

AS IIZI Kindlustusmaakler Accident Assistance Terms and Conditions

Valid from 12th of January 2021

1. GENERAL PROVISIONS

These Accident Assistance Terms and Conditions (hereinafter Terms and Conditions) determine the terms and conditions, principles and procedure for the provision of the Accident Assistance service by AS IIZI Kindlustusmaakler.

2. DEFINITIONS

- 2.1. IIZI is AS IIZI Kindlustusmaakler (Registry Code 12187417, registered office Telliskivi 60/2, I-building, Tallinn 10412). IIZI is included in the Finantsinspektsioon's list of insurance intermediaries, which is published on the website www.fi.ee.
 - 2.1.1. Under these Terms and Conditions, IIZI provides Accident Assistance services to its clients. IIZI does not provide insurance contract brokerage and other related services under these Terms and Conditions.
 - 2.1.2. IIZI provides Accident Assistance services in the interests of its policyholders, traffic victims and beneficiaries. Accident Assistance services are not related to the mediation of the insurance contract.
 - 2.1.3. IIZI primarily acts as the client's advisor in the provision of Accident Assistance services, and the service offered by IIZI is aimed at assisting the Client in loss event related communications with the insurer in the process of obtaining the insurance indemnity.
- 2.2. The client may be any policyholder, victim of traffic damage or beneficiary who, in connection with the loss event, wishes to receive assistance in his or her own best interest when communicating with the insurance company's claims handling or other persons, advice in understanding the insurance company's principles of indemnification and regarding other issues related to the loss event.
- 2.3. The Accident Assistance services Agreement is an Estonian language agreement concluded between IIZI and the client regarding the readiness for and provision of Accident Assistance by IIZI during the period specified in the Accident Assistance Certificate. The terms of the Accident Assistance services Agreement are set out in these Terms and Conditions and any possible Additional Agreements on Accident Assistance services. The Accident Assistance services Agreement enters into force at the start of the Accident Assistance services period specified in the Certificate and shall remain valid until the end of the period specified in the Certificate. The Terms and Conditions shall apply to the extent that it has not been agreed otherwise with the Certificate and the Supplementary Agreement.
- 2.4. Accident Assistance means IIZI advising the client in connection with a loss event.
- 2.5. The certificate is a document issued by IIZI, which certifies the client's right to receive Accident Assistance service from IIZI.
- 2.6. A supplementary Accident Assistance Agreement ('Supplementary Agreement') is an additional agreement, concluded in a format that can be reproduced in writing, between IIZI and the Client for the provision of additional Accident Assistance services.

- 2.7. The Accident Assistance payment is the service fee payable for the readiness of IIZI Accident Assistance and the Accident Assistance services selected by the client, which the client pays to IIZI in the amount specified in the Certificate.
- 2.8. The costs may be the costs of concluding and performing an Accident Assistance services Agreement. The costs of the means of communication for concluding the Accident Assistance services Agreement shall be borne by each Party. If the client wishes to order additional services from third parties in addition to IIZI's Accident Assistance services in connection with the loss event, the client shall bear all costs of the respective services and pay them directly to the respective service providers (e.g. repair companies, experts, lawyers, etc.), including if the client orders them on the recommendation of or via IIZI.

3. ACCIDENT ASSISTANCE

Accident Assistance means the following Accident Assistance services that are provided by IIZI:

- 3.1. In case of a loss event:
 - 3.1.1. Advice and directions for further action at the scene of the loss event via the 24-hour emergency number;
 - 3.1.2. Checking the validity of a motor third party liability insurance policy;
 - 3.1.3. Arranging vehicle assistance services, with the cost of the services being covered by the insurer in the case of insurance coverage or by the client itself in the absence thereof.
- 3.2. Following the occurrence of the loss event, provided that the client has entered into an Accident Assistance Agreement with IIZI:
 - 3.2.1. assisting in the collection, preparation and submission of loss event documentation;
 - 3.2.2. explaining to the client the insurance company's principles of indemnification and the decision made regarding indemnification of the loss;
 - 3.2.3. preparation of inquiries in connection with the loss event to the insurance company and third parties;
 - 3.2.4. preparation of challenges to the reduction of or refusal to pay the insurance indemnity;
 - 3.2.5. assisting the client in negotiations with the insurance company;
 - 3.2.6. preparation of claims for the compensation of damages for third parties;
 - 3.2.7. advising on recourse actions and preparing a response to a recourse action;
 - 3.2.8. preparation of opinions and assessments related to the loss event;
 - 3.2.9. other Accident Assistance services agreed upon with the client.
- 3.3. IIZI and the Client have agreed that the volume of Accident Assistance services from IIZI to the Client, as specified in in clauses 3.2.1 – 3.2.8 of the Terms Conditions (Accident Assistance Volume) shall be limited to 10 hours. After the fulfilment of the 10-hour volume of Accident Assistance services to the client, IIZI shall notify the client thereof and allow the client to order additional Accident Assistance services or supplementary services, by agreement of the Parties.
- 3.4. Accident Assistance services are fee-based, unless otherwise agreed upon. If the client has not paid for the Accident Assistance services, IIZI has the right to refuse to provide the service.
- 3.5. The Client undertakes to forward a power of attorney to IIZI upon the first request.
- 3.6. When providing Accident Assistance services, IIZI shall make an effort – using its best Accident Assistance related skills and knowledge, to the extent, scope and limits specified in the Certificate – to arrange the most favourable settlement of the loss event and indemnification possible for the client arising from the insurance contract and the law. Regarding the provision of Accident Assistance services, IIZI, regardless of its efforts, does not guarantee compensation to the client nor the insurer's acceptance of all of the client's requests and activities. IIZI is not liable for the

compensation of damages to the client in the event of a loss. In the case of a loss event, the client shall, regardless of the provision of Accident Assistance services by IIZI, remain liable before the insurer for the fulfilment of its obligations arising from the insurance contract and the law.

- 3.7. Taking into account that IIZI is only an advisor in the provision of Accident Assistance services, and not responsible for the compensation of damages, as well as for the client's applications and actions, the client itself submits all applications and documents to the insurer and third parties, unless it has been agreed upon otherwise.
- 3.8. IIZI has the right to refuse to provide Accident Assistance services if, in its opinion, the efforts to realize the claim for the compensation of damage or the objection to the right of recourse are unpromising. However, if, at the request of the client, IIZI ends up assisting the client in the realization of the client's claim for the compensation of unpromising damage, IIZI shall not be liable for the realization of the claim.
- 3.9. The preparation of legal assessments and the representation of the client in litigation is not covered by the provision of Accident Assistance services.

4. PROCEDURE FOR PROVIDING ACCIDENT ASSISTANCE SERVICES

- 4.1. IIZI is required to commence providing the client with the Accident Assistance services specified in the Certificate after the client has notified IIZI of the occurrence of the loss event and has expressed an explicit wish to use IIZI's Accident Assistance services.
- 4.2. The order of provision of Accident Assistance services is determined by IIZI, based on the client's proposals and best interests.
- 4.3. IIZI provides the Accident Assistance services mentioned in clauses 3.2.1 through 3.2.8 on working days between the hours of 09.30 and 16.30. IIZI will respond to the client's telephone calls or e-mails within 1 (one) working day at the latest, or earlier, if possible. IIZI advises the client by telephone and e-mail.
- 4.4. IIZI undertakes to inform the client of the Accident Assistance services provided to the client upon request, indicating the approximate time spent (Accident Assistance Report), by sending a corresponding e-mail to the client within a reasonable period of time.
- 4.5. IIZI shall not be liable for any delays or other omissions by the client in the course of claims handling, if IIZI has provided all of the agreed upon Accident Assistance services to the client, but the client has not ordered or paid for the additional services. IIZI shall also not be liable for the consequences arising from a delay on the part of the client or the failure to act when providing it with information or documents or providing erroneous information.
- 4.6. In no event shall IIZI be liable before the client for the partial or total non-payment, the recovery or other claim on the insurance indemnity by the insurance company, taking into consideration that the client remains liable for the performance of all of the policyholder's obligations arising from the insurance contract regardless of the provision of the Accident Assistance service and IIZI itself only plays an advisory and supportive role.
- 4.7. The Client has the right to submit objections or proposals for amendments to the documents and performances prepared by IIZI within 3 (three) days as of becoming aware of the respective performance or receiving the document for inspection. After this term, the services and documents shall be considered as having been accepted by the client. If necessary, the client has the right to request an extension of the respective term via e-mail.

5. CLIENT OBLIGATIONS AND REPRESENTATIONS

- 5.1. In connection with the provision of Accident Assistance, the client is required to:

- 5.1.1. provide IIZI with all information and documents relating to the loss event at the first opportunity and without delay, being true and accurate, and to report circumstances that are unclear;
 - 5.1.2. inform IIZI at the first available opportunity regarding information and documents that have already been submitted to the insurance company and quotations received for the restoration or replacement of the damaged items;
 - 5.1.3. not provide IIZI with incorrect information about the loss event. In the event of a breach of this obligation, the client undertakes to bear all resulting damages and costs.
- 5.2. The Client confirms that:
- 5.2.1. The conclusion of the Accident Assistance Agreement on the existing terms corresponds to his or her actual will, he or she has understood and agrees with all the terms and conditions of the Accident Assistance Agreement, including the Terms and Conditions;
 - 5.2.2. he or she agrees to the processing of his or her personal data in accordance with the IIZI Client Data Processing Principles
https://www.iizi.ee/public/IIZI_isikuandmete_tootlemine_kord.pdf

6. FINAL PROVISIONS

- 6.1. Notices between the parties shall be forwarded to the contact addresses indicated on the Certificate and shall be deemed as having been received within 3 (three) working days after forwarding.
- 6.2. Amendments to the Accident Assistance Agreement shall be made via agreement, in a format which can be reproduced in writing.
- 6.3. The Accident Assistance Agreement terminates after 7 (seven) days from the time when IIZI has provided the client with all services ordered on the basis of the Certificate and the Supplementary Agreement and the client has not ordered additional services or the object of insurance has been completely destroyed and the damage has been indemnified or contesting the refusal to provide indemnification is pointless. In this case, the Accident Assistance Agreement terminates prematurely, regardless of the duration of the accident assistance period indicated on the Certificate.
- 6.4. The Client has the right to withdraw from the Accident Assistance Agreement within 14 days as of the start of the period indicated in the Certificate. Withdrawal takes place by sending a withdrawal application to IIZI's contact address indicated on the Certificate.
- 6.5. The Accident Assistance Agreement may be terminated before the end of the Accident Assistance period on the bases and pursuant to the procedure prescribed by law. The Accident Assistance Agreement terminates prematurely on the basis of the client's application and upon the occurrence of the event specified in clause 6.3 of the Terms and Conditions.
- 6.6. If the client is not satisfied with IIZI's activities, he or she has the right to file a complaint in accordance with AS IIZI Kindlustusmaakler's procedure for resolving client complaints, which is published on www.iizi.ee. The client also has the right to file a complaint with the Finantsinspeksioon, the Consumer Protection Board and the court. Disputes are resolved on the basis of Estonian law in Harju County Court.
- 6.7. This is a translation of the original Estonian insurance terms and conditions and has been written for information purposes only. In the event of any disputes or discrepancies the original Estonian insurance terms and conditions shall take precedence.