

13.12.2021

Policyholder: TREV-2 GRUPP AS (reg.code 10047362)

Pärnu maantee 463, 10916 Tallinn, Estonia

Insurer:

If P&C Insurance AS

e-mail: global.estonia@if.ee

**Insurance Policy No** 3KOML2033067189

**Insurance Period** 01.01.2022 - 31.12.2022

**Insurance Broker** CHB Insurance Broker

Pärnu mnt 158/1, 11318 Tallinn, Estonia

Contact: Andry Saarm

+372 529 3169 or +372 614 4400

andry.saarm@chb.ee

The fields of insurance included in your Insurance Contract and the Policy Documents relating to them



### TERMS OF PAYMENT

## If P&C Insurance AS Premiums by Fields of Insurance

Liability Insurance General and Product Liability EUR 24,171.22

Broker Commission EUR 2 685.69

Insurance Premium Total EUR 26,856.90

# **Paying of the Insurance Premium**

The Insurance Premium Total shall be paid in one instalment.

Insurance Premium Total is a provisional premium calculated according to the provisional turnover and the premium rate. An adjustment will be done when final turnover is available.

However, in any cases a minimum Insurance Premium Total of EUR 20 000.00 for the period of 01 January 2022 -31 December 2022 is applied.

### **Master Program Clause**

This policy forms an integral part of an International Liability Program. This policy shall only be automatically renewed by a period of one year if the Master Policy is also renewed.

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On expiry of coverage provided by the Master Policy, this policy shall also expire

Master Policy Insurer: Master Policy Insurer: SMA BTP

8 rue Louis Armand, 75015 Paris

Master Program Client Name: EUROVIA



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#### **GENERAL INFORMATION**

### Data given

The insurance policy has been drawn up according to the data given by the Master Policy Insurer. In case of the change of data, please notify the insurer immediately in writing. The insurer relies on the given data as far as the respective notice of change has been presented.

## Law applicable to the insurance contract

The present insurance contract is subject to Estonian law.

# Conclusion of contract, payment of the first instalment

By paying the first instalment, the Policyholder confirms that she/he agrees with the conditions of the contract, she/he has received all documents referred on the insurance policy and the information provided on the insurance policy and other contractual documents concerning the Policyholder, Insured, insurance object and insurance risk is correct.

The contract is considered to be concluded (the contract enters into force) from the receiving of the first instalment. The insurance policy is an offer to conclude the contract until the receiving of the first instalment. If the first instalment has been received no later than the day noted on the invoice, the insurance cover will be valid also during the period between the start of the insurance period and the receiving of the insurance premium, provided that the Policyholder has followed the requirements of the insurance contract (safety precautions, informing about the loss event etc).

If the first instalment has been received later than the day noted on the invoice, but during 10 days from the day noted on the invoice, the Insurer will have no obligation to pay the insurance compensation for those events, which took place before the receiving of the first instalment.

If the first instalment has been received later than 10 days from the day noted on the invoice, the contract will not enter into force and the Insurer has no obligation to pay the insurance compensation.

### **Conditions of ending the insurance contract**

Conditions of ending the insurance contract are given in the insurance conditions mentioned in the Insurance Policy.

### **Copies of the declarations of intent**

The policyholder has a right to demand a copy of any declaration of intent related to the insurance contract and presented to the insurer in writing or in the format which can be reproduced (f.g. proposal form, proposal to change the insurance contract).

# **Notifying of loss event**

Policyholder or the insured must immediately notify the insurer in writing or in any format enabling the written resubmission (e.g. email, message via internet homepage of the insurer) of any loss that has come to it's attention as a result of written notice or complaint, search, seizure of documents, presence at the site or anything else similar and that is connected to activities or conditions resulting in indemnity claims covered by insurance.

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ÄRIREGISTRI KOOD: 10100168
AADRESS: Lõõtsa 8a, 11415 Tallinn

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### **GENERAL INFORMATION**

#### International sanctions' clauses

All risks the insurance of which does not comply or becomes incompatible with trade restrictions, prohibitions or sanctions of the United Nations, the European Union or United States shall be excluded from coverage with effect from the date on which such trade restrictions, prohibitions or sanctions become applicable to such insurance.

In the event that further sanctions be imposed by the United Nations, the European Union, or U.S. authorities which hinder, directly or indirectly, the insurer from continuing to provide insurance under this agreement, the insurer may cancel this agreement by giving written notice to the other party. Such cancellation becomes effective 14 days after the cancellation notice has reached the other party. In the event of an interruption of communications, notice of cancellation shall be deemed to be given as soon as it has been dispatched or dispatch has been attempted.

The Insurer reinsures this Policy (completely or partly) to a Reinsurer located in the European Union. In circumstance where it is unlawful for the Reinsurer to provide reinsurance to this policy due to economic or trade sanctions in force in the country where the Reinsurer in domiciled (e.g. Article 26 of Council Regulation (EU) No 961/2010 of 25 October 2010 on restrictive measures against Iran), there is no coverage for the Insured under this Policy to the extent that the Reinsurer would be in breach of such law or regulation.

### **Insurance inspection**

The policyholder has the right to file a complaint about the insurer to the Financial Supervision Authority located at Sakala 4 15030 Tallinn.

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Form and Class of Insurance Voluntary Insurance

General and Product Liability

**Insured** TREV-2 GRUPP AS

**Insured's Activity** Expertise and services related to road and transport infrastructure

construction and urban development.

**Coverage** General Liability (general business activities)

Product Liability (produced or provided products, service finished and

overhanded)

**Trigger** Trigger of the policy is "occurrence" and coverage is provided for claims

that occur during the period of insurance stated in the Policy.

Differently from the regulation in the TVT-20161 a trigger in Product

Liability shall be also Occurrence.

Territorial Scope Worldwide except USA/CANADA

**Limit of Liability** EUR 10 000 000 per occurrence and in the annual aggregate, including

the sublimit for Environmental damages clause is 2 500 000 EUR per loss

and in the aggregate.

**Deductible** EUR 1 000 each and every claim

**Insurance Conditions and** 

Insurance Product
Information Documents

General Conditions for Liability Insurance TVÜ-20161

Construction Activity Liability Insurance Conditions TVET-20161

Product Liability Insurance Conditions TVT-20161

Activities Liability Insurance Information Document 2018/1 Product Liability Insurance Information Document 2018/1

Insurance Conditions and Insurance Product Information Document can be

found on the If website at tingimused.if.ee

By paying the insurance premium you confirm that you have received the insurance conditions, product information document and policy and that you

are agree them.

**Insurance Special Conditions** 1. E

1. Environmental damages

If does not indemnify for damages caused to the environment, except environmental clean up costs for the elimination of pollution caused as a result of a sudden, unforeseeable and one-off event and unavoidably necessary initial costs for limiting the damages if the insured is responsible

for the indemnification of such expenses.

If does not indemnify if the damages were caused to the environment

because of a circumstance that is gradual, repeated or continuing.

Sublimit for Environmental damages clause is 2 500 000 EUR per loss and

in the aggregate.

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- 2. Differently from the articles 20 and 21 of the TVET 20161 If indemnifies for damage, caused to third party's property that is not a part of construction works, due to vibration or weakening or removing bearing construction element. Such indemnifiable damage shall be considered only collapse of a third party's property.
- 3. Differently from the article 58.10 of the TVÜ 20161 If shall indemnify a claim based on insured's activities, services or products related thereto bridges.
- 4. Differently from the article 15 of the TVET 20161 If shall indemnify for loss or damage due to hot works.

Signed for and on behalf of the Insurer:

Karina Kuuskmann

Liability Product Manager

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