

# IIZI Accident Assistance Terms and Conditions

Valid as of 01.08.2020

## 1. GENERAL PROVISIONS

These Accident Assistance Terms and Conditions (hereinafter “Terms and Conditions”) are determined by the terms and conditions for accident assistance, the principles and the procedure for the provision of services of AS IIZI Kindlustusmaakler.

## 2. DEFINITIONS

2.1 IIZI is AS IIZI Kindlustusmaakler (registry code 12187417, seat Telliskivi 60/2, I-building, Tallinn 10412). IIZI has been entered in the Financial Supervision Authority’s list of insurance intermediaries, which is available online at [www.fi.ee](http://www.fi.ee).

2.1.1 IIZI provides accident assistance service to clients under these Terms and Conditions. IIZI does not provide insurance contract brokerage and other related services under these Terms and Conditions.

2.1.2 IIZI provides accident assistance for the benefit of its clients who are policyholders, traffic accident victims and beneficiaries. Accident assistance is not associated with the mediation of insurance contracts.

2.1.3 IIZI is, above all, an advisor to the client in the provision of accident assistance services and IIZI’s service is aimed at assisting the Client in communication with the insurer in the process of obtaining insurance indemnity in connection with the loss event.

2.2 The Client may be any policyholder, victim of motor damage or beneficiary who, in connection with the loss event, requests in their own best interest assistance in communicating with the insurance company's loss adjustment and other persons, advice in understanding the insurance undertaking’s principles governing indemnification and other issues related to the loss event.

2.3 The Accident Assistance Agreement is an agreement entered into between IIZI and the Client, in Estonian, regarding the readiness of IIZI Accident Assistance and the provision of Accident Assistance during the period specified in the Accident Assistance Certificate. The Terms and Conditions of the Accident Assistance Agreement are set forth in these Terms and Conditions and any possible Additional Agreements on Accident Assistance. The Accident Assistance Agreement enters into force on the Accident Assistance period start date specified on the Certificate and is valid until the end of the period specified in the Certificate. The Terms and Conditions apply to the extent that it has not been agreed otherwise in the Certificate and the Supplementary Agreement.

2.4 Accident Assistance means IIZI advising the client in connection with the loss event through the provision of the Accident Assistance service specified in Part III of the Terms and Conditions.

2.5 Readiness to provide Accident Assistance means the readiness of IIZI to provide Accident Assistance to the client during the Accident Assistance period specified in the certificate under the conditions and pursuant to the procedure specified in the Accident Assistance agreement.

2.6 The certificate is a document issued by IIZI which confirms the client's right to receive Accident Assistance service from IIZI.

2.7 The Supplementary Agreement for Accident Assistance ("Supplementary Agreement") is an additional agreement entered into between IIZI and the Client for Supplementary Accident Assistance services.

2.8 The Accident Assistance premium is the service fee payable for the readiness on the part of IIZI to provide Accident Assistance and for the Accident Assistance services selected by the client, which the client pays to IIZI in the amount specified in the Certificate.

2.9 Costs may be the costs of concluding and performing an Accident Assistance Agreement. Costs of the means of communication for concluding the Accident Assistance Agreement shall be borne by each party. In the event that the client wishes to order additional services from third parties, in addition to IIZI's loss assistance services in connection with the loss event, he or she 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 they order those services under the recommendation of or through IIZI.

### 3. ACCIDENT ASSISTANCE

3.1 Accident Assistance means the following Accident Assistance services, which IIZI provides to the client under the Accident Assistance Agreement and the Supplementary Agreement:

3.1.1 advising on the implementation of measures necessary to prevent a loss event (loss prevention);

3.1.2 advising immediately after the loss event, including to prevent an increase in the loss and to properly record the loss event;

3.1.3 assisting in the collection, preparation and submission of loss event documentation;

3.1.4 explaining the insurance undertaking's principles of indemnification to the client and the decision made regarding indemnification of the loss;

3.1.5 preparation of inquiries in connection with the loss event to the insurance company and third parties;

3.1.6 preparation of challenges to the reduction or refusal to pay the insurance indemnity;

3.1.7 assisting the client in negotiations with the insurance company;

- 3.1.8 preparation of claims for damage for third parties;
- 3.1.9 advising in connection with a recourse action and preparing a response to a recourse action;
- 3.1.10 preparation of opinions and assessments related to the loss event;
- 3.1.11 other services specified in the Accident Assistance price list.

3.2 IIZI and the Client have agreed that the Accident Assistance services specified in clauses 3.1.1 – 3.1.10 of the Terms and Conditions constitute the scope of the Accident Assistance service provided by IIZI, but in addition to this the Client may order an additional amount of Accident Assistance in the Supplementary Agreement.

3.3 IIZI and the Client have agreed that the volume of Accident Assistance services specified by IIZI to the Client in clauses 3.1.1 - 3.1.10 of the Conditions (“Accident Assistance Volume”) is limited to 10 hours. Following the completion of the 10-hour volume of the provision of Accident Assistance services to the client, IIZI shall notify the client thereof and allow the client to order additional services in accordance with the agreement between the Parties.

3.4 Accident Assistance services are fee based, if it has not been agreed upon otherwise. If the client has not paid for the Accident Assistance service, IIZI has the right to refuse to provide the service.

3.5 The client undertakes to forward a power of attorney to IIZI at first request. If the client does not submit a power of attorney to IIZI, IIZI will not provide Accident Assistance that requires dealing with third parties.

3.6 In providing Accident Assistance services, IIZI, using its best Accident Assistance related skills and knowledge, shall, to the extent, scope and limits specified in the Certificate, make an effort to arrange the most favourable loss event and indemnification for the client arising from the insurance agreement and law. With the provision of Accident Assistance service, IIZI, regardless of its efforts, does not guarantee the client compensation for damage and the acceptance by the insurer of all the client’s requests and activities. In the event of a loss event, IIZI shall not be responsible for compensating the client for damage. In the event of a loss event, the client, regardless of the provision of Accident Assistance services by IIZI, remains liable before the insurer for the fulfilment of its obligations arising from the insurance agreement 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 compensating for damage, as well as for the client’s applications and actions, the client shall submit all applications and documents to the insurer and third parties personally, 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 objection to the claim for the compensation of damage or the recovery claim are futile. However, if, at the request of the client, IIZI assists the client in the realization of the client’s futile claim for compensation of damage, IIZI shall not be liable for the realization of the claim.

3.9 The provision of Accident Assistance services does not include the preparation of legal assessments and the representation of the client in litigation.

### 3.10 Accident Assistance services

3.10.1 The Client has the right to receive the list of services indicated on the Certificate and in the amount of the Accident Assistance.

3.10.2 The Accident Assistance services also cover the readiness of the IIZI Accident Assistance during the Accident Assistance period specified in the Certificate, ensuring the provision of the Accident Assistance services specified in the Certificate in accordance with the Terms and Conditions.

3.10.3 The Certificate is valid for the period specified in the Certificate. The Supplementary Agreement is valid until the end of the period specified in the Certificate.

3.10.4 If the client has failed to notify IIZI of the loss event or the wish to use the Accident Assistance service during the term of the Accident Assistance agreement and he or she has therefore not been provided with Accident Assistance services, the Accident Assistance payment is calculated to cover Accident Assistance readiness and is not refundable.

## 4. PROCEDURE FOR PROVIDING ACCIDENT ASSISTANCE SERVICES

4.1 IIZI is obligated to begin 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 request to use the IIZI Accident Assistance services.

4.2 IIZI also provides advisory services related to the prevention of a loss event prior to the occurrence of the loss event, if the client has expressly requested it in accordance with the procedure specified in clause 4.1 of the Terms and Conditions.

4.3 The order in which the Accident Assistance services are provided shall be determined by IIZI on the basis of the client's proposal, the client's best interests, and the client's proposals.

4.4 IIZI provides Accident Assistance services on working days between 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, earlier if possible. IIZI advises the client via telephone and e-mail.

4.5 IIZI undertakes to inform the client about the Accident Assistance services that were provided to the client upon the request thereof, indicating the approximate time spent (damage assistance report), by sending the client a corresponding e-mail within a reasonable time.

4.6 IIZI shall not be liable for delays or other omissions made by the client during the course of loss adjustment, if IIZI has provided all agreed upon Accident Assistance services to the client, but the client has not ordered or paid for additional services. IIZI is also not liable for the consequences resulting from a delay or inaction on the part of the client in transmitting information or documents to IIZI or providing incorrect information.

4.7 In no event shall IIZI be liable before the client for the partial or total non-payment of the insurance indemnity, right of recourse or other claim by the insurance company, taking into account that the client itself shall be responsible for the performance of all of the policyholder's obligations arising from the insurance agreement, regardless of the provision of the Accident Assistance services, and IIZI's role is advisory and supportive in nature.

4.8 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 review. After this deadline, the services and documents are considered to be accepted by the client. If necessary, the client has the right to request an extension of the respective term by e-mail.

## 5. OBLIGATIONS AND CONFIRMATIONS OF THE CLIENT

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

5.1.1 to forward to IIZI all information concerning the loss event as soon as possible and without delay, as true, accurate and to inform about any circumstances that are not clear;

5.1.2 to notify IIZI at the first available opportunity regarding the amount of the damage and of the measures already taken to limit the damage and fix the situation;

5.1.3 to forward all necessary information and documents concerning the loss event to IIZI as soon as possible;

5.1.4 to notify IIZI at the first available opportunity about information and documents already submitted to the insurance company and quotations for the restoration or replacement of damaged items;

5.1.5 to not present false information about the loss event to IIZI. 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 Entering into an Accident Assistance Agreement under the existing conditions corresponds to his or her actual desire, he or she has understood and agrees with all of 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 clauses 6.1-6.5 of the Terms and Conditions.

5.2.3 The Client agrees that in the event of the breach of obligations specified in clauses 5.1 – 5.1.6 of the Terms and Conditions, IIZI shall have the right to withdraw from the Accident Assistance Agreement without prior notice.

## 6. PROCESSING OF CLIENT DATA

6.1 The Client confirms that:

6.1.1 He or she agrees with his or her data, incl. personal data (incl. name, personal identification code, date of birth, language of communication, identity document data, address, telephone number, e-mail address, education, position, workplace, experience in concluding insurance contracts, data on the client's property, etc.) being entered in a database managed by IIZI and being processed;

6.1.2 he or she consents to IIZI processing personal data in order to provide the Accident Assistance service, for entering into, performing, enforcing performance and for the protection of its rights in the event of a breach of contract, as well as for making additional offers to the client;

6.1.3 he or she consents to IIZI submitting inquiries to third parties in connection with the provision of personal assistance using his or her personal data;

6.1.4 he or she is aware and consents to the recording of telephone calls by IIZI;

6.1.5 he or she agrees to the forwarding of insurance offers by IIZI to his or her postal and e-mail address;

6.1.6 In addition to the cases provided for in legislation, IIZI has the right to transfer the personal data of the client to the following persons: insurers, insurance intermediaries, companies belonging to the same group as IIZI, persons involved in the provision of services to IIZI (including communication, postal, translation, printing, IT, loss adjustment, accident assistance, legal assistance and other service providers) and other persons to whom personal data needs to be transferred for the purposes mentioned in clause 6.1.3.

6.1.7 IIZI shall forward the personal data of the client to the persons specified in clause 6.1.4, if the transfer of data is necessary for the fulfilment of the purposes specified in clause 6.1.3.

6.1.8 The persons named in clause 6.1.4 may process the forwarded personal data in order to fulfil the purposes specified in clause 6.1.3. The Client grants the persons specified in clauses 6.1.4 the right to process the Client's personal data in order to advertise the services and products offered by them, to contact the Client, and to make offers to the Client and to submit invitations to submit offers.

6.2 In the event that the customer withdraws or restricts his or her consent to the processing of personal data, IIZI shall have the right to cancel the Accident Assistance agreement concluded with the Client in an extraordinarily terminate the agreement without prior notice, if IIZI is unable to reasonably continue to perform the Accident Assistance agreement.

6.3 The Client has the right to demand the correction of incorrect personal data and access to his or her data.

6.4 The Client has the right to apply to the Data Protection Inspectorate or a court for the protection of his or her rights, and to demand termination of the violation and compensation for damage in accordance with legislation in the case of the violation of personal data processing requirements.

6.5 Information on authorized processors of personal data is published on IIZI's website [www.iizi.ee](http://www.iizi.ee).

## 7. FINAL PROVISIONS

7.1 Notices between the parties shall be forwarded to the contact addresses indicated on the Certificate and shall be deemed to have been received within 3 (three) working days after forwarding.

7.2 An amendment to the Accident Assistance agreement shall take place on the basis of an agreement, at minimum in a format which can be reproduced in writing.

7.3 The Accident Assistance agreement expires 7 (seven) days have after IIZI has provided the client with all of the 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 the contestation of compensation for damage is pointless. In the given instance, the Accident Assistance agreement terminates prematurely regardless of the duration of the Accident Assistance period indicated on the Certificate.

7.4 The Client has the right to withdraw from the Accident Assistance agreement within 14 days as of the beginning of the period indicated on the Certificate. Withdrawal takes place by sending an application for withdrawal to IIZI's contact address indicated on the Certificate.

7.5 An Accident Assistance agreement may be terminated prior to the end of the accident assistance period on the bases and pursuant to the procedure prescribed by law. The Accident Assistance agreement shall be terminated prematurely on the basis of the client's application and upon the occurrence of the event specified in clause 7.3 of the Terms and Conditions.

7.6 If the client is not satisfied with the activities of IIZI, 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 at [www.iizi.ee](http://www.iizi.ee). The client also has the right to file a complaint with the Financial Supervision Authority, the Consumer Protection Board and seek recourse in the courts. Disputes will be resolved on the basis of Estonian law, in Harju County Court.

This is a translation of the original terms and conditions in Estonian, which take precedence should there be any differences between the original and the translatio