

Avor Kindlustusmaakler OÜ **INFORMATION SHEET** 20160101  
on the provision of information prior to entry into a brokerage agreement

### 1. Avor Kindlustusmaakler OÜ

The business name of the insurance broker is Avor Kindlustusmaakler OÜ (hereinafter: Avor), registry code 11730724, address Vabaõhumuuseumi tee 4c-35, Tallinn 13522; web site [www.avor.ee](http://www.avor.ee), e-mail: [info@avor.ee](mailto:info@avor.ee).

### 2. Insurance brokerage

Insurance brokerage means the mediation of insurance policies by Avor on behalf of the client for the purpose of offering, based on an independent analysis, an insurance policy pursuant to the client's insurable interest and requirements, counselling the client in the case of an insured event, and in other matters related to the insurance policy. Independent analysis means that in submitting an overview of insurance offers / the offers of insurance companies and making recommendations to the client Avor is guided only by the client's insurable interest and requirements whereby Avor refrains from representing the interests of insurers or third parties.

Avor acts as an independent expert in inspecting the insured object.

Avor practices insurance brokerage in accordance with the Insurance Activities Act and is included in the list on insurance brokers available on the web site [www.fi.ee](http://www.fi.ee).

### 3. Broker's commission

Avor shall receive a commission from the insurer who underwrites the client's insurance policy save where otherwise agreed between Avor and the client. The broker's commission is usually a percentage of the insurance premium and/or a fixed amount agreed with the client. If an insurance offer is submitted, Avor shall notify the client of the rates of commission payable by insurers for each mediated insurance policy.

### 5. Liability insurance policy

Avor's liability insurance policy is underwritten on the Lloyd's insurance market (Marketform Managing Agency Limited, address 20 Gracechurch Street, London EC3V 0BG, UK Gracechurch Street, London EC3V 0BG, UK).

### 6. Indemnification principles

The insurer referred to in the insurance policy or the legislation (compulsory insurance) has the indemnification obligation. If an insured event occurs, the insurer shall compensate for the damage caused on the basis of the following legislation and contractual documents:

1) for voluntary insurance, the insurance policy issued for the insured object, incl. the general and specific policy conditions; 2) for compulsory insurance, the legislation governing the class of compulsory insurance concerned, incl. for motor third party liability insurance, the Motor Insurance Act; 3) the Law of Obligations Act and other legislation. The principles of compensating for damage are set out in the Law of Obligations Act, §§ 448 to 450, 475 to 477, and 491.

### 7. Jurisdiction

Claims against the insurer arising from the insurance policy may be referred by the policyholder to the court specified in the policy, or failing that, to one of the following: the local county court of the insurer's seat or place of business; the local county court of the policyholder's official address; the local county court of the place where the insured event occurred; other courts specified in the Code of Civil Procedure; dispute arising from a motor third party liability insurance policy may be referred to an arbitral tribunal for insurance disputes.

### 8. Complaints procedure

If the client has any complaints concerning Avor's activities, he may lodge a complaint with Avor.

Avor shall review the complaint as soon as possible but not later than in 15 days from the receipt of the complaint from a consumer, or in 30 days for complaints filed by a legal entity.

If the complaint cannot be reviewed within the said time limit, Avor shall, by sending a notification to the client's e-mail address, inform him, in a format which can be reproduced in writing, of the reasons for extending the procedure and of the new time limit for responding.

If the client finds that Avor has violated his rights whilst processing client data, he may request Avor to remedy the situation. If the client's rights are violated, he may at any time refer the matter to the Data Protection Inspectorate or a competent court.

Furthermore, complaints concerning the broker's activities can be addressed to the consumer complaints committee of the Consumer Protection Board (the conditions for addressing complaints are available at [www.tarbijakaitseamet.ee](http://www.tarbijakaitseamet.ee)), the Financial Inspectorate, ([www.fi.ee](http://www.fi.ee)) or a court of law ([www.kohus.ee](http://www.kohus.ee)).

### 9. Provision of information

Avor may orally disclose to the policyholder the information set out in Sections 1 through 8 above and subsequently deliver it on a permanent medium accompanied by the terms and conditions for brokerage agreements (available [here](#)) and the offer. The essential conditions of insurance policies shall be communicated by Avor as an overview of insurance offers or as offers of insurance companies.

Avor requests that the policyholder submit to it any additional questions concerning the provided information by e-mail ([info@avor.ee](mailto:info@avor.ee)) within 5 (five) business days from receiving the insurance policy.