

WARRANTY INSURANCE PRIVACY POLICY

Your privacy is important to us. Wishing to provide our customers with the best insurance mediation services, we need to process personal data. We would like to inform you about what personal data we collect and for what purpose, and what your choices in connection with the processing of your personal data are.

1. PURPOSE

- 1.1. The privacy policy sets out the principles of protection of personal data by the Warranty Insurance OÜ ("Warranty") in connection with the provision of insurance mediation services and the purposes of processing of personal data by the Warranty.
- 1.2. The privacy policy applies to everyone who uses the services of the Warranty and the website and makes queries regarding the Warranty's services.
- 1.3. The privacy policy is based on all applicable legislation relating to data protection and privacy including without limitation the General Data Protection Regulation (GDPR) of the European Union (Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC) and clarifies the principles of implementation thereof by the Warranty.
- 1.4. The privacy policy is part of all the insurance mediation contracts of the Warranty. By visiting the website, making queries to the Warranty about insurance and mediation services and commencing use of the Warranty's services you consent to the principles of data processing described in the privacy policy.

2. DEFINITIONS

- Person** means the Customer, a person related to the Customer or the Visitor.
- Customer** means the person who uses the Warranty insurance service or another service provided by the Warranty or a representative of such person. The Customer is a policyholder or another person.
- Person related to the Customer** means a person whose data Warranty processes for the purpose of performance of the insurance mediation contract and conclusion of an insurance contract (e.g. the owner of the insured property, the insured person, the beneficiary, etc.).
- Visitor** means a person who visits the Warranty's website or is interested in insurance or insurance mediation services via the Warranty's website or in another manner.
- Data** means the Person's personal data that is disclosed to the Warranty in connection with the use of the Warranty's services or expression of interest in them by the Customer.
- We** means the Warranty Insurance OÜ (*Registry Code 112886925, registered address Vabaõhumuuseumi tee 1, 13521 Tallinn, tel. +372 660 8888, e-post info@warranty.ee*).
- Website** means the Warranty's website: www.warranty.ee.
- Services** means the Warranty's insurance mediation service and other services of the Warranty.
- Contract** means an insurance mediation contract and an insurance contract.
- Mediation Contract** means an oral or written agreement concluded for using the insurance mediation service and other Services of the Warranty.
- Insurance Contract** means an insurance contract concluded via the Warranty.

3. WE PROCESS PERSONAL DATA FOR THE FOLLOWING PURPOSES

3.1. The Warranty processes personal data for the purpose of providing Customers with better Services, performing the Contract and replying to queries received regarding the Warranty's Services. We only collect the minimum customer data that we need to attain the purposes of processing.

3.2. The Warranty collects personal data upon:

3.2.1. ordering and using the Warranty's Services;

3.2.2. sending a query to or via the Warranty;

3.2.3. conclusion of a contract with the Warranty;

3.2.4. requesting insurance offers, conclusion of an insurance contract, collection of insurance premiums and assisting in performing an insurance contract.

3.3. The processing of Data is necessary so the Warranty can provide the Customer with the Services and reply to queries.

3.4. The basis for processing Data is the Person's consent, a contract or the law.

3.5. The Warranty receives the Person's Data from other sources as well (e.g. from service providers, insurance companies, public registers, etc.) if it is necessary for performance of the Contract concluded with the Customer, the processing of Data is provided by law or it is based on the Person's consent.

4. WE USE PERSONAL DATA FOR THE FOLLOWING PURPOSES

4.1. The Warranty may use the Data of the Customer, a person related to the Customer for performance of the Contract *on the basis of legislation without the Person's consent* for:

4.1.1. identifying the Customer or the Customer's representative for the purpose of conclusion of the Contract;

4.1.2. performance of acts required for provision of the Customer with Services, servicing the Customer, asking for insurance offers, identifying an insurance interest, drawing up a comparison of offers, drawing up an insurance contract, giving advice in the case of a loss event, assisting in performing an insurance contract, giving other insurance-related advice and provision of other services;

4.1.3. making logs of and preserving the Website and electronic solution of the Warranty, elimination of bugs, maintenance and development, keeping and storing Data related to the Contract (incl. with the help of cloud services);

4.1.4. improving the Services and the user experience of the Customer and the Visitor, communication of information related to the Services, and other activities needed for provision of the Services;

4.1.5. drawing up the Contract, calculating the commission and service fees related to insurance mediation and the insurance contract, drawing up and issuing invoices and payment schedules;

4.1.6. exchange of information related to the provision of Services and business, documentation of business activities (e.g. sending information to the Warranty for performing statutory duties, etc.), also for assessing and preventing business risks and losses;

4.1.7. sending information on the Services and insurance contracts to the Customer by e-mail;

4.1.8. recording and preserving telephone calls between the Warranty and the Customer with the aim of ensuring better provision of the Services and proving the parties' declarations of intent;

4.1.9. improving the quality of and developing Customer service, measuring user activity and Customer satisfaction. The Warranty may combine Data collected by

providing various Services, provided that the data have been collected for the same purpose;

4.1.10 protection of the infringed or contested rights of the Warranty and recovery of debts, incl. the right to disclose the Data (name, personal identification code, date of birth, place of residence, e-mail address, telephone number, due date of an obligation, amount of debt) to a law firm and a debt recovery firm, incl. to a credit default register in the case of a payment that has been overdue for more than 30 calendar days until the debt has been settled;

4.1.11. enabling and controlling the Customer's and the User's access to digital channels for improving the user experience of the digital services and adjustment of the view for the device as well as for the purpose of preventing unauthorised access to and misuse of the digital channels, ensuring information security, improving the technical systems, the structure of the information technology and developing the Services through testing and improvement;

4.1.12. otherwise performing the Contract, concluding and assisting the performance of an insurance contract, provision of the Services or attaining performance for the purpose of protecting one's rights.

4.2. The Customer cannot refuse the processing of the Data for the purposes specified in clauses

4.1.1-4.1.12, because it would make the provision of the Customer with the Service impossible.

5. WE PROCESS THE FOLLOWING PERSONAL DATA OF CUSTOMERS

5.1. For the purposes specified in clauses 4.1.1-4.1.12 the Warranty processes the following Data:

5.1.1. the Customer's and the Customer's representative's personal identification code, date of birth, place of residence, e-mail address, telecommunications numbers, contact details, number of the identity document, bank account number, invoice and payment details, credit card information, username and password of the electronic solution, language of communication, field of activity, communication channels;

5.1.2. the name, personal identification code or date of birth, e-mail address, telecommunications numbers of the person related to the Customer, the name of the insured property, the registration plate and other registry data, qualities, age, condition and other information on the property that is required for concluding an insurance contract;

5.1.3. Data on the use of the Warranty's Services by the Customer: Data on the start and period of use of the Services, Data on the Customer's Contract, orders, offers, Contract amendments, terminations and Contract-related declarations of intent, invoices and payment information, loss events, Data on registration in the Warranty's electronic channels, username and password, Data on choices, operations and logs made in the electronic channels, Data collected using cookies, Data on the payment discipline of the Customer, and other Data on the use of the Warranty's Services;

5.1.4. Data on the use of the Warranty's electronic solution and other details of electronic communication (e.g. data on the location and usage, equipment, IP address);

5.1.5. other Data that the Warranty may to a reasonable and necessary extent process for performing the Contract.

6. HOW WE PROTECT PERSONAL DATA

6.1. We consider the Person's privacy and the protection of the Person's Data very important and make the best efforts to ensure the security and protection of the Data.

6.2. We protect personal data through strict security and confidentiality rules, using organisational, physical and information technology security measures to ensure the integrity, availability and confidentiality of the Data. These measures cover the protection of the IT infrastructure, computer and communications networks, technical equipment, employees, offices and information with the aim of ensuring an up-to-date level of mitigating risks and preventing threats of Data leaks and losses.

6.3. We ensure the security of processing Data in accordance with legislation (e.g. GDPR) and good business practice.

6.4. In day-to-day activities, data protection is regulated through the internal security rules of the employees of the Warranty, according to which employees are responsible for the application of Data protection measures. Only the employees who need and are authorised to process the Data have access to the Data to the required extent.

6.5. The protection of the Data by the authorised processors of the Warranty is regulated in the Data Protection Rules that constitute an annex to the cooperation agreement and these rules require authorised processors to follow the Data Protection Rules and are responsible for following the rules.

7. HOW WE USE DATA FOR MARKETING

7.1. Under the Contract, the Warranty has the right to use the Customer's Data for a marketing and statistical analysis of the Services and the service environment (e.g. typical behaviour and manner of use), combining data obtained from external sources with internal data for the purpose of identifying the Person's insurance and usage needs and preferences, and to prepare and make offers on the basis thereof.

7.2. Under the Contract or based on consent, the Warranty has the right to submit and send to Customers and other persons electronic and other offers prepared by the Warranty or a partner of the Warranty for the purpose of ensuring that information on the insurance and other related services provided by the aforementioned persons reach the addressee more reliably and faster.

7.3. The Person can grant the Warranty consent to the sending of electronic and other personal marketing offers, including those based on a profile analysis, refuse consent or withdraw consent by informing the Warranty thereof at the contact details given on the Website. Making offers based on a profile analysis may be based on what services the Person uses and how, and how the Person navigates in digital channels.

7.4. Offers may be made to the Customer on the basis of the Contract, consent and a legitimate interest of the Warranty, provided that the Person has not opted out of marketing offers. By entering into the Contract, the Customer grant the Warranty consent to making direct marketing, campaign and bargain offers, offers specified in clause 7.3 and insurance offers by the Warranty, companies of the group of the Warranty and the Warranty's partners. The Customer consents to the disclosure of the Customer's Data to companies belonging to the same group as the Warranty for the purpose of mutual and joint provision of the Customer with Services. The consent is valid until withdrawn or until termination of the Contract.

7.5. The Person can contact us at any time at the contact details given on the Website in order to inform us about the request not to receive any personal offers and withdrawal of the consent.

8. WE DISCLOSE DATA IN THE FOLLOWING EVENTS

The Warranty discloses the Data in the following events:

8.1. in events provided by law at the request of the authorities (e.g. law enforcement agencies, the Financial Intelligence Unit, the courts, enforcement officers, tax authorities, supervisory authorities);

8.2. to insurance companies, insurance intermediaries, credit institutions and credit intermediaries, where required for the performance of the Contract;

8.3. to legal and financial advisors, auditors, debt recovery undertakings and other authorised processors where required for provision of the Service, performance of the Warranty's duties and obligations, and protection of the Warranty's rights.

9. TRANSFER OF DATA TO AUTHORISED PROCESSOR

9.1. The Warranty processes the Data of the Customers and persons related to the Customers with the help of a controller, establishing Data processing instructions.

9.2. The Warranty transfers the Data to authorised processors where required for performance of the Contract. Authorised processors are the Warranty's partners listed on the Warranty's Website.

9.3. The Warranty processes the Data in the information system of, among others, Insly Ltd (*registry code 09139615, address Salisbury House, London Wall, London EC2M 5QZ*) and insurers.

9.4. The Warranty grants the Data processing right to authorised processors on the basis of a contract under which the authorised processor is required to ensure and is liable for the processing of the Data in accordance with legislation, ensuring compliance with the data protection requirements in accordance with the legislation of the European Union and the security of the Data.

10. THE TIME UNTIL WHICH WE KEEP THE DATA

10.1. The Warranty does not process the Data for longer than necessary. The Warranty keeps the Data until the purpose of use of the Data has been fulfilled, usually until the expiry of the Warranty Contract and the Insurance Contract and thereafter on the basis of its legitimate interest and for performing statutory duties (e.g. duties arising from accounting, private legal grounds, etc.).

11. RIGHTS RELATED TO PERSONAL DATA, WHICH WE ENSURE

11.1. According to the law, the Customer and a person related to the Customer have the right to:

11.1.1. receive information from the Warranty about the extent and use of the processing of the Customer's Data;

11.1.2. demand that the Warranty terminate the use of, correct and delete the Data;

11.1.3. grant or withdraw consent to use the Data for direct marketing or other marketing purposes;

11.1.4. for the purpose of protecting the Data, contact the data protection authority or seek judicial protection;

11.1.5. claim justified compensation for proven damage caused to the Customer as a result of unlawful use of the Data;

11.1.6. demand that no decisions based merely on automated processing be made with regard to the Customer.

11.2. A person related to the Customer has the right to address the Warranty with claims specified in clauses 11.1-11.1.6 with the knowledge of and via the Customer.

The Warranty explains that at the request of a person related to the Customer to terminate the use of or to delete their Data, the Warranty cannot continue providing the

Customer with the Warranty's service or ensuring the provision of the insurance service.

12. GEOGRAPHICAL REGION OF PROCESSING DATA

12.1. The Warranty processes the Data within the European Union (EU) and the European Economic Area (EEA).

13. THE WAY WE USE COOKIES

13.1. The Warranty uses cookies (text files that are loaded to the user's device (computer, mobile phone) via the Website or the Warranty's electronic solution) on its Website. Cookies are saved in the file catalogue of the web browser (e.g. Internet Explorer, Firefox) on the hard disk of the device. Cookies allow for recognising the user the next time the user opens the Website, identify their interests and preferences, analysing their choices and offering better terms of use, and make offers and send advertisements via the Website on the basis thereof. Cookies do not threaten the device.

13.2. The Warranty uses cookies to make certain that the Person does not need to reinsert previously inserted information when revisiting the Website or reusing the Warranty's electronic solution.

14. AMENDMENTS

14.1 The Warranty has the right to revise the privacy policy by informing Customers thereof at least one (1) month in advance via the Website www.warranty.ee.

The privacy policy enters into force on 25 May 2018.