



# Terms and Conditions of Forus Security Insurance

TH-FORUS -20231



# Terms and Conditions of Forus Security Insurance

TH-FORUS-20231

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

These are If's 'Terms and Conditions of Forus Security Insurance', an integral part of the insurance contract. Please take the time to read through the insurance terms and conditions. If something remains unclear, please call If Insurance phone number 777 1211 or write to info@if.ee. We are happy to answer your questions.

## Use of the terms and conditions

1. The 'Terms and Conditions of Forus Security Insurance' are applied together with the 'General Terms and Conditions of Insurance' of If P&C Insurance AS (hereinafter If). This means that the rights and obligations set out below apply in addition to the rights and obligations of the 'General Terms and Conditions of Insurance' without being mutually exclusive.

## Insurance undertaking, policyholder, and insured persons

2. The policyholder is **Forus Security AS**, registry code 10622346. The insurance undertaking is **If P&C Insurance AS**, registry code 10100168 (hereinafter insurance undertaking), address Lõotsa 8a, 11415 Tallinn, e-mail info@if.ee.
3. Insured persons are all natural persons who have entered into a contract for Forus Home Security service and/or Forus Smoke Detection service (hereinafter Forus' security solution) with the policyholder.
4. In addition to the insured persons specified in the previous clause, insured persons also include other owners of objects of insurance located at the place of insurance (e.g. family members).

## Place of insurance

5. The place of insurance is the apartment, terraced house, semi-detached house or a private residence for the security of which a contract for Forus' security solution has been entered into with the policyholder. Insurance is valid at the place of insurance.
  - 5.1. The insurance cover is valid outside the building at the address specified in the contract for Forus' security solution, provided that the territory is completely fenced (e.g. mesh fence, picket fence, wall) and the fence and gates are fully guarded.

## Objects of insurance

### Buildings

6. Building insurance covers essential parts of the building (main building structures, interior decoration, built-in furniture, built-in appliances, sanitary ware, alarm systems, ovens, sauna located in the building, etc.). Building insurance also covers antennas and parts of utility systems (parts of the ventilation, heating system, electrical switchboards, etc.) fastened to the roof or external wall.
7. In case of a terraced house or semi-detached house unit, its interior decoration and parts of the building within the unit up to the interior decoration of the neighbouring unit (incl. parts of a building in joint ownership) are insured.
8. Property not insured together with the building include:
  - 8.1. well (incl. bored well, fountain), well water;
  - 8.2. plastic greenhouses;
  - 8.3. bridges, boat landings, jetties, ponds;
  - 8.4. grass, trees and shrubs, plants;
  - 8.5. ball courts, paved areas, roads (footpaths and carriageways, etc.).

### Apartment

9. Insurance covers parts of the apartment that can be altered or removed without damaging the structures necessary for the building to stand and for ensuring safety nor damaging the interests of other joint owners and without altering the external appearance of the building. Parts of the building in the joint ownership of all apartment owners are not an object of insurance, excl. in the cases set out in clauses 10.5, 10.6 and 10.8.
10. Objects of insurance are, for example:
  - 10.1. wallpaper, parquet and other finishing materials;
  - 10.2. non-loading-bearing partitions;
  - 10.3. built-in wood-burning stoves, cookers, fireplaces;
  - 10.4. sanitary ware, sauna located in the apartment;
  - 10.5. plumbing, sewerage, ventilation and electricity system located in the apartment;
  - 10.6. central heating pipes and heaters located in the building;

- 10.7. parts of the heat pump servicing only the insured apartment irrespective of whether they are located in the apartment or outside the apartment;
- 10.8. apartment doors and windows;
- 10.9. balcony, excl. illegal balcony extensions (e.g. balcony enclosed without a building permit);
- 10.10. a locked storage room located in the apartment building and belonging to the apartment.

## Home contents

- 11. Home contents are movable property belonging to or in the permanent disposal of the insured person (home electronics, rugs, furniture, clothing, construction materials, etc.).
- 12. The following is not insured as home contents:
  - 12.1. motor vehicles subject to registration;
  - 12.2. property that is temporarily in the disposal of the insured person for up to 30 days, incl. rental tools, etc.;
  - 12.3. smart watches, tablets, mobile phones, incl. smartphones older than 24 months;
  - 12.4. desktop computers and laptops and cameras older than 48 months. The age of the device is calculated from the date it was purchased brand new;
  - 12.5. cash, securities;
  - 12.6. documents, manuscripts, drawings;
  - 12.7. plants, live animals, birds, fish;
  - 12.8. property the ownership or possession of which is illegal;
  - 12.9. explosives;
  - 12.10. databases, computer software, licenses.

## Insured events

- 13. NB. The insurance cover is valid provided that in the case of an insured event below, the alarm signal has been transmitted to the alarm software of Forus Security's control centre. If no alarm signal was transmitted, it is not an insured event and If does not have the obligation to pay indemnity, not even if other circumstances of the event correspond to the description of an insured event below.

## Fire

- 14. Insured event is:
  - 14.1. fire spreading outside a firebox or soot, smoke, extinguishing activities resulting therefrom;
  - 14.2. visible mechanical damage or a fire caused by lightning;
  - 14.3. explosion that causes damage or a fire;
  - 14.4. fall of a manned aircraft (incl. airplane, helicopter), parts thereof or cargo that causes damage or a fire;
  - 14.5. fall of a drone that causes damage or a fire.
- 15. Smoke, gas or soot damage is not an insured event if the fire has not spread outside the firebox.

## Vandalism, robbery, theft

- 16. Insured event of vandalism is:
  - 16.1. intentional and unlawful damaging or destruction of the object of insurance by a third party;
  - 16.2. collision of a land vehicle with the object of insurance if the vehicle was driven by a third party.
- 17. Insured event of robbery is the robbery of the object of insurance by a third party, i.e. taking away property by violence or under threat of violence.
- 18. Insured event of theft is the theft of the object of insurance or parts thereof.
- 19. Unlocking the building with an original key or a duplicate is not deemed to be theft, excl. in the event that the keys were obtained by breaking into a building or vehicle or robbery.

## Third party

- 20. For the purposes of these terms and conditions of insurance, third party is a person who is not the insured person, resident (incl. tenant), owner or guest of the place of insurance.
- 21. A third person is also not deemed to be a person who is present at the place of insurance with the knowledge of the insured person, irrespective of whether presence at the place of insurance is legitimate (tenant refuses to move out following the expiry of a lease contract, seller of immovable property refuses to leave on time, etc.).

## Plumbing leak

- 22. Insured event is damage to or destruction of an object of insurance caused by:
  - 22.1. liquid or steam that has escaped internal plumbing that has broken suddenly and unexpectedly. If does not compensate for damage caused by the bursting of a pipe located outside the building;
  - 22.2. liquid or steam that has escaped the appliance as a result of a breakage of a home appliance permanently connected to plumbing or a fitting thereof;
  - 22.3. liquid or steam that has escaped internal plumbing located outside the place of insurance (a faucet in the neighbour's apartment was left running, a pipe broke, etc.);

22.4. wastewater that has entered the place of insurance as a result of a blockage of sewerage located in the apartment building, provided that the blockage was caused by a third party.

23. If does not compensate for the cost of repairing or repurchasing the utility system (e.g. plumbing, tanks, etc.) that caused damage.

## General exclusions

24. The following exclusions apply to all insurance covers. Occurrence of damage under circumstances specified in the exclusions is not deemed to be an insured event.

### The event is not an insured event

25. If does not compensate for damage if the event does not correspond to the characteristics of an insured event.

26. If does not compensate for damage that is not due to an insured event.

27. If does not compensate for damage if damage did not occur suddenly and in an unforeseen manner.

### Exclusions of 'General Terms and Conditions of Insurance'

28. If does not compensate for damage if indemnification is excluded by If's 'General Terms and Conditions of Insurance'.

### Penetration of liquid or vapour into a building

29. If does not compensate for damage if liquid (incl. precipitation) or vapour penetrated the building:

29.1. through a wall, roof, foundation, or other building structures;

29.2. due to insufficient capacity or non-operation (incl. clogging) of piping located outside the building;

29.3. through the building utility systems.

### Unidentified property

30. If does not compensate for property the existence of which has not been proven (inspection of the scene of the event, remnants of property, receipt, user manual, bank statement, other evidence).

### Property outside the building

31. If does not compensate for damage to property located outside the building at the place of insurance, excluding in the cases provided for in clause 5.1.

## Safety requirements

### General requirements

32. Property must be used and stored in accordance with the legislation, user manuals and the insurance contract.

33. Heating, electrical and utility systems must be properly designed, constructed, installed and put into service; in the absence of such requirements so that their operation and maintenance is safe.

### Use of an open fire

34. The place of making an open fire must be located at a safe distance from buildings or flammable material. Safe distance is deemed to be 8 m for a fire with a diameter of up to 1 m, 15 m for a larger fire.

### Cleaning chimney flues and chimneys

35. Chimney flues and chimneys must be cleaned as needed, at least once a year. The chimneys of a single-family home may also be cleaned by a person not holding a professional certificate of a chimney-sweep.

36. Chimney sweeping service for a single-family house must be ordered from a chimney-sweep holding a respective professional certificate at least once every five years.

### Electrical work

37. Only persons with a respective professional certificate may perform electrical work.

### Flammable work

38. When performing flammable work, sparks landing on flammable substances and materials must be avoided, and basic fire extinguishing equipment must be present at the place of work.

### Heating appliances and flues

39. Heating appliances and flues must be properly installed.

40. Hot parts of heating appliances and flues must be adequately insulated or located at a safe distance from flammable materials (e.g. wood).
41. After repairing or installing new heating appliances and flues, they must be monitored in order to discover defects (cracks, inadequate insulation, abnormal heating of materials around the heating appliance or flue, charring, etc.) as quickly as possible. Firewood or other fuel must not be kept in the firebox when no fire is being made.

#### **Installation of electrical wiring**

42. If the installation of electrical wiring is in progress, it must not be left energised when leaving the place of insurance.

#### **Leaving the source of a fire hazard unattended**

43. It is forbidden to leave a burning furnace, convector, burning candles or another source of a fire hazard unattended or to entrust them to the care of minors.

#### **Storage of matches and tinder**

44. It is forbidden to store matches and other tinder in a place accessible to minors.

#### **Prevention of pipe freezing**

45. In rooms where ambient temperature falls below 0 °C, water and heating systems must be drained to prevent freezing.

#### **Closing of windows and doors**

46. When leaving the place of insurance or falling asleep, doors and windows must be closed so that a third party cannot enter easily.
47. The key and security alarm code must not be kept in a place and in a manner that allows them to be accessed by a third party. For example, keys may not be left in the pocket of an unattended jacket in a café.
48. If the key falls into an illegal possession of another, locks must be changed immediately.

#### **Alarm system**

49. If an alarm system is present, the equipment must be in good condition and activated when leaving the place of insurance

#### **Storing property**

50. When leaving the place of insurance or when it gets dark, items left outside, on the first-floor balcony or terrace must be taken into a locked building.
51. The obligations provided in the previous clause do not extend to garden furniture, trampoline, heaters, smoke and barbecue oven, grill, and robot lawn mower.

## **Indemnity**

52. The deductible is 0 euros.
53. The amount of indemnity is the amount of money necessary for the restoration of the insured building, terraced house or apartment to an equivalent condition, but no more than 10,000 euros per insured event. N.B. Indemnity is paid for a building, civil engineering works or apartment, provided that the object of insurance is restored at the place of insurance.
54. If home contents can be repaired, the amount of indemnity is the cost of repairs (incl. transport cost); if home contents cannot be repaired, the amount of indemnity is the cost of repurchasing an equivalent brand-new item. Indemnity for home contents is limited to 10,000 euros per insured event.
55. If several objects of insurance were damaged as a result of the same event, the total indemnity for all objects of insurance is limited to 10,000 euros.
- Example.** A burglar breaks down the door and removes home contents. The cost of repairing the door is 2,000 euros and the cost of repurchasing the stolen items is 10,000 euros. If indemnifies a total of 10,000 euros for the event.
56. It does not apply the provisions of underinsurance upon indemnification.
57. For an insured event, It pays monetary indemnity in accordance with the insurance contract or issues a letter of guarantee to the company restoring or replacing the object of insurance. It is not obligated to perform construction or repair works or organise restoration or replacement.
58. The insurable value of a building, terraced house or apartment is the restoration value, i.e. the cost of restoring the building, terraced house or building to an equivalent condition, but no more than up to 10,000 euros per insured event. The insurable value of home contents is the repurchasing value, i.e. the cost of purchasing an equivalent brand-new item, but no more than 10,000 euros per insured event.

## Settlement of complaints

59. A complaint against the insurance undertaking can be filed with the Financial Supervision and Resolution Authority at the address Sakala 4, 15030 Tallinn. Disputes related to the contract shall be settled foremost by way of negotiations. To settle the dispute extra-judicially, a petition may be submitted to the insurance conciliation body (phone 667 1800, e-mail [lepitus@eksl.ee](mailto:lepitus@eksl.ee); postal address Mustamäe tee 46, Tallinn 10612), where conciliation proceedings are free of charge. A claim must first be submitted to If at [info@if.ee](mailto:info@if.ee) or Lõõtsa 8a, 11415 Tallinn. If no agreement is reached, the dispute shall be settled in court in accordance with the Estonian Code of Civil Procedure.