

# Safely.



## Safely Terms and Conditions of Landlord Insurance

TH-RSFL-20211



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

This document contain If's Safely Terms and Conditions of Landlord Insurance that constitutes an essential part of the insurance agreement. Please take the time to review these insurance conditions. Should you need further clarification on any item contained therein, please call If's Insurance Line at +372 7771211 or e-mail If at info@if.ee. We will be happy to answer any questions you may have.

## Use of These Terms and Conditions

1. Safely Terms and Conditions of Landlord Insurance are used along with the General Terms and Conditions of Insurance of If P&C Insurance AS. This means that the rights and obligations provided for below apply additionally to the rights and obligations provided for in the General Terms and Conditions of Insurance, being mutually unexclusive.

## Place of Insurance

2. The place of insurance is the address of the insured object (rental housing) prescribed in the insurance contract where insurance cover applies.
3. Rental housing is deemed to constitute an apartment, townhouse, and/or residential building regarding which the policyholder has contracted an administrative solution and which is covered by landlord insurance.

## Policyholder, Insurer, and Insured Person

4. The policyholder, i.e. the person that contracted the relevant insurance contract, is **AbleTrace OÜ** and the insurer is **If P&C Insurance AS** (hereinafter If).
5. The insured person, aka the insured, is the owner of the rented apartment, townhouse, or residential building that is covered by insurance in the case of Home Assistance, rent loss insurance cover, and insurance cover for damage caused by the tenant. In the case of rental payment insurance cover, the tenant of the rented apartment, townhouse, or residential building is the insured person.

## Home Assistance

6. Please note that Home Assistance insurance only applies to such home assistance and damage preventive assistance services noted below which were ordered via If's Insurance Line +372 7771211. Assistance ordered in any other manner will not be indemnified.
7. Home Assistance insurance and damage preventive assistance insurance only apply in the case of an accident that occurred at the place of insurance.
8. In addition to the above restrictions, General Exclusions also apply.

## Telephone consultancy

9. If's Insurance Line +372 7771211 will advise you on what to do if a sudden and unforeseeable accident takes place in your home and how to prevent more extensive damage if possible.

## Assistance in the case of accidents involving water supply

10. An insured event consists in penetration of fluid or steam into the place of insurance due to sudden and unforeseeable breaking of a home appliance permanently attached to plumbing or of indoor plumbing.
11. In the case of an accident involving water supply, Home Assistance provides the following services:
  - 11.1. on-site visit by an accident-related service provider;
  - 11.2. stopping of leakage;
  - 11.3. covering of the cost of replacement or repair in the place of insurance of the element that caused the damage.
  - 11.4. Thawing of frozen pipes does not constitute an insured event.

## Temporary repair of the consequences of an accident

12. An insured event consists in damage sustained by an object covered by home insurance as a result of the following:
  - 12.1. fire, explosion, lightning strike;
  - 12.2. hail or wind;
  - 12.3. flood if no floods have occurred in the place of insurance during the last 10 years;

- 12.4. flood caused by wind;
- 12.5. torrential rain (more than 30 mm an hour or more than 50 mm within 12 hours);
- 12.6. falling of a tree, post, or another similar object;
- 12.7. breaking of a window or door glass;
- 12.8. breaking in to the place of insurance by a third person;
- 12.9. being hit by a land vehicle if the vehicle was driven by a third person;
- 12.10. intentional damaging or destroying of the relevant assets by a third person.

13. In the case of an above insured event, Home Assistance insurance provides the following services:
- 13.1. on-site visit by an accident-related service provider;
  - 13.2. temporary repair, coverage, or enforcement of the insured object with temporary means to protect the assets from outer impact and increased damage.

### **Assistance in the case of lock malfunction**

14. An insured event consists in malfunction of or damage (including during break-in or attempted break-in) sustained by the lock of the place of insurance, unlawful changing of the lock by the tenant, and failure by the tenant to return keys.

15. In the case of an insured event involving lock malfunction, Home Assistance insurance provides the following services:

- 15.1. on-site visit by an accident-related service provider;
- 15.2. lock repair or replacement.

### **Manned guarding of the place of insurance**

16. An insured event consists in a sudden and unexpected event as a result of which doors or windows in the place of insurance cannot be securely closed (window has been broken, lock is not working etc.). An insured event also consists in sudden and unexpected damage to the building as a result of which a third person can enter the place of insurance (fire, storm damage etc.).

17. Home Assistance insurance arranges for manned guarding of the place of insurance until temporary removal of the damage incurred but not for longer than 12 hours.

### **Finding of temporary residence and moving**

18. An insured event consists in a sudden and unexpected event (fire, explosion, storm, flood etc.) as a result of which the permanent dwelling in the place of insurance has become uninhabitable.

19. In the case of an insured event, Home Assistance arranges for finding of and moving into a temporary residence. A temporary residence is found correspondingly to the location, size, and quality of the damaged or destroyed dwelling. It does not indemnify the costs of using the temporary dwelling (rent, utility costs etc.).

### **Damage preventive home assistance**

20. An insured event consists in the emergence of a real risk of damage to the insured object as related to the following:
- 20.1. sudden and unforeseeable breaking or blockage of a home appliance permanently attached to plumbing or of indoor plumbing;
  - 20.2. fire, explosion, lightning strike;
  - 20.3. hail or wind;
  - 20.4. falling of a tree, post, or another similar object.

21. The sum insured of damage preventive home assistance is 100 euros per insured event.

22. In the case of an insured event, damage preventive assistance insurance indemnifies the cost of the relevant assistance service within the extent of the sum insured. If the cost of assistance exceeds 100 euros, the recipient of the service pays the exceeding amount to the assistance service provider. Preventive home assistance insurance does not involve an insurance deductible.

**Example.** A sewage pipe is blocked and the insured apartment is at risk of water damage. Removal of the blockage costs 90 euros. Damage preventive assistance insurance indemnifies 90 euros.

### **Action to take in the case of an insured event covered by Home Assistance and damage preventive assistance**

23. In the case of an insured event, immediately call If's Insurance Line at +372 7771211. Tell If the exact address of the place of insurance and name of the person calling, what happened, and what type of assistance is required.

24. To make sure the Home Assistance service can be provided, ensure free access to the place of insurance, allow the place of insurance to be inspected, and the cause of damage to be ascertained and removed.

## **Rent Loss Insurance Cover**

25. An insured event consists in becoming uninhabitable of the rental housing as a result of an unexpected and sudden event.

26. It indemnifies rent lost as a result of an insured event for the time period during which the rental housing was uninhabitable, yet for no more than 6 months and no more than 3,000 euros.

27. Lost rent is calculated based on the rent applicable during taking place of the insured event. The landlord must prove the amount of the applicable rent. If proof of the amount of rent is not filed with If, If has the right, upon determination of indemnity, to use as a basis the rental amount assessed as applicable by an expert.
28. If has the right to reduce the indemnity if restoration of the rental housing is postponed due to the policyholder or the owner of the rental housing.

## Insurance Cover for Damage Caused by the Tenant

29. An insured event consists in damage caused to the insured object by the tenant and/or the tenant's family members permanently residing with the tenant.
30. Unlike provided for in item 43 of these Terms and Conditions of Insurance and in the General Terms and Conditions of Insurance, an insured event also consists in damage caused to the insured object intentionally or due to gross negligence by the tenant and/or the tenant's family members permanently residing with the tenant.
31. The insured object for the purposes of insurance cover for damage caused by the tenant is the apartment, townhouse, or residential building located in the place of insurance and the landlord's movables located therein. The insurable value of the aforementioned buildings is their reinstatement value, i.e. the cost of restoration of the building to its former state in the place of insurance, not accounting for depreciation. Underinsurance is not applicable.
32. If does not indemnify damage if such indemnification is excluded pursuant to the chapter entitled General Exclusions, except in cases provided for in item 30.

## Rental Payment Insurance Cover

33. Rental payment insurance cover constitutes insurance for financial losses of the tenant of the place of insurance (hereinafter the 'tenant'). If indemnifies damage caused by deterioration of the tenant's economic situation in adherence to these Terms and Conditions of Insurance.
34. An insured event under the rental payment insurance cover constitutes becoming unemployed of the tenant as a result of the following:
- 34.1. the employer terminated the tenant's employment contract due to reasons outside the tenant's control;
  - 34.2. the employer terminated the tenant's employment contract due to the tenant's state of health;
  - 34.3. the tenant was released from public service due to reasons outside the tenant's control;
  - 34.4. the tenant was released from public service due to the tenant's state of health;
  - 34.5. the tenant terminated their employment contract after a bankruptcy order took effect as regarding the employer.
35. The time of taking place of an insured event is deemed to be the day on which the tenant received notice (e.g. notice of dismissal) of termination of their employment contract or release from public service.
36. In the case of an insured event under the rental payment insurance cover, If indemnifies such rent for the place of insurance which the tenant failed to pay, yet for no more than two months and no more than 3,000 euros.
37. If pays above indemnity, provided that on the day of rental payment for the corresponding month the tenant was registered with the Estonian Unemployment Insurance Fund (Eesti Töötukassa) as an unemployed person.
38. The receiver of indemnity under rental payment insurance cover is the landlord, provided that the insured person files with If the tenant's consent to payment of indemnity under rental payment insurance cover to the landlord. If the above consent is not filed with If, If has the right to pay the relevant indemnity to the tenant.

## General Exclusions

39. The following exclusions apply to all insurance covers. Occurrence of damage in circumstances provided for in these exclusions is not deemed to constitute an insured event.

### **The event does not constitute an insured event**

40. If does not indemnify damage if the event does not have the characteristics of an insured event.
41. If does not indemnify damage that was not caused by an insured event.
42. If does not indemnify damage if the damage did not occur suddenly and unforeseeably.

### **Exclusions under the General Terms and Conditions of Insurance**

43. If does not indemnify damage if indemnification of the damage is excluded by If's General Terms and Conditions of Insurance.

### **Undue storage of explosives and detonation operations**

44. If does not indemnify damage caused by incorrect storage or detonation of explosives in the place of insurance.

## **Lawful demolition**

45. If does not indemnify damage caused as a result of lawful demolition, breaking, or dismantling of an insured object. Demolition, breaking, or dismantling of an insured object is lawful if the owner has consented thereto and a permit or notice has been obtained where the law so demands.

## **Warranty, other insurance contract, compulsory insurance**

46. If does not indemnify damage that is to be indemnified based on a warranty issued as regarding the insured object (incl. construction warranty), another insurance contract, or compulsory insurance (e.g. an apartment building's heating system malfunction is repaired by the builder based on a construction warranty).

## **Substandard insured object**

47. The insurer is not obligated to indemnify damage if the insured object is substandard, yet has not been destroyed or damaged.

## **Short-term use, guest apartments, tourist farms**

48. If does not indemnify damage caused by a short-term user of a building, room, or apartment in the place of insurance. Use (lease, rent, short-term use of a room) is deemed to be short-term if it is shorter than 30 days. This exclusion is not applied in the case of a fire.

## **Unidentified assets**

49. If does not indemnify assets the existence of which is not proven (inspection of the scene of events, asset remains, receipt, user manual, bank statement, other proofs).

## **Environmental pollution**

50. If does not indemnify expenses on purification of soil and water (incl. well water) or on building a new well to replace a well with polluted water.

## **Misplacement, loss, forgetting**

51. If does not indemnify damage caused as a result of losing or forgetting assets, incl. the loss of a key.

## **Fraud, extortion**

52. If does not indemnify damage caused as a result of fraud or extortion.

## **Repair and maintenance and minor defects**

53. If does not indemnify expenses on repair and maintenance, maintenance repairs (heating system flushing, chimney sweeping, cracks in walls, damage caused by subsidence of new buildings etc.).

54. If does not indemnify damage caused by minor interior and exterior defects of the insured object (scratches, small dents; different surface depressions, incl. depressions on floors, walls, or household appliances; stains on the insured object's interior surfaces etc.).

Examples. A hammer falls on the floor, causing a dent in the parquet. If will not indemnify the replacement or repair of the parquet floor. The back of a chair causes a scratch on the wallpaper. If will not indemnify the replacement of the wallpaper.

## **Motor vehicles and off-road vehicles outside of the building in the place of insurance**

55. If does not indemnify damage caused to a motor vehicle or off-road vehicle outside of the building in the place of insurance (e.g. traffic accident etc.).

## **Use of assets in economic activity**

56. If does not indemnify damage caused by use of the dwelling in economic activities (e.g. workshop, store, hair salon etc.).

## **Damage that emerged gradually, wear and tear, appliances not in working order**

57. If does not indemnify damage that emerged gradually or damage caused by the insured object's wear and tear (e.g. worn out parquet floor, rusty water heater, scale in kettle etc.).

58. If does not indemnify damage caused by processes that emerged gradually (decay, scaling, mold, damage caused by fungi, incl. dry rot etc.).

Examples. The building's floor is rotten resulting from dripping water. A water pipe breaks as a result of rusting. Staircase steps are worn. Tree branches have scraped paint off of the building over time.

## **Rental payment insurance cover exclusions**

59. If does not pay indemnity if:

59.1. the tenant's employment contract was terminated or the tenant was released from public service during the trial period;

- 59.2. the tenant learned of termination of their employment contract or release from public service before commencement of the insurance cover;
- 59.3. the tenant's employment contract expired as a result of expiry of its term;
- 59.4. the tenant was release from public service as a result of expiry of their term of service;
- 59.5. the tenant was furloughed or their workload decreased and their employment contract is not terminated;
- 59.6. the tenant's employment contract was terminated for a reason other than an insured event under the rental payment insurance cover, including termination of employment contract upon agreement between parties or as a result of the tenant's age, a violation by the tenant, or failure by the tenant to manage their official duties; termination of employment contract as initiated by the tenant etc.;
- 59.7. the tenant was released from public service for a reason other than an insured event under the rental payment insurance cover, including unsuccessful cooperation, change of citizenship, disciplinary offence, insufficient work skills, tenant's own initiative etc.;
- 59.8. the economic activities of the relevant self-employed person were suspended or ended.

## Safety requirements

- 60. The user of the rental housing (foremost the tenant) must ensure that other persons, lawfully present in the place of insurance, comply with the relevant safety requirements.
- 61. Assets must be used and kept and renovation, construction, or improvements must be undertaken in adherence to legislation, user manuals, and the insurance contract.
- 62. It is prohibited to leave a burning fireplace, fan heaters, burning candles, or other sources of fire hazards unsupervised or in the care of minors.
- 63. Leaving the place of insurance or before going to sleep, doors must be locked and windows must be closed in a manner that does not enable a third person to enter easily.
- 64. Keys and codes to the security alarm system must not be kept in a place and in a manner that could enable a third person to obtain them.

## Indemnity

- 65. The amount of indemnity is a monetary amount required to restore the residential building, townhouse, or apartment to an equivalent condition, yet not more than 3,000 euros per each insured event. Please note that indemnity for a building, structure, or apartment is paid, provided that the insured object is restored in the place of insurance.
- 66. If it is expedient to repair an insured movable, the amount of the indemnity consists in the repair costs (incl. transport costs), yet no more than 3,000 euros per each insured event.
- 67. If an insured movable cannot be repaired or repair of the relevant asset is not expedient, the amount of the indemnity consists in the repurchase cost of an equivalent brand new object yet not more than 3,000 euros per each insured event.
- 68. In calculating indemnity, If applies deductibles as follows:
  - 68.1. Home Assistance – 0 euros;
  - 68.2. rent loss – 100 euros;
  - 68.3. damage caused by the tenant – 100 euros;
  - 68.4. rental payment insurance cover – 0 euros.
- 69. In the case of an insured event, If pays monetary indemnity in adherence to the insurance contract or issues a letter of guarantee to the undertaking restoring or replacing the insured object. If is not obligated to implement construction or repairs or to arrange for restoration or replacement.

## Complaint Resolution

- 70. Complaints against the insurer can be filed with the Estonian Financial Supervision and Resolution Authority (Finantsinspektsioon) at Sakala 4, 15030 Tallinn, Estonia. Contractual disputes are resolved foremost by way of negotiations. For extra-judicial resolution of a dispute, a petition may be sent to the Insurance Conciliation Body (telephone +372 6671800; e-mail [lepitus@eksl.ee](mailto:lepitus@eksl.ee); postal address Mustamäe tee 46, 10612 Tallinn, Estonia) where the conciliation procedure is undertaken free of charge. Prior to contacting the above Body, a claim must be filed by e-mailing If at [info@if.ee](mailto:info@if.ee) or sending a letter to If at Lõõtsa 8a, 11415 Tallinn, Estonia. If an agreement is not reached, the dispute is resolved in a court of law in adherence to the Republic of Estonia Code of Civil Procedure.

## Processing of Personal Data

- 71. The policyholder sends data related to the rental housing, landlord, and tenant to the insurer for the purpose of assessing the insured risk and performing the insurance contract. Please review our Personal Data Processing Principles at [www.if.ee/isikuandmed](http://www.if.ee/isikuandmed) (in Estonian).