

General Third Party Liability terms and conditions T001/2023

Valid from 01.01.2024

This is unofficial text. In case of dispute the Estonian wording shall prevail.



This document constitutes a part of the insurance contract concluded with the Estonian branch of AB "Lietuvos draudimas" (hereinafter PZU*), the insured risk being the financial obligations arising from the civil liability of the insured person. In matters not regulated herein, the parties to the insurance contract shall be guided by the agreements set forth in the insurance contract, the Law of Obligations Act, and other relevant legislation.

These terms and conditions shall apply solely to damages arising from legal violations occurring within the scope of the insured activity. The terms shall not apply to liability based on product liability (e.g., damage caused by a defective product sold), employer's liability (e.g., work accidents and occupational diseases), or professional liability (e.g., errors by an auditor, notary, or architect). Separate terms shall apply to product liability, employer's liability, and professional liability.

1. Policyholder, Insured Person, and Persons Used in Business Activities

- 1.1. The policyholder is a person having insurable interest who has entered into an insurance contract with PZU.
- 1.2. The insured person is the policyholder or any person specified in the insurance contract whose associated insurable risk is covered.
- 1.3. Insurance coverage extends to damage caused by persons used in business activities by the insured person, if the damage was related to the insured activity and the insured person incurred a statutory obligation to compensate for the damage (e.g., if a subcontractor used by the insured person was at fault for the occurrence of the damage).

2. Insurance Event

- 2.1. An insurance event is the occurrence of unexpected and unforeseen damage to a third party during the insurance period, causally related to the insured person's activity specified in the insurance contract (hereinafter referred to as the event), resulting in the insured person incurring a statutory obligation to compensate for the damage.
For example, an individual has insured their liability as a building owner; during the insurance period, an icicle falls from the roof of the building, causing damage to a third party passing by the building.
- 2.2. Events listed in point 5 are not considered insurance events.
- 2.3. All events arising from the same cause and claims arising from the same event are considered one insurance event. The time of occurrence of the event is considered to be the time of the first event. Compensation for damage is based on the terms of the insurance contract in effect at the time of the event.
For example, if snow falling from a roof damages several vehicles parked on the street, it is considered one insurance event.

3. Validity of the Insurance Contract

- 3.1. The insurance contract is valid for the agreed period and location specified in the contract. If the insurance contract does not specify a location, PZU will compensate for the insurance event if the damage occurred in the Republic of Estonia, the claim is submitted under the laws of the Republic of Estonia, and falls under the jurisdiction of the courts of the Republic of Estonia.
- 3.2. Insurance coverage extends to claims reported to PZU within three years after the end of the insurance period, provided that the event on which the claim is based occurred during the insurance period.
- 3.3. The parties to the insurance contract may agree on an extended claims reporting period upon conclusion of the insurance contract. The extended claims reporting period extends the time for reporting claims by the agreed-upon period.

4. Insurance Compensation, Legal Expenses, Deductible, and Compensation Procedure

- 4.1. Insurance compensation is the monetary amount paid out for the compensation of damage in the event of an insurance occurrence.
- 4.2. Legal expenses, as understood in these terms, refer to the amount spent on legal assistance, expertise, and court proceedings in processing claims.
- 4.3. PZU reimburses legal expenses if necessary for repelling claims against the insured person and protecting the insured person's rights. Only legal expenses previously agreed upon with PZU are eligible for reimbursement. PZU does not reimburse legal expenses if they do not relate to an insurance event or if compensation for damage is excluded by the insurance terms.
- 4.4. The compensation limit (or insurance sum) is the maximum total payout amount for all obligations agreed upon in the insurance contract.
- 4.5. The individual event compensation limit is the maximum amount payable for all claims arising from the same event. If no separate individual event compensation limit has been agreed upon, it is considered equal to the insurance contract's compensation limit.
- 4.6. Additionally, a separate compensation limit may be agreed upon in the insurance contract for a specific activity or risk defined therein. If no separate compensation limit for the activity or risk has been agreed upon, it is considered equal to the insurance contract's compensation limit.
- 4.7. The compensation limit decreases by the amount of compensation and legal expenses paid out under the insurance contract. By mutual agreement, the compensation limit may be restored. PZU may charge an additional fee for restoring the compensation limit.
- 4.8. The deductible is the monetary amount agreed upon in the insurance contract that remains the responsibility of the policyholder for each insurance occurrence.
- 4.9. The deductible applies to claims arising from the same cause or event only for the first payable insurance compensation.
- 4.10. The deductible does not apply to legal expenses unless otherwise agreed upon.
- 4.11. Compensation for damage is based on the terms of the insurance contract in effect at the time of the event, the compensation limit, and the deductible.
- 4.12. PZU reserves the right to offset payment against the outstanding insurance premium until the end of the insurance period.
- 4.13. If the insured person has reached an agreement with the claimant or has already compensated the claim or part thereof, it is not binding on PZU.

5. Exclusions

- 5.1. PZU does not compensate fines, coercive fines, warning fines, late fees, etc., imposed in administrative or criminal proceedings or in a similar manner.
- 5.2. PZU does not compensate non-pecuniary damage (pain and suffering claims).
- 5.3. PZU does not compensate pure financial loss, i.e., loss not related to the damage of property or person.
- 5.4. PZU does not compensate for lost income, except for income reduction related to personal health damage.
For example, loss of income due to being on sick leave is compensable.
- 5.5. PZU does not compensate for damage caused by unauthorized representation, unjust enrichment, public offer of compensation, or presentation of property.
- 5.6. PZU does not compensate for damage caused by events or circumstances of which the policyholder or the insured person was aware before entering into the insurance contract.
For example, if the insured person knows before insuring the risk that they damaged a pipe during construction, although the

- damage has not yet occurred or been discovered.*
- 5.7.** PZU does not compensate for sanctions, fines, contractual penalties, guarantee claims, excise duties, or customs duties, as well as penalties added to the damage.
For example, if the insured person has agreed in the contract to a contractual penalty in case of causing damage.
- 5.8.** PZU does not compensate for damage claims arising from the contract if they expand the insured person's liability, limit the insured person's rights, or otherwise differ from the conditions for compensating damage provided by law.
For example, agreements that expand the amount or extent of damage, agreements to waive counterclaims, extension of the limitation period for claims, etc.
- 5.9.** PZU does not compensate for damage caused by copyright or trademark infringements.
- 5.10.** PZU does not compensate for damage caused by failure to meet service deadlines or budgets, price changes, or lack of approvals.
For example, starting construction without a building permit, delays in work, increases in the cost of work due to material price increases, etc.
- 5.11.** PZU does not compensate for damage caused by the non-performance of services or expenses that the insured person must bear to correct or redo improperly performed work (including the insured person's own costs for additional materials or work hours).
For example, if the insured person paints a wall sloppily and has to repaint it.
- 5.12.** PZU does not compensate for damage caused by defects in sold, intermediated, or manufactured products. Product liability insurance is necessary for this protection.
- 5.13.** PZU does not compensate for damage caused by accidents at work or occupational diseases involving a person working with the insured person. Employer's liability insurance is necessary for this protection.
- 5.14.** PZU does not compensate for damage related to professional consultations, advice, measurements, calculations, design, planning, treatment, etc. Professional liability insurance is necessary for this protection.
- 5.15.** PZU does not compensate for damage caused by intoxication, regardless of the substance causing the intoxication (for example, the cause of intoxication may be a narcotic, alcohol, mushrooms, overdose of medications, etc.).
- 5.16.** PZU does not compensate for damage caused outside the insured activity agreed upon in the insurance contract.
For example, if the insured activity is electrical work, damage caused by plumbing work is not covered.
- 5.17.** PZU does not compensate for damage resulting from the visibly or knowingly poor condition of a building, facility, device, or their parts or from neglecting the duty of care, including not implementing primary measures to prevent damage upon discovering a defect.
- 5.18.** PZU does not compensate for damage resulting from natural wear and tear or from foreseeable or avoidable holes, cracks, gaps, or other damage caused by weather conditions.
- 5.19.** PZU does not compensate for damage caused by precipitation entering a building, except in cases where it was an unexpected and unforeseen primary event not caused by the visibly poor condition of the building, uncovered openings, or neglect of the duty of care.
For example, there should be no visible or known cracks or other uncovered or unsealed openings through which precipitation can enter the building, and snow on the roof must be regularly cleared.
- 5.20.** PZU does not compensate for damage caused to concealed cables or pipelines unless the location of the cables or pipelines has been determined according to a plan or project before starting the work, the execution of the work has been coordinated with the owner or possessor of the said objects, and all relevant requirements and regulations for the execution of the work have been followed. In case of causing a leak, the cost of the leaked substance itself, including leaked water, fuel, or gas, is not compensated.
- 5.21.** PZU does not compensate for damage related to disruptions or interruptions in water, heat, or electricity supply.
- 5.22.** PZU does not compensate for damage caused by vibration or soil subsidence.
- 5.23.** PZU does not compensate for damage related to the demolition or dismantling of an object not subject to demolition or dismantling or damage to a directly related object. Compensation for damage caused to an existing object directly related to the object to be demolished (for example, a common wall) is only payable if the damage caused is not, in terms of the nature of the work, unexpected, usual, and foreseeable.
For example, holes left in the wall after removing an item are not unexpected and unforeseen damage.
- 5.24.** PZU does not compensate for damage caused by the removal or weakening of load-bearing support elements, except if permitted by the construction project or if the event that caused it was unexpected and unforeseen or if the damage occurred due to other compensable damage (subsequent damage).
For example, if a crane falls and damages a support element, etc.
- 5.25.** PZU does not compensate for damage associated with damage to visual organs caused by viewing welding flames.
- 5.26.** PZU does not compensate for damage covered by compulsory motor third-party liability insurance.
- 5.27.** PZU does not compensate for damage covered by compulsory liability insurance (for example, concerning liability arising from waste law, railway law, liquid fuel law, etc.) unless agreed upon in the insurance contract.
- 5.28.** PZU does not compensate for damage covered by another valid cost-based insurance coverage (for example, property insurance, all-risk construction insurance, social or health insurance). This insurance contract applies only to cases where the benefit limit of another cost-based insurance contract has been exhausted or if a claim has been made by another insurance company under a contract.
- 5.29.** PZU does not compensate for damage caused by asbestos, toxic mold, fungus, dry rot, genetically modified substance or organism, electromagnetic field, radioactive or other radiation, nuclear energy, tobacco or tobacco product including e-cigarettes and their components, narcotic substance or poison including pesticides.
- 5.30.** PZU does not compensate for damage caused by PFAS (per- and polyfluoroalkyl substances).
- 5.31.** PZU does not compensate for damage caused by urea-formaldehyde, diethylstilbestrol, dioxin, furan, or substances whose use in cosmetics is prohibited (for example, diethanolamine, monoethanolamine, and triethanolamine, 1,4-dioxane, xylene, toluene, or dimethylbenzene, etc.) or known hazardous plastic additives (for example, phthalates, melamine, polyamide, bisphenol A, perfluoro compounds or nonylphenol and its derivatives) or transmissible spongiform encephalopathy (TSE), including bovine spongiform encephalopathy (BSE) or Creutzfeldt-Jakob disease (vCJD).
- 5.32.** PZU does not compensate for damage related to non-land-based (off-shore) objects and marine structures, underwater works, demolition works, underground mines, port services, or airport services or aviation objects including any activity on airport premises or aviation-related objects.
- 5.33.** PZU does not compensate for damage related to watercraft (such as ships, boats), caused by or related to activities on a watercraft including shipbuilding and ship repair or the use, maintenance, or other servicing of a watercraft. Separate agreements in the insurance contract are required for these objects and works.
- 5.34.** PZU does not compensate for damage related to aircraft, caused by or related to activities on an aircraft including the use, repair, maintenance, or other servicing of an aircraft. Separate agreements in the insurance contract are required for these objects and works.
- 5.35.** PZU does not compensate for claims between insured persons.
- 5.36.** PZU does not compensate for claims made against the insured person by their parent, subsidiary, or affiliated company, or by a person who is the insured person's legal representative, owner, manager, family member, or close relative.
- 5.37.** PZU does not compensate for damage caused to property in the custody, care, processing, etc., of the insured person, including theft, robbery, or loss of property (for example, damage to rented tools, damage to a car brought in for repairs, damage to goods in stock, etc.). The exclusion does not apply to real estate (for example, damage to a rented building, damage to a third party's roof during snow removal service, damage to a structure during construction work, etc.).
- 5.38.** PZU does not compensate for damage related to landfill or waste management center activities.
- 5.39.** PZU does not compensate for damage related to regular pollution, pollution fees, relocation of species or individuals, or compensation fees or other obligations arising from the Environmental Liability Directive (ELD). Insurance coverage for environmental damage only applies to damage caused by an unexpected and unforeseen event (for example, unexpected leaks or spills, etc.), and only direct financial damage and the cost of pollution cleanup are covered.

- 5.40.** PZU does not compensate for damage caused by force majeure, war (including special operations, etc.), coup d'état, revolution, strike, civil unrest, state of emergency, confiscation, nationalization, natural disaster, crime, terrorism, cyber risk including security breach, hacking, cyberattack, or other cyber incidents.
- 5.41.** PZU does not compensate for damage caused by a criminal act, except in cases where the criminal act was not intentional or deliberate, and if the crime does not involve financial or insurance fraud. If PZU compensates for damage caused by a crime, it has the right to recover the compensation and handling costs from the perpetrator of the crime.
- 5.42.** PZU does not compensate for intentionally caused damage or damage caused by gross negligence.
- 5.43.** Insurance coverage does not apply to claims and/or liabilities related to an area or land subject to financial and/or trade restrictions (e.g., embargo). Insurance coverage also does not apply to individuals subject to international financial, economic, or trade sanctions under domestic or international law, decisions, or agreements, even if insurance has been arranged for such individuals. In such cases, the insurance company has no obligation to compensate, and in the event of the aforementioned circumstances, the insurance company reserves the right to terminate the insurance contract prematurely.
- 5.44.** PZU does not compensate for damage related to non-compliance with requirements established in Regulation (EU) 2016/679 of the European Parliament and of the Council (General Data Protection Regulation) and regulations adopted under the Regulation within the Republic of Estonia, nor does it cover damage caused by violations of data processing requirements.

6. Safety Requirements

Regarding safety requirements, insured individuals and individuals used in economic activities are considered equal to the policyholder.

- 6.1.** The policyholder and individuals equal to the policyholder are obligated to comply with safety requirements arising from the laws and regulations applicable in the Republic of Estonia, relevant guidelines, best practices, and the insurance contract.
- 6.2.** The policyholder and individuals equal to the policyholder are required to act responsibly and carefully to prevent harmful consequences and to implement customary measures to avoid damage.
- 6.3.** PZU has the right to verify the implementation of safety requirements and other circumstances related to insured risks during the validity of the insurance contract and during the handling of insurance events, and to demand data from the policyholder and individuals equal to the policyholder regarding the aforementioned circumstances.

7. Policyholder's Obligations

The policyholder is responsible for the behavior of the insured individual in fulfilling the obligations arising from the insurance contract in the same way as for their own behavior.

- 7.1.** The policyholder is obliged to:
 - 7.1.1.** provide complete and accurate information for assessing insurance risks and report all significant circumstances known to them that affect PZU's obligation to compensate, including both the possibility of the insured event occurring and the extent of the resulting damage, and PZU's decision to conclude the insurance contract on the agreed terms;
 - 7.1.2.** allow PZU's representative to inspect the insured location, risks, and necessary documentation;
 - 7.1.3.** promptly inform PZU of any increase in the likelihood of damage occurring and/or an increase in damage already incurred (changes compared to what is stated in the insurance contract or the circumstances presented at the time of contracting);
 - 7.1.4.** promptly report cases of multiple insurance;
 - 7.1.5.** introduce the terms of the insurance contract to all insured individuals and individuals used in economic activities;
 - 7.1.6.** explain the obligations arising from the insurance contract to individuals whose activities may result in the liability of the insured individual and to individuals who, due to their job responsibilities, must ensure the fulfillment of the insured individual's obligations under the insurance contract;
 - 7.1.7.** comply with the laws of the Republic of Estonia, guidelines for the use, storage, etc., of equipment, materials, etc., safety require-

ments specified in the insurance contract, and special and additional conditions;

- 7.1.8.** take all reasonable measures to prevent insurance events and reduce damage, avoid increasing the possibility of insurance risk, and ensure that the same is done by individuals whose activities may result in the liability of the insured individual;
- 7.2.** In the event of an insurance event or upon becoming aware of damage, the policyholder is obliged to:
 - 7.2.1.** immediately take measures to limit and reduce the extent of damage;
 - 7.2.2.** promptly report the event to:
 - 7.2.2.1.** the police, if it involves a criminal offense;
 - 7.2.2.2.** the fire department, if it involves a fire or explosion;
 - 7.2.2.3.** the competent authority or person if it involves other cases requiring notification;
 - 7.2.3.** report the event or damage to PZU in writing in a way that allows for reproduction as soon as possible after becoming aware of it, personally or through a representative. If the exact time of the event cannot be determined, the time when the insured individual should have become aware of the event shall be considered;
 - 7.2.4.** if possible, keep the location of the event intact until instructed by PZU;
 - 7.2.5.** follow the instructions received from PZU;
 - 7.2.6.** provide PZU with all existing information necessary to determine PZU's contractual obligations or to make a claim, including all documents regarding the cause and extent of the damage, and authorize PZU to obtain necessary information and documents;
 - 7.2.7.** promptly inform PZU if the damage is covered by a third party;
 - 7.2.8.** the list of obligations of the insured individual mentioned above is not exhaustive. Other points in these terms and other insurance contract documents may also contain additional obligations.

8. PZU's Obligations

PZU is obliged to:

- 8.1.** introduce the documents related to the insurance contract to the insured individual before concluding the insurance contract;
- 8.2.** explain the changes in PZU's standard terms and/or insurance premiums made during the validity of the insurance contract;
- 8.3.** keep confidential the data disclosed to it in connection with the insurance contract. Data may be transmitted to the insurer's cooperation partner or the policyholder's representative for the purpose of concluding new insurance contracts, handling claims, seeking expert opinions, or making claims;
- 8.4.** register the claim notification and, at the request of the insured individual, issue a confirmation thereof;
- 8.5.** immediately commence claim handling after receiving the claim notification and determine the extent of compensable damage;
- 8.6.** inform the insured individual as soon as possible about the documents necessary to determine the cause and extent of the damage resulting from the event;
- 8.7.** make a decision on compensation or refusal thereof no later than within 10 business days from the receipt of all required documents and determination of the extent and circumstances of the damage. In the event of a criminal proceeding being initiated, PZU has the right to postpone the decision if criminal proceedings have been initiated in a case of insurance fraud and/or the obligation to compensate depends on the outcome of the proceedings;
- 8.8.** compensate for the damage immediately after making the decision on compensation or as soon as possible after making the decision on compensation. Upon the insured individual's request, PZU pays an advance on compensation for which the obligation and amount of compensation are known.

9. Release of PZU from the Obligation to Fulfill the Insurance Contract

PZU is partially or fully released from the obligation to fulfill the insurance contract if:

- 9.1.** the policyholder or the insured individual has breached the obligations arising from the insurance contract or safety requirements, and this is causally related to the occurrence of the insurance event and/or the extent of damage resulting therefrom;
- 9.2.** the insurance event occurred due to gross negligence or intentionally caused damage;
- 9.3.** the insured individual waives their right to recourse, provided that failure to waive the claim would have allowed for claiming compensation for damage from a third party.

10. Multiple Insurance

- 10.1.** Multiple insurance occurs when the same insurance risk is partially or fully insured by the same or multiple insurers, and the total amount of compensation payable by the insurers exceeds the extent of the damage. In the case of multiple insurance, insurers are jointly liable as solidary debtors.

11. Right of Recourse of PZU and Return of Insurance Compensation

- 11.1.** If PZU has been released from the obligation to fulfill the insurance contract vis-à-vis the insured individual but pays insurance compensation to the injured party (e.g., in the case of compulsory liability insurance), PZU has the right of recourse against the insured individual up to the amount of the compensation paid.
- 11.2.** In the event of damage caused by an individual used in the insured individual's economic activities, PZU has the right to assert a recourse claim against the individual responsible for the damage after paying the insurance compensation.
For example, if the insured individual, acting as the main contractor, uses subcontractor X in a certain segment of their activities, and the latter causes damage to a third party during this work, PZU may assert a recourse claim against subcontractor X in the event of compensating for the damage.
- 11.3.** The insured individual is obligated to return the insurance compensation to PZU if circumstances excluding compensation or if the damage has been compensated by a third party become apparent after the compensation for the damage has been paid.

12. Method of Transmitting Notices

- 12.1.** All notices to be transmitted between the parties to the insurance contract during the performance of the contract must be presented in a form allowing for reproduction.

13. Insurance Contract for More Than 12 Months

- 13.1.** If the insurance contract is concluded for more than 12 months, PZU has the right to change the standard terms of the insurance contract and/or insurance premiums, but not for the first 12 months of the insurance contract.
- 13.2.** If the insurance contract is concluded for more than 12 months, the policyholder may withdraw from the contract within 14 days of its conclusion. The deadline for compliance is met by sending the withdrawal statement within the deadline. The deadline does not start until PZU has informed the policyholder of the right to withdraw and the policyholder has confirmed receipt of the notice with a signature. If the policyholder is not notified of the right to withdraw, the right to withdraw expires one month after the payment of the first insurance premium.
- 13.3.** If the insurance contract is changed during its validity, PZU sends new amended contract documents to the policyholder, and the amended part of the old policy becomes invalid from the date of entry into force of the new amendment as indicated in the new amendment agreement.
- 13.4.** In case of changing the contract, the amended contract documents are sent to the email address provided to PZU, or if not available, to the postal address provided to PZU, at least 14 days before the effective date of the changes. The change cannot be retroactive. Sending to the specified email address or postal address constitutes delivery.
- 13.5.** If the policyholder does not agree with the change in the insurance contract, the policyholder may terminate the insurance contract within 14 days of the changes taking effect. The deadline for compliance is met by sending the termination statement within the deadline. The deadline does not start until PZU has notified the policyholder of the right to terminate, and the policyholder has confirmed receipt of the notice with a signature. If the policyholder is not notified of the right to terminate, the right to terminate expires one month after the payment of the insurance premium following the entry into force of the change.

14. Data Processing and Protection

- 14.1.** The insurer processes the data of the policyholder, insured person, and others (hereinafter referred to as personal data) for the purpose of concluding and fulfilling the insurance contract, as specified in clause 14 and in accordance with the extent and manner provided for in the relevant legislation.

- 14.2.** Personal data includes all data of the policyholder transmitted to the insurer by the policyholder or their representative and collected by the insurer, including but not limited to contact details, business data, insurance and claims history, as well as special categories of personal data, such as information regarding the health status or disabilities of the injured party.
- 14.3.** The insurer shall adhere to the processing and protection of personal data in accordance with the requirements of the General Data Protection Regulation of the European Parliament and of the Council, the Data Protection Act, the Insurance Activities Act, and other relevant legislation. The insurer protects personal data with security and confidentiality rules and has implemented necessary organizational, physical, and information technology measures for the protection of personal data. The insurer limits the processing of personal data to the minimum necessary to achieve the objectives specified in clauses 14.4 and 14.5. According to the Insurance Activities Act, the insurer's employees and authorized data processors are obliged to keep personal data confidential indefinitely.
- 14.4.** The insurer has the right, under the Insurance Activities Act, to process personal data for the purpose of fulfilling the insurance contract, ensuring the performance of the insurance contract or submitting claims, assessing insurance risks, including making automated decisions based on processing, and assessing insurance risks related to persons associated with the policyholder or other pre-contractual measures for concluding insurance contracts and issuing policies. The insurer has the right to process necessary personal data for pre-contractual measures and determining the obligation to perform, as required by law, without the consent of the policyholder.
- 14.5.** If the policyholder gives consent to the insurer for receiving marketing information about the insurer's services, personal data will be used to provide the policyholder with information about upcoming special offers or campaigns. For the purpose of sending marketing information, the insurer makes inquiries, analyses, sorts, and selects personal data. For the purpose of studying individual habits, the insurer conducts surveys, records, organizes, and analyzes data to improve service provision.
- 14.6.** The insurer has the right to transfer personal data to third parties (authorized processors) used by the insurer to fulfill its obligations. Information about authorized processors is provided on the insurer's website www.pzu.ee. Agreements on the processing of personal data have been concluded with all authorized processors.
- 14.7.** In the event of an insurance event, the insurer has the right to transmit personal data related to the damage event to all insurance companies operating in Estonia to an accessible data register. Personal data related to the damage event can also be used by all other insurance companies operating in Estonia. The purpose of using the data is to verify the existence of the obligation to compensate for the damage, determine the extent of the damage, assess risks, and determine insurance premiums. Data is also used for statistical purposes and other purposes necessary for the provision of insurance services.
- 14.8.** The insurer has the right to exchange personal data with third parties specified in the law for risk assessment and mitigation purposes, as well as for fulfilling obligations arising from legislation (e.g., implementing international financial sanctions).
- 14.9.** When transmitting personal data to authorized processors, the insurer requires compliance with security and confidentiality rules according to the principles established by the insurer.
- 14.10.** The insurer retains personal data for as long as necessary for the purposes of processing personal data or fulfilling obligations arising from legislation, including considering the limitation period for claims arising from the insurance contract.
- 14.11.** The policyholder has the right to access their personal data processed by the insurer in the insurer's office, except where such right is restricted by law. The policyholder also has the right to request amendments to their personal data in the insurer's documents if they are not accurate or request the deletion of data if they are not processed in accordance with the provisions of these conditions and legal requirements.
- 14.12.** The policyholder has the right to prohibit the processing of their personal data, except where the insurer processes personal data lawfully to fulfill obligations stipulated by law. To exercise the aforementioned right, the policyholder can send a corresponding declaration of intent to the email address info@pzu.ee. If the policyholder believes that their requirements for the processing of personal data have been violated, they have the right to lodge a complaint with the insurer or the Data Protection Inspectorate.

15. Dispute Resolution Procedure

- 15.1. Disputes and disagreements arising from insurance contracts shall be attempted to be resolved through negotiations. If the parties fail to reach an agreement, the dispute shall be settled in accordance with the laws of the Republic of Estonia.
- 15.2. The policyholder has the right to apply to the insurance reconciliation body operating under the Estonian Insurance Association for the resolution of disputes arising with the insurer. Before the reconciliation procedure, the policyholder must submit a claim to the insurer and allow it to respond. Additional information on the reconciliation procedure is available on the Estonian Insurance Association's website www.eksl.ee.
- 15.3. The policyholder has the right to lodge a complaint with the Financial Supervision Authority regarding the insurer's activities. Further information on filing a complaint with the Financial Supervision Authority can be found on the website www.fi.ee.
- 15.4. For the resolution of disputes, the policyholder has the right to apply to the Harju County Court under the conditions and procedures provided for in the laws.