

GENERAL TERMS AND CONDITIONS OF A BROKERAGE CONTRACT

1. GENERAL PROVISIONS

- 1.1. These general terms and conditions of a brokerage contract (hereinafter also referred to as General Terms) form an integral part of the brokerage contract entered into by AS Vandeni Kindlustusmaaklerid and the Client. The insurance broker and the Client may additionally agree on terms which are different from the provisions of the General Terms.
- 1.2. A brokerage contract is an oral or written contract based on which AS Vandeni Kindlustusmaaklerid mediates entry into an insurance contract between a Client and an insurance undertaking.
- 1.3. The General Terms are available at the insurance broker's office and by email (info@vanden.ee).

2. DEFINITIONS

- 2.1. AS Vandeni Kindlustusmaaklerid (hereinafter also referred to as the Broker) (registry code 10613620) is a company active as an independent insurance broker, entered in the list of insurance intermediaries of the Financial Supervision Authority. Contact details of the Broker: Tornimäe 7, 10145, Tallinn, phone +372 6164550, email info@vanden.ee.
- 2.2. The Client is a person who uses the Broker's services.
- 2.3. The objective of the insurance broker's activity is to give the Client an overview of insurance products and services available on the insurance market; to provide insurance contracts based on an independent analysis; to recommend the Client an insurance contract that complies with the insurable interests and requirements thereof; to advise the Client in other matters related to the insurance contract; and to advise the Client in case of an insured event. The insurance broker acts in the interest of the policyholder. The Broker is active in insurance brokerage pursuant to the Insurance Activities Act.
- 2.4. Independence of the insurance broker means that upon providing the insurance brokerage service, the Broker acts as an independent insurance professional in the interest of owners, users and possessors of assets and other objects and of policyholders, and upon mediating insurance contracts, the Broker cooperates with insurance undertakings only to the extent necessary to provide an insurance mediation service.



- 2.5. An insurance application is an application submitted to the Broker for receiving insurance offers, mediation of an insurance contract or the use of other brokerage services. The Client may submit an application for entering into and amending an insurance contract: 1) in oral, written or another form that can be reproduced in writing; 2) by phone or email or via a website by accepting/signing an insurance broker's offer and/or invoice and/or by paying an insurance premium. The Client is obligated to submit a declaration of will for entry into an insurance contract within reasonable time before the commencement of the preferred insurance cover.
- 2.6. A Client's interest means the Client's insurable interest to insure assets, another object or themselves with an insurance contract against certain risks; the interest to determine the best means for mitigating risks; as well as the Client's interest to use other services provided by an insurance broker.
- 2.7. Insurance necessity means the instructions given by the Client with regard to the insurance broker's service and the insurance contract, including insurance covers and additional terms and conditions.
- 2.8. An insurance offer is an offer submitted by the Broker to the Client based on the Client's insurable interest, including a comparable offer (an overview of insurance offers by different insurance undertakings). The Broker shall submit at least three insurance offers to the Client in a form that can be reproduced in writing. The Broker may submit less than three insurance offers to the Client in case of a specific underwriting risk, a small number of contracts offered by insurance undertakings, the insurance undertaking fails to make an offer or another similar reason.
- 2.9. The insurance broker's recommendation means a recommendation made by the insurance broker to the Client to enter into an insurance contract that meets the Client's insurable interests the best. When choosing the best insurance offer, the Broker shall be guided from the insurance contract on the whole, including its significant conditions. The broker is exempt from performing the brokerage contract, if a contract that suits the Client's requirements cannot be found despite of reasonable efforts.
- 2.10. Advising means giving advice to the Client by the Broker in connection with insurance mediation, i.e., explaining the differences between insurance conditions of comparable



offers, insurance covers, additional risks, restrictions and exclusions, as well as compensation principles and insurance premiums and the options for filing complaints and jurisdiction in case of resolving disputes.

2.11. Management of the insurance contract means offering assistance by the Broker to the Client with performing the insurance contract, including with following the validity of the insurance contract, payment of insurance premiums, amendment and termination of the insurance contract, and timely extension of the insurance contract.

2.12. Damage-related advising means advising the Client in case of an insured event, namely the initial limiting of damages, preserving the situation following an insured event, and giving initial advice regarding the notification obligation.

3. BROKERAGE CONTRACT

3.1. A brokerage contract is deemed to have been entered into when the Client has expressed the Broker the wish to use the service and the Broker has agreed to provide the service. The Client and Broker enter into a written or an electronic brokerage contract or the Client submits an insurance mediation application to the Broker and the Broker expresses agreement thereto. The Broker's agreement may be expressed to the Client by submitting an insurance offer or by another act or confirmation. The Client's application may be submitted in oral or written or another form on a durable medium and it may be expressed by agreeing to comparable insurance offers, by paying the first insurance premium related to the Broker's offer, or by another Client confirmation. The Client's expression of will or Broker's agreement to mediate insurance contracts may be in oral, written or another form that can be reproduced in writing (sent by email). The brokerage contract is also deemed entered into, if the Client transfers the first insurance premium on the Broker's bank account. In this case, the brokerage contract will enter into force retroactively as of the moment when the Broker started determining the Client's insurable interest and submitted the Client with insurance offers.

3.2. The brokerage contract shall be concluded between the parties without a term, unless the Client expresses the wish for the brokerage contract to be concluded separately for every insurance contract.



- 3.3. The brokerage contract documents include the applications, agreements, notifications, client interest questionnaires, brokerage terms and other documents, invoices and letters of the parties. The Broker's comparable insurance offer also constitutes a brokerage contract document.
- 3.4. The Client agrees that by submitting an expression of will for insurance mediation and entry into an insurance contract, the Client or the representative thereof confirms having the complete right to submit such applications and enter into the insurance and brokerage contract, assuming liability in case of the absence of relevant authorisations.
- 3.5. Making amendments to the brokerage contract is possible upon mutual agreement between the Broker and the Client. The Broker has the right to amend the general terms of the brokerage contract unilaterally by informing the Client or publicly via its website thereof no less than 1 (one) month in advance.
- 3.6. The Client has the right to cancel the brokerage contract, if the Broker notifies the Client of amending the general terms without the consent of the Client. The Client must inform the Broker of cancelling the brokerage contract in written or electronic form no less than 7 (seven) days in advance.
- 3.7. The amount of insurance premiums and additional cover payments shall be specified in the insurance offer. All expenses related to the Broker's service and the brokerage contract are specified in either the offer or the brokerage terms. The Client shall bear all its expenses related to means of communication.
- 3.8. Before forwarding an insurance policy or certificate to the Client, the Broker may submit the Client with an invoice for the first insurance premium or the first instalment of the insurance premium and require it to be paid, unless specified otherwise in the law.
- 3.9. The Client is obligated to pay the insurance premium in a timely manner according to the invoice submitted by the Broker to ensure the validity of insurance cover. An insurance premium is deemed paid if the total amount has been received on the bank account specified on the invoice.
- 3.10. The Client confirms to have an insurable interest and authorises the Broker to find the best insurance offer in relation thereto. The Client shall cover all costs related to not having



legal grounds to conclude brokerage or insurance contracts or to giving the relevant authorisation to the Broker.

3.11. The Client confirms being aware of the fact that if the Broker pays the insurance premium on account thereof, the Broker will have the right of recourse to the Client's insurance premium.

3.12. As a rule, payment of the first insurance premium is a condition for entry into force of the insurance contract. The insurance contract and insurance cover will enter into force on the date specified in the insurance policy, if the Broker has received the insurance premium and other conditions set for entry into force of the insurance contract have been met by that date. In case of failure to pay the periodic premium or a delay in payment may result in lapse of the insurance cover. In case of an insured event, failure to pay insurance premiums may form a basis for refusing payment of insurance indemnities, as well as the basis for extraordinary cancellation of the insurance contract by the insurance undertaking.

3.13. In case the insurance contract provides for safety requirements or vehicle inspection, the insurance cover will enter into force when these requirements have been fulfilled.

3.14. The brokerage contract remains valid until the expiry of the insurance contract entered into based on the brokerage contract or until the expiry of every following insurance contract entered into by the way of extending the insurance contract.

4. PROVISION OF INSURANCE BROKER'S SERVICE

4.1. After receiving an expression of will from the Client to provide an insurance broker's service, including the mediation of the insurance contract, the Broker shall determine the Client's insurable interests, storing data regarding the Client's insurable interests and requirements on a durable medium (e.g. a comparable insurance offer, application submitted by email, etc.).

4.2. The Client is obligated to disclose all circumstances that the Broker requests to determine the insurable interests thereof, as well as the circumstances that, as a rule, allow to assume that the circumstances would have an impact on the insurable interests.



- 4.3. By agreeing to the insurance offers, the Client also confirms agreement that the Broker has determined the insurable interests and needs thereof and that the insurance offers submitted have been selected based on the correct insurable interest.
- 4.4. In order to meet the Client's insurable interests, the Broker shall submit a sufficient number of insurance offers to the Client (at least 3) and presents these as comparable insurance offers. The Broker may also submit fewer insurance offers if the Client has given the Broker the relevant instruction, it arises from the special nature of insurance risk or the analysis conducted by the Broker shows that due to the nature of the Client's insurable interests, at least 3 comparable offers by insurance undertakings cannot be provided.
- 4.5. In case the Client has not sufficiently explained the insurable interests and requirements thereof, the Broker may make a comparable insurance offer that meets the Client's insurable interests the best in the opinion of the Broker, and will additionally suggest that the Client specify the insurable interests thereof.
- 4.6. The Client shall review the insurance offer to ensure that the Broker has understood the insurable interests thereof correctly and has entered correct details in the offer. The Client shall inform the Broker of any inaccuracies on a durable medium.
- 4.7. In a situation where the insurance offers that meet the Client's insurable interests are similar regarding the offered insurance cover and the Client has not clearly disclosed the most important insurable interest thereof, the Broker and the Client shall assume that the main interest is a favourable insurance premium.
- 4.8. In comparable insurance offers, the Broker shall indicate the insurance contract recommendation best suited for the Client's insurable interests and will explain it to the Client. In case the Broker does not offer other justifications, the Broker recommends the offer due to the fact that in the Broker's opinion, the offer is best suited for the Client's insurable interests and requirements.
- 4.9. In case the Client does not inform the Broker of the choice but wishes to receive an insurance contract, the Client is deemed to agree with the Broker's recommendation and wish to enter into the related insurance contract.
- 4.10. The Client shall confirm agreement to an insurance offer in writing or on a durable medium or by paying the first insurance premium. By agreeing to the insurance offer, the



Client also agrees to the justification presented to recommending namely that insurance contract.

- 4.11. The Broker explains that before forwarding an insurance policy or certificate to the Client, the Broker may submit the Client with an invoice for the first insurance premium or the first instalment of the insurance premium and require it to be paid, unless specified otherwise in the law.
- 4.12. The Broker also explains that the payment is deemed to be made, if at least the amount specified in the invoice has been transferred; in case of paying an invoice in an insufficient amount, the payment is not deemed made and the Broker shall return the paid amount. As a rule, payment of the first insurance premium is a condition for entry into force of the insurance contract.
- 4.13. In the comparative insurance offer, the Broker shall explain to the Client the terms and conditions of the insurance contract to be entered into, including the amount of insurance premiums, restrictions and exclusions related to the insurance contract, compensation principles (compensation for damages is paid in compliance with the terms and conditions of the insurance contract, the most important ones of which are introduced by the Broker to the Client in the insurance offer) and options for resolving any disputes.
- 4.14. The Broker shall advise the Client on other matters related to the insurance contract whenever required by the Client.
- 4.15. The Broker shall explain to the Client receipt of a mediation fee from the insurance undertaking that pays a brokerage fee on account of the Client or from the Client or both options at the same time. As a rule, the Broker shall disclose the exact brokerage fee amount, including the brokerage fee received from the insurance undertaking to the Client in the comparative insurance offer or another document separately for every insurance contract.
- 4.16. Both parties to the insurance contract may pay a brokerage fee to the Broker in compliance with the law. Unless otherwise specified in the brokerage contract or insurance contract documents, the brokerage fee is included in the insurance premium.



- 4.17. If the insurance undertaking pays a brokerage fee to the Broker, the undertaking will fulfil the obligation on account of the Client. The brokerage fee rates are disclosed to the Client according to the brokerage terms.
- 4.18. As a rule, the Broker is paid a brokerage fee for mediating brokerage contracts by the insurance undertaking. If the brokerage fee is paid by an insurance undertaking, it fulfils the obligation specified in the Client's invoice and on account of the Client. The brokerage fee rates are disclosed to the Client according to the brokerage terms.
- 4.19. In case the Broker incurs additional costs with relation to mediating insurance contracts in the interest of policyholders, such as formalising and printing additional documents, etc., the Client is obligated to pay for the expenses by making a payment on the service provider's bank account.
- 4.20. The Broker shall explain to the Client that the Broker is the Client's representative and the fact that the Broker has cooperation contracts with insurance undertakings to fulfil the Client's insurable interests, the Broker will not have a conflict of interest, because the contractual relations are important to the Broker to prepare an insurance offer that meets the Client's insurable interests. The fact that the insurance undertaking may pay a brokerage fee to the Broker does not make the Broker a representative of the insurance undertaking, because the insurance undertaking shall pay a brokerage fee for policyholders according to the brokerage contract concluded between the Client and the Broker.
- 4.21. The Broker shall also advise the Client in other matters related to the insurance contract even if the Client will not have an immediate interest to receive insurance offers but prefers to receive advice from the Broker first. The Broker and the Client shall agree payment of the brokerage fee specified in this clause in a separate agreement.
- 4.22. To amend the insurance contract or to cancel it extraordinarily, the Client will submit a relevant application to the Broker on a durable medium. The Broker shall forward the relevant application to the insurance undertaking as the Client's representative and the insurance contract will be amended or terminated in agreement with the insurance undertaking or in compliance with the law. The Broker has the right to cancel the insurance



contract extraordinarily even without a separate application by the Client, if it arises from brokerage conditions or Client's authorisations.

4.23. To resolve disputes with the insurance undertaking, the Client has the right to address the Conciliation Body (www.eksl.ee) and the consumer complaints committee of the Consumer Protection Board (www.tarbijakaitseamet.ee).

4.24. The Client has the right to address the court within 1 (one) year as of the court judgement was passed to either completely or partly refuse compensating for the insurance undertaking's damages. Court action must be brought at a court of the seat of the insurance undertaking or the location of the affiliate thereof or of the place of an insured event. The Client may also address the court to determine the damages in pre-validation proceedings without bringing action.

5. INFORMATION

5.1. All notifications, documents and information related to the brokerage and insurance contracts shall be communicated between the parties at the addresses specified in the Broker's contract, insurance offer or another contract document in Estonian, preferably in writing in digital form or another form on a durable medium or in person.

5.2. As a rule, the Broker forwards the Client all the documents, including comparative insurance offers, insurance policies or certificates on a digital durable medium via a computer programme or on the Client's email address within 3 (three) working days or another separately published term as of submission of the Client's application, entry into a brokerage contract or payment of an insurance premium.

5.3. In case the Client submits notices or applications to the Broker orally by phone, the Broker has the right to record, store and play these back, if necessary.

5.4. If the email address has been specified in the brokerage contract, the other party has the right to prefer the specified address to forward notifications, documents and information, except for if the insurance broker's service is provided via a computer programme.

5.5. The Broker may also forward general information to the Client along with the brokerage terms via its website.



- 5.6. If the Client has provided the Broker with the contact details thereof (e.g. postal address, email address, contact number), the Client has thereby given consent to the Broker to forward information regarding a brokerage contract, general terms of the brokerage contract and principles of processing Client details, as well as information of a third party, including advertisements, and personal notifications regarding transaction relations via the specified contact details.
- 5.7. If the Client has not received a notification from the Broker that would be expected or the receipt of which was agreed with the Broker, the Client shall notify the Broker thereof immediately, if the reasonable deadline of reasonably accepted receipt of the notification has passed.
- 5.8. The Client is obligated to inform the Broker of all data and circumstances that have changed in the documents or data submitted to the Broker and that have an impact on performing the transaction relations.
- 5.9. if the Client has not fulfilled the notification obligation specified in clauses 5.7 and 5.8, the Broker has the right to assume the correctness of data in its possession.
- 5.10. The Broker does not have the right to define the terms of insurance contracts or correctness of insurance premiums and the Broker also gives the Client advice on insurance offers requested from insurance undertakings based on its professional assessment. The Broker does not have the right to define the terms of insurance contracts or correctness of insurance premiums and the Broker also gives the Client advice on insurance offers requested from insurance undertakings based on its professional assessment.
- 5.11. The Broker cannot lower insurance premiums, but it may request discounts from insurance undertakings in the interest of the Client.
- 5.12. The Broker shall not arrange compensation for damages, for this is decided by the insurance undertaking.
- 5.13. The Broker always notifies the Client of the situation, where it may have a conflict of interest and in the situation of a potential conflict of interest, the Broker always acts in the interest of the Client.



- 5.14. By entry into the brokerage contract, the notification regarding a conflict of interest is deemed to be forwarded.
- 5.15. By forwarding notifications, documents and information at the contact address specified in the contract or by the means specified in clauses 5.1 and 5.2 of the Client contract, these are deemed delivered to the other party to the Client contract on the next day at the latest (except in case an automatic reply is received from the recipients email address regarding the incapability of the addressee to read the letter).
- 5.16. The Client is obligated to notify the insurance undertaking immediately of an insured event, preserve the damaged object in the condition following the event until inspection by the insurance undertaking, prevent an increase in damages and follow instructions of the insurance undertaking.

6. RIGHTS AND OBLIGATIONS

6.1. THE CLIENT HAS THE RIGHT:

- 6.1.1. to request the Broker to provide the insurance broker's service in accordance with the contract and brokerage terms;
- 6.1.2. in case the Broker violates the contractual terms, use the legal remedies provided for in the law.

6.2. THE CLIENT IS OBLIGATED TO:

- 6.2.1. inform the Broker, with a sufficient time margin, whether the Client wishes to enter into the insurance contract or renew the existing insurance contract before the next insurance period, i.e., enter into an insurance contract for the new period;
- 6.2.2. submit at least the following information to request insurance offers from the Broker (data regarding the insured assets, insurable interests and requirements for the insurance contract):
- 6.2.2.1. details and description of the insured object, as well as documents upon the Broker's request;
- 6.2.2.2. the list of insurance risks and additional risks;



6.2.2.3. all risk circumstances which have had an impact on the insured object before and that may have a future impact on the object due to the location or method of use (including natural forces);

6.2.2.4. the correct insurance value or recovery or replacement value of the insured object;

6.2.2.5. details regarding previous insured events that have occurred with relation to the insured object;

6.2.2.6. the preferred insurance territory and co-insurance rate;

6.2.3. check, whether all details concerning the Client and the insured object specified in the insurance offer are correct, and notify the Broker of incorrect details immediately;

6.2.4. notify the Broker of choosing the most suitable insurance offer within reasonable time;

6.2.5. notify the Broker immediately of changes in the Client's contact details, including the email address, via a durable medium.

6.3. THE BROKER HAS THE RIGHT:

6.3.1. to receive information from the Client about the Client's insured interests and insurance requirements according to the brokerage terms and inquiries;

6.3.2. to inspect the assets before entry into the insurance contract, if necessary;

6.3.3. to request the insurance premium to be paid according to its invoice or another document;

6.3.4. not to pay an insurance premium for the Client, if the Client has failed to pay the Broker in a timely manner.

6.3.5. in case the Client has not paid the insurance payment according to the Broker's invoice in a timely manner or the Client withdraws from the brokerage contract or if the Client cancels the contract extraordinarily, to submit an application to the insurance undertaking in the Client's name to withdraw from the insurance contract, cancel the insurance contract extraordinarily or make it premium-free by applying for transfer of the refundable insurance premium on its bank account if the Broker has paid it on its own account;



6.3.6. in case the Client fails to give the Broker correct and sufficient data about the assets or if the Client fails to pay the insurance premium on the Broker's bank account in a timely manner, the Broker has the right to withdraw from the brokerage contract by not fulfilling the brokerage obligations.

6.4. THE BROKER IS OBLIGATED TO:

6.4.1. provide the Client with the insurance broker's service and other related services under the terms and conditions set out in the insurance broker's contract and brokerage terms based on the Client's application;

6.4.2. provide services with the professionalism, independence and due diligence characteristic of insurance brokers;

6.4.3. act in the best interest of the Client, offer the Client insurance contracts which meet the Client's insured interests and inform the Client sufficiently of the offered insurance products;

6.4.4. upon renewal of the insurance contract, submit insurance offers to the Client in a timely manner, considering that in case of a lack of other Client information, the Broker shall submit an offer based on the insured interests and requirements of the Client determined in the previous insurance previous, giving the Client the opportunity to complement and specify it with the purpose of not leaving the Client's assets without insurance cover.

7. LIABILITY

7.1. The Broker and the Client are liable for failure to fulfil the obligations laid down in the brokerage contract and are obligated to compensate the other party for failure to perform the brokerage contract or for damages caused by improper fulfilment of the brokerage contract. Damages shall be compensated for, if these are sufficiently proven by the other party.

7.2. The Broker is not liable for damages caused by force majeure, a third person independent of the Broker's activity or an event the exclusion of which could not have been reasonable expected from the Broker.



7.3. Upon reviewing the compensation for damages requirement, the parties proceed from the principle that if the Broker has practiced due diligence to the Client, having fulfilled, among other things, all the notification obligations set out in legal acts and submitted the Client with sufficient explanations and warning, it shall be liable for damages caused to the Client by insurance broker's activity only as far as the Client expressed its insured interests and requirements to the insurance contract based on comparative offers or another application. The Broker is not liable for neglecting an interest not disclosed thereto by the Client.

8. PROCESSING OF CLIENT DATA

8.1. To mediate insurance contracts and request insurance offers from insurance undertakings, the Broker shall process the personal details of policyholders and insured persons (hereinafter the Client or Clients). The Broker is the controller of Clients' personal data.

8.2. The Broker processes Clients' personal data upon determining and mapping the insured interests, assessment of insurance risks, requesting insurance offers, making an overview of offers, mediating the entry into an insurance contract and provision of other insurance broker's services and giving assistance in performance of the insurance contract, including in case of an insured event.

8.3. The Broker shall process the following personal data for insurance mediation purposes: name, personal identification code, postal and email address and other contact details of the Client, details concerning insurance contract and risk circumstances, invoicing and payment terms of insurance premiums, bank details, data regarding insured events and other data required for insurance mediation and provision of the insurance broker's services. The Broker shall process special categories of personal data (such as data concerning health) only in case of mediating accidents insurance, compulsory insurance, life and health insurance and other insurance contracts, if necessary.

8.4. Upon processing client data, the Broker shall proceed from the European Union and Estonian legal acts, including the General Data Protection Regulation (GDPR) and the Estonian Insurance Activities Act.



- 8.5. Pursuant to sections 181, 217–220 of the Insurance Activities Act, the Broker as an insurance mediator shall process personal data without the person’s consent. The Broker shall process personal data based on its justified interest and the brokerage contract
- 8.6. The Broker is obligated to ensure the safety of processing personal data with the purpose of protecting the personal data from accidental or unauthorised processing, disclosure or destruction
- 8.7. The Broker shall ensure that the Clients’ personal data will be stored in a way that access thereto is granted to only a limited number of Broker’s employees who need access to perform their work assignments and only in the justified and necessary extent.
- 8.8. The Broker shall protect the Clients’ personal data by internal security and confidentiality rules and has implemented the organisational, physical and information technology measures (including a secure information system) required to protect the Clients’ personal data. Upon processing the Clients’ personal data, the Broker uses the least possible amount required to fulfil the objectives set out in the brokerage contract. The Broker’s employees are obligated to keep the Clients’ personal data confidential.
- 8.9. As a rule, the Broker receives the Clients’ personal data only from the Clients (or insurance undertakings). The Broker does not gather the Clients’ personal data from third sources, except for public registers and other exceptions set out in this document. Upon extending the insurance contract, the Broker may also receive the Clients’ personal data from insurance undertakings (e.g. data concerning insured events and risk circumstances) and its cooperation partners that the Client has authorised to forward personal data to the Broker
- 8.10. In order to process special categories of personal data (e.g. data concerning health status or disability), the Broker needs the Client’s separate and appropriately formalised consent.
- 8.11. The Broker has the right to record and store information and data forwarded by the Client via means of communication (e.g. phone, email, website, Skype, etc.), including to record client conversations. The Broker shall use the recorded information to perform the brokerage contract and/or ensure the performance of a brokerage contract, prove



expressions of will or executed transactions, and to serve Clients and provide the insurance broker's services.

8.12. The Client agrees to forward its personal data to insurance undertakings, if it is necessary to request comparative insurance offers from insurance undertakings, mediate insurance contracts and to provide damage- or insurance-related advice to the Client. Upon forwarding personal data, the Broker demands insurance undertakings to fulfil the security and confidentiality rules based on the contractual rules concerning the processing of personal data.

8.13. The Broker shall additionally forward personal data to other authorised processors of personal data (e.g. the provider of auditor and legal service, collection company, experts, etc.) to provide the Clients with the insurance mediation service based on contracts for authorised processing of personal data.

8.14. The Broker has the right to forward the Clients' personal data to investigative bodies and the police, the court, bailiffs, the Financial Intelligence Unit, the supervision agency, the tax authority and other institutions specified in legal acts.

8.15. The Broker shall process the Clients' personal data within the European Union and the European Economic Community. The Broker shall not forward personal data to third countries. In case it is necessary to mediate the insurance contract, the Broker shall adhere to the confidentiality and security rules set out in legal acts.

8.16. The Broker shall store the Clients' personal data as long as is necessary to meet the objectives of processing personal data or fulfil the Broker's obligations set out in legal acts, including considering the expiry dates of claims arising from the insurance and brokerage contracts.

8.17. The Broker may process the Clients' personal data also to improve the quality of customer service, measure client satisfaction, develop the services, measure insurance risks, to conduct commercial and statistical analyses, carry out market surveys, make marketing offers, develop the information system and to provide insurance-related services.

8.18. The Client agrees to receive commercial offers from the Broker and is aware that the relevant consent can also be withdrawn by notifying the Broker thereof in writing at the contacts specified on the Broker's website.



- 8.19. The Client has the following rights with regard to processing personal data thereof:
- 8.19.1. The Client has the right to ask, at any time, whether the Broker processes their personal data, receive information about what kind of personal data the Broker processes in connection therewith and how are the data used;
 - 8.19.2. The Client has the right to apply the Broker to specify or correct their personal data if these are incomplete, insufficient or incorrect;
 - 8.19.3. The Client has the right to apply for the personal data to be erased (for example, if the Client has withdrawn the consent for processing its personal data). In this case, the Broker cannot continue providing services to the Client;
 - 8.19.4. The Client has the right to demand the Broker compensation for damages caused thereto by the inappropriate processing of personal data;
 - 8.19.5. The Client has the right to receive personal data processed by the Broker in written or generally used electronic form and to demand the Broker to forward their personal data to another processor;
- 8.20. If the Client thinks that their rights have been violated by processing their personal data, a claim or complaint may always be issued with the Estonian Data Protection Inspectorate (Väike-Ameerika 19, 10119 Tallinn, info@aki.ee, www.aki.ee) or the court (www.kohus.ee).
- 8.21. The Client's rights listed herein with regard to processing the personal data thereof do not constitute absolute rights. In some cases, the rights of other data subjects or the Broker's legal obligations may restrict the Client's rights and upon realisation, the Client's rights are balanced with the rights of other persons.
- 8.22. In order to exercise the rights involved with processing the Client's personal data or to submit applications related to processing of personal data, please contact AS Vandeni Kindlustusmaaklerid at contact details listed on the website www.vanden.ee.
- 8.23. The Broker has the right to amend the principles of processing personal data, notifying the Clients thereof (one) month in advance at the Client's contact details or on the website www.vanden.ee.
- 8.24. By submitting an insurance application, the Client gives the Broker the consent to process their personal data in compliance of the provisions of this document.



9. CONCLUSION

9.1. To resolve complaints, the Client may contact AS Vandeni Kindlustusmaaklerid at the addresses specified in clause 2.1 of the brokerage terms.

9.2. In case the Client thinks the Broker has not fulfilled contractual terms or other requirements, the Client may issue a complaint against AS Vandeni Kindlustusmaaklerid with the consumer complaints committee of the Consumer Protection Board (requirements for the complaint are published on www.tarbijakaitseamet.ee) or the Financial Supervision Authority (www.fi.ee) or the court (www.kohus.ee).

