the cost of an equivalent new device for a devices 12-24 months old;
 - 36.2.3. 50% of the cost of an equivalent new device for a devices 24-48 months old;
 - 36.2.4. 25% of the cost of an equivalent new device for devices older than 48 months;
 - 36.2.5. The age of the device is calculated from the day it was purchased brand new. If no purchase date is provided, the insurer shall refer to the release date of the particular model.
 - 36.3. **The insurable value of vehicles not subject to registration** is the market value of an equivalent item, an item with the same technical characteristics and properties, i.e. the local average selling price, taking into account the age, wear and tear, etc. of the item before the occurrence of the insured event. If an equivalent item cannot be acquired, the market value is calculated as the cost of purchasing a new equivalent item, minus the depreciation of the insured object.
 - 36.4. **The insurable value of objects of antique or artistic value, objects of precious metal or material** is the actual value of the item, which is the local average selling price of the item before the insured event occurred.

Specifications of Deductible

37. Gjensidige applies to the following items or their accessories the household content deductible indicated on the policy but not less than 200 euros for each damaged item:
 - 37.1. a mobile phone (including smartphone), smart or sports watch;
 - 37.2. a tablet, desktop or laptop computer, photo or video equipment, TV, sound, music or home theatre system;



- 37.3. robotic devices, including a robotic mower, a robot vacuum cleaner, etc.
- 38. Gjensidige does not apply the deductible if, as a result of an insured event:
 - 38.1. only the glasses of the front door or window of the building are damaged;
 - 38.2. the insured building is destroyed by more than 50%.

Safety Requirements

- 39. The insured person and equivalent persons (including tenants) are obliged to adhere to safety requirements. If the insured event occurs due to a breach of safety requirements, Gjensidige is released from paying insurance indemnity to the extent that the breach of safety requirements influenced the occurrence of the insured event or the extent of the damage.
- 40. To ensure safety:
 - 40.1. the insured person must use, install, store, and maintain the insured object in accordance with legal regulations and operating instructions, exercising due diligence;
 - 40.2. the insured building must comply with construction regulations, and the building's construction documentation must be in accordance with the law;
 - 40.3. the heating, electrical, and technical systems must be designed, constructed, installed, commissioned, cleaned, and maintained properly. In the absence of requirements, they must be operated and maintained in a manner that ensures safety;
 - 40.4. flues and chimneys must be cleaned at least once a year. In cases specified by law, this must be done by a chimney sweep who holds the necessary professional qualifications;
 - 40.5. when using fire outside of heating appliances (e.g., welding, bonfires, grilling), one must adhere to the fire safety requirements established by law for such activities;
 - 40.6. the building's roof must be regularly inspected and maintained. During the winter period, one must regularly clear snow and ice (including icicles) from the roofs and balconies of buildings, and apply anti-slip measures on walkways at the insured location;
 - 40.7. the building's water supply, sewage, heating, and cooling systems must be regularly maintained, including protected from freezing:
 - 40.7.1. in a building that is not sufficiently heated, or in a building which is not permanently occupied and where the outside temperature drops below 0 degrees, the water supply, sewerage, heating and cooling systems must be emptied and closed;
 - 40.7.2. a swimming pool, a hot tub, a barrel sauna, etc., without sufficient heating must be drained of water if the outside temperature falls below 0 degrees;
 - 40.8. the building's rainwater and wastewater pipelines, rainwater drains, drainages and sedimentary wells must be regularly maintained;
 - 40.9. a check valve must be fitted to the opening connected to the sewerage system;
 - 40.10. access must be provided to technical systems, where required;
 - 40.11. depreciated equipment must be replaced;
 - 40.12. access routes and passageways to buildings, structures, fire-fighting and rescue equipment and water intake points must be kept free;
 - 40.13. automatic security and fire alarms must be regularly maintained and kept in working order:
 - 40.13.1. automatic fire alarms must be activated around the clock connected to the security company;
 - 40.13.2. if there is a security alarm system, the system must be switched to a state of alert when leaving home;
 - 40.13.3. keys, access and surveillance system codes must be used in such a way that prevents them from falling into the possession of third parties. For example, the keys should not be left in the pocket of a jacket left unattended in a café. If the key or code is lost or falls into illegal possession, the insured person must immediately replace the lock or code;
 - 40.14. when leaving the building, one must make sure that all doors, windows, hatches and other openings are closed to protect the property from the weather and locked in such a way that it is impossible to enter it without breaking a barrier or lock preventing access to the property's location;
 - 40.15. when leaving the place of insurance or at nightfall, items taken outdoors, to a first-floor balcony, or terrace, or left in a vehicle must be brought into a locked building. This includes lawnmowers, hobby and sports equipment (except for robot lawnmowers, garden furniture, grills, and trampolines);
 - 40.16. the trampoline must be protected from strong winds or stormy weather. A trampoline must be secured with trampoline anchors, and it must be fastened at a minimum of three points. During the winter, the safety net and poles must be removed, along with the padding, and the frame, springs, and jumping mat should be covered with a trampoline cover;



- 40.17. the insured household contents carried outside the place of insurance must be under constant and immediate supervision, locked within a building or a locked vehicle, in a concealed location within the cabin or trunk:
 - 40.17.1. a bicycle or stroller carried outside the place of insurance must be under constant and immediate supervision or stowed in a locked building or locked with a wheel lock on a fixed object in a temporary absence;
- 40.18. the item causing the insured event must be repaired or replaced in a manner that eliminates the risk of further damage arising from the same cause in the future;
- 40.19. the household contents stored in a cellar below ground level must be elevated at least 12 cm above the floor surface.
- 40.20. It is prohibited to:
 - 40.20.1. use damaged or defective electrical equipment, cables, or wires;
 - 40.20.2. leave the heating fireplace, heat blower, burning candles or other source of fire unattended or entrusted to minors;
 - 40.20.3. place unquenched, hot coal or ash in a place where, if ignited, it can cause damage to the insured object;
 - 40.20.4. use an open fire or gas flame to defrost frozen pipelines;
 - 40.20.5. leave in working mode and unattended electrical equipment that is not intended for continuous operation;
 - 40.20.6. have electrical and fire-related work performed at the place of insurance by individuals lacking the competence as per legal regulations.

Important Circumstances Affecting Insurance Risk

- 41. Important Circumstances affecting insurance risk are primarily:
 - 41.1. information and alterations in information requested or received by Gjensidige from the policyholder prior to the signing of the insurance contract, or circumstances not specifically inquired by Gjensidige but reasonably understood by an average prudent policyholder that such information may affect the insurance risk;
 - 41.2. the transfer, change in purpose of use, abandonment of use, or renting out of the insured object;
 - 41.3. abandonment of or cessation of operation of security and/or fire alarm systems in the insured building, apartment or apartment ownership unit;
 - 41.4. cases where the safety requirements specified in the insurance contract for the insured object are not fulfilled;
 - 41.5. multiple forms of insurance in respect of the insured object;
 - 41.6. failure to comply with the special conditions specified in the policy.
- 42. Gjensidige must be notified immediately of any factors affecting the insurance risk. If Gjensidige has not been informed, it reserves the right to deny payment of insurance indemnity.

Indemnification

- 43. Gjensidige indemnifies for the damages incurred as a result of an insured event to the extent agreed upon in the insurance contract.
- 44. The form of indemnity is determined by Gjensidige. Forms of indemnity are monetary compensation, restoration or replacement of the insured object with an equivalent. Financial compensation is paid to the beneficiary specified in the insurance contract.
- 45. If the restoration/repair of the insured object is technically possible and economically feasible, the insured object will be restored/repared. The repairer or service provider is appointed by Gjensidige.
- 46. If the restoration/repair of the insured object would result in unjust enrichment for the policyholder because the item was already depreciated, previously damaged, or worn before the occurrence of the insured event, and the damage does not significantly reduce the value of the object, Gjensidige compensates for the incurred loss financially, based on the pre-damage condition (depreciation) of the damaged item and the local average market value.
- 47. Gjensidige does not compensate for any increase in the cost of restoration works after 6 months from the decision on indemnification for the damage.
- 48. The share of value-added tax refunded to the policyholder or other recipient of compensation under the law is not considered part of the damage, unless it has been agreed in the insurance contract that the insurance compensation will be paid together with the share of value-added tax.



49. If the damage is compensated with monetary payment, it is the obligation of the policyholder to repair or replace the item that caused the insured event in a manner that eliminates the risk of future damage arising from the same cause. Gjensidige reserves the right to request evidence from the policyholder regarding the use of financial compensation for the mitigation of the damage.

Indemnification for damage to a building or facility

50. In the case of a building or facility, Gjensidige indemnifies the costs of restoration on the basis of documents certifying the actual restoration.
51. If the building or facility is not going to be restored, Gjensidige compensates for the insurance indemnity part where the depreciation of the building or facility has been deducted from the reinstatement value. Depreciation is calculated based on the condition of the building, particularly considering its age and wear and tear. The uncompensated depreciation part shall be indemnified upon the policyholder's corresponding application if the insurance indemnity is used for the restoration of a building or facility of the same type and purpose at the same place of insurance within one year from the date of the indemnification decision. To verify this, the policyholder must provide Gjensidige with photos of the work completed thus far, along with invoices and corresponding payment receipts for the incurred expenses, along with the application mentioned in the previous clause.

Indemnification for damage to household contents

52. In case of the destruction, theft/robbery of household contents or if repair thereof is deemed impractical, Gjensidige compensates for the insurable value of insured object.
53. Upon compensation for the insurable value of the household contents, the ownership of the insured object transfers to Gjensidige. If possession and ownership of the insured object are not transferred to Gjensidige before compensation of the insured item's insurable value, Gjensidige reserves the right to reduce the compensation by the post-insurance-event residual value of the insured object.

Indemnification for accessory expenses

54. If Gjensidige is obligated to compensate for the incurred damage arising from the insured event specified in the policy's coverage, Gjensidige also compensates for the following necessary and reasonable expenses incurred by the insured person:
- 54.1. up to 10% of the sum insured of the damaged object, but not more than to the extent of 10,000 euros, which is necessary for cleaning, demolition, removal and disposal of debris of property damaged and remaining as a result of an insured event. These costs are also indemnified by Gjensidige if they exceed the sum insured together with other compensation;
 - 54.2. to issue a new document certifying the identity or right to drive of a person permanently residing in the same place of insurance as the policyholder, provided that it has been destroyed as a result of an insured event.

Insurance contracts with a duration of more than 12 months

55. If the insurance contract is concluded for a period longer than 12 months, Gjensidige reserves the right to amend the standard terms and/or insurance premiums, by notifying the policyholder at least 14 days in advance. No changes are permitted during the first 12 months of the insurance contract.
56. To amend the insurance contract during its validity period, Gjensidige sends the policyholder a new policy and the revised contractual documents. The old policy becomes void from the start date indicated on the new policy.
57. Gjensidige sends the new policy and amended contract documents to the email address provided by the policyholder, or if not available, to the postal address sent to Gjensidige, at least 14 days before the amendments take effect. Amendments may not be retroactive. By sending a notice to the provided email address or postal address the notice is will be deemed to have been delivered.
58. If the policyholder does not agree to the amendments in the insurance contract, they have the right to terminate the insurance contract within 14 days after receiving the notice.



Table of Insurance Sums and Limits of Indemnity

The table provides an informative summary of the sums insured and the limits of indemnity specified in the terms and conditions of insurance.

Insurance cover	Indemnity limit, but not exceeding the sum insured	Reference to section
Kitchen appliances integrated in interior design	2,000 euros	12.1.2; 12.4.1
A facility, small building and a year's worth of heating supply located at the same place of insurance and not indicated on the policy	15,000 euros	13.3
Household contents in a storage room/basement box located in the same building, in a facility or adjacent building belonging to a private house	6000 euros	14.1.1
Furs, articles of antique or artistic value or of objects of precious metal or material	5,000 euros	14.1.2
Household contents outside the place of insurance within Estonia or up to 30 days outside Estonia	3,000 euros	14.1.3
Mobile phone, tablet, desktop or laptop belonging to the insured person's employer or company	3,000 euros	14.1.4
Uninstalled building material in a closed space at the place of insurance	1,000 euros	14.1.5
Motor vehicles not subject to registration	1,000 euros	14.1.6
The cost of replacing the lock in case of theft of the key, remote control, unlocking code	1,000 euros without deductible	23.2
Water ingress through the structure of the building, provided that no water ingress has occurred in the previous 5 years (only in the case of all-risk insurance)	3,000 euros	24.2
The cost of repairing a broken pipeline or the system itself that caused the insured event (only in case of all-risk insurance)	1,000 euros	24.3
Judicial and extrajudicial costs indicated in the Code of Civil Procedure	3,000 euros	26.5
Rental expenses for a temporary residence for a period of less than one week	100 euros per day	27.2.1
Rental expenses for a temporary residence until the restoration of the place of residence	Up to 12 months	27.3
Loss of rental income until the place of insurance is restored	Up to 12 months	28.4
Solar panel installed on the private house along with its components.	20 000 euros	34
Accessory expenses for cleaning, demolition, removal and disposal of damaged and remaining property up to 10% of the sum insured for damaged object	Up to 10,000 euros	54.1

