

Terms and conditions of the brokerage contracts of Cachet Insurance Broker OÜ

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1. Introduction

1. The terms and conditions of the brokerage contract are the basis for marketing the insurance contracts of Cachet Insurance Broker OÜ.
2. The service is provided by Cachet Insurance Broker OÜ and the service is used by a user of the Cachet OÜ portal <https://Cachet.me/> or another client who wishes to enter into an insurance contract.

2. Definitions

1. *Cachet Insurance Broker OÜ* (hereinafter *Cachet Broker* or *Broker*), registry code 14920263, address Kohtu 2-21, 10130 Tallinn, email info@Cachet.ee, phone [+ 372 668 28 34](tel:+3726682834), website <https://Cachet.me/>) is a company operating as an insurance broker which markets insurance contracts and is included in the list of insurance intermediaries of the Financial Supervision Authority (www.fi.ee).
2. The *Portal* is the digital environment of Cachet OÜ at <https://Cachet.me/>, which is used by the users of the Cachet Broker portal to market insurance contracts. The portal is owned by Cachet OÜ, which does not market insurance.
3. The *Client* or the *Policyholder* is a person in whose interest Cachet Broker provides the insurance brokerage service.
4. *Marketing an insurance contract* means that Cachet Broker identifies the insurance needs and requirements of a Client, submits a comparative offer to the Client, recommends the best offer given by the insurers, assists in concluding and performing the insurance contract, and provides insurance advice.
5. An *insurance application* is a declaration of intent submitted to Cachet Broker by the Client for the use of the insurance brokerage service and for entering into an insurance contract.
6. *Insurable interest* is the Client's interest in insuring the property or object against the risks that the Client has listed and the *insurable need* is the need of the Client to obtain necessary insurance coverage.
7. *Comparative insurance offer* is a Broker's insurance offer which contains offers from at least three insurers (unless the Client has requested fewer offers) as comparative offers, from which the Client selects the most suitable offer and concludes the insurance contract.

8. The *Broker's recommendation* is Cachet Broker's reference to the offer which best corresponds to the Client's insurable interest.
9. The *Terms* are these terms and conditions of brokerage contracts.
10. The *Brokerage Contract* is an insurance brokerage contract which is concluded between Cachet Broker and a Client on the basis of terms and conditions and includes an insurance application, a comparative insurance offer, and other letters and documents related to the insurance brokerage service. The definitions used in these Terms in the singular also apply in the plural.

3. Pre-contractual information regarding the Brokerage Contract

1. Cachet Broker markets personal insurance contracts to the Client based on the specifics of the Client.
2. The insurance brokerage service of Cachet Broker is provided independently of insurers, which means that the Broker does not act in the interests of the insurers, but only cooperates with the insurers to better market insurance contracts to clients in the interests of the clients.
3. Cachet Broker and the Client communicate all insurance marketing information to each other on the portal and by emails.
4. The insurance brokerage service is a paid service. The brokerage fee may be paid to the Broker by both the Client and the insurer (doing so on behalf of the Client) or in parts by both the insurer and the Client. With the Brokerage Contract, the Client confirms that they agree with the manner of payment and the amount of brokerage fee that has been agreed for the insurance contract between the insurer and the Broker. Information on the amount of the brokerage fee is available in the comparative offer and on the Portal. The insurance premiums shown in the comparative offer usually already include the brokerage fee.
5. In addition to marketing the insurance contracts offered by insurers, Cachet Broker may also offer the client the insurance services developed by themselves on the basis of section 1851 of the Insurance Activities Act.
6. Usually, Cachet Broker's insurance service is personal, aimed at policyholders with a definite insurable interest, including clients of the Portal, and policyholders who prefer a personal insurance contract to be dependent on their activity,

behaviour, the nature of use, field of activity, or volume of the insured object, or other specific data.

7. If the Client's insurable interest is the most favourable insurance premium, Cachet Broker offers an insurance service that does not have additional protections and the Client obliges to notify the Broker separately of the interest for additional protection. If the Client has not named their different main insurable interest, the Broker considers that the most favourable insurance premium is the insurable interest.
8. All costs of the insurance contract and insurance mediation as well as the amount of insurance premiums and additional payments are indicated in the insurance contract, comparative offer, or other insurance or insurance marketing document or on the Portal. The Client's communication costs are borne by the client. The Broker does not pay insurance premiums to the insurer on behalf of the Client; payments not received by the Broker from the Client on time remain unpaid to the insurer, unless otherwise agreed. The Client agrees that if Cachet Broker has nevertheless paid the insurance premium to the insurer on behalf of the Client, the Client is obligated to reimburse the insurance premium to Cachet Broker OÜ.

4. Brokerage Contract and the Client's authorisation

1. The Brokerage Contract is concluded and it enters into force when the Client submits the first insurance application to the Broker, and it is valid until the Client wishes to terminate the use of Cachet Broker's services.
2. The Client confirms the conclusion of the Brokerage Contract, acceptance of the terms and conditions of the Brokerage Contract, and the suitability of the insurance contract by paying the first insurance premium.
3. The Brokerage Contract is concluded on the portal. If the client terminates the use of the portal, it is considered that they also wish to terminate the Brokerage Contract.
4. To receive a comparative insurance offer, the client submits the data of their insurable interest to the Broker on the Portal, unless otherwise agreed. In the case of insurance services with a definite insurable interest, the insurable interest may also be specified in the terms and conditions of the insurance.
5. Cachet Broker submits to the Client the offers of insurers' insurance contracts in a comparative insurance offer, providing the client with a recommendation regarding the insurance contract that best suits their interests.

6. To use the insurance brokerage service, the Client gives Cachet Broker full authority to request insurance offers from insurers on their own behalf; enter into, change (incl. if the data or circumstances of themselves or the insured object have changed), and terminate insurance contracts (incl. if the insurance payment is not settled in a timely manner); and receive any information from the insurer about the insurance contract and the insured event. Among other things, the Client authorises Cachet Broker to submit inquiries on behalf of the Portal or third parties on the use of the insured object (e.g. vehicle) and forward this data to insurers, initiate amendments to the insurance contract, and cancel the insurance contract.
7. Amendments to the Brokerage Contract can be made upon agreement between the Broker and the Client. The Broker may change the terms and conditions unilaterally, providing a 30-day notice through the Portal. If the Client does not agree with these terms and conditions, they have the right to cancel the Brokerage Contract through the portal. In this case, the Brokerage Contract is deemed to be cancelled as of the end of the insurance period of the valid insurance contract. The Client is obligated to pay the brokerage fee and insurance instalments through the Broker until the end of the insurance period.
8. The Client has the right to withdraw from the Brokerage Contract within 14 days of concluding it by submitting a notice to the Broker on the portal. Withdrawal from the Brokerage Contract is treated by the broker as a statement of the Client's intent to simultaneously withdraw from the insurance contract concluded through the Broker.
9. Upon withdrawal from the contract, cancellation of the contract, or extraordinary termination of it on any other basis, the insurance premium shall be refunded to the Client for the period exceeding the validity of the insurance contract, deducting expenses, payments, and prepaid brokerage fees.
10. The customer may retain the refundable insurance premium as an advance payment for the next purchase. In this case, the prepayment amount will be displayed in the customer's Cachet.me digital wallet. The customer will be able to make the choice during the next purchase on the Cachet.me platform. The prepayment will be deducted from the next insurance premium. If the customer does not wish to keep the refundable money as an advance payment, the customer may request to refund the prepayment to a bank account.

11. Cachet Broker may offer customers discounts on the payment of insurance premiums. The conditions to qualify for the discounts are published on the Cachet.me platform. The customer will be able to see the rewards (e.g. collected premium) in the Cachet.me digital wallet. The customer can choose which discounts to use when the customer is paying the insurance premiums. Discounts will be deducted when creating an invoice for the customer.
12. The Brokerage Contract is governed by Estonian law. Disputes are resolved in Harju County Court.

5. Insurance premium and general information regarding the insurance contract

1. The insurance premium must be settled by the Policyholder by the term specified in the Cachet Broker payment notice or the policy (hereinafter the *Payment Term*). If the client has chosen to pay by card payment, the client must ensure that the bank card has the necessary funds to pay the insurance premium by the Payment Term (hereinafter *payment of the insurance premium*). If there is no money on the card, the insurance premium is considered unpaid.
2. The insurance contract does not enter into force and the insurance coverage is not valid if the insurance premium has not been received on the Broker's bank account by the Payment Term.
3. If an insured event occurs, failure to pay the insurance premium by the Payment Term or late payment may be the basis for refusing to pay the insurance indemnity pursuant to the insurance contract.
4. For the insurance contract to enter into force and to ensure the validity of the insurance coverage, the Client is obligated to comply with all the conditions for the entry into force and validity of the insurance coverage specified in the insurance contract. If the insurance contract stipulates safety or risk mitigation requirements (e.g. *vehicle security and safety equipment, operational and activated alarm systems, etc.*) or an inspection of the property, the insurance coverage enters into force upon fulfilment of these requirements.
5. If the Policyholder does not pay the first insurance premium by the Payment Term, the insurer has the right to withdraw from the insurance contract and is deemed to have withdrawn within 14 days after the Payment Term. After that, the insurance contract will no longer be valid upon payment of the insurance premium and the Policyholder must submit an

insurance application for concluding a new insurance contract. The paid insurance premium can be transferred to a new policy or returned on the basis of an application.

6. If the Policyholder does not pay the instalment by the Payment Term, the insurer may set an additional term of up to 14 days for the Policyholder through a Broker and notify that if the instalment is not paid by that term, the insurer will consider the insurance contract cancelled. If the Policyholder does not pay the instalment even within 30 days of the additional term, the insurance contract will not be remedied, and the Policyholder must submit an application for the conclusion of a new insurance contract. There is no insurance coverage until the next payment is made. The paid insurance premium is calculated first to cover the previous unpaid instalment and then to cover the next unpaid instalments as per the terms of the instalments.
7. The Broker shall forward the policies, payment notices, reminders, notices of additional term being granted, and notices of cancellation to the Client via the portal or by email, by which they shall be deemed to have been delivered to the Client's account.

6. General information regarding motor insurance contracts

1. The insurance cover of compulsory motor insurance does not cover events that occur in a vehicle, including an aircraft or a watercraft, and in a place that is closed and set aside for competition, training, or other similar events, on a closed aerodrome closed for regular traffic, on a road or other area normally used for normal traffic that is closed to regular traffic, and if the vehicle which caused the damage is used for forestry, agricultural, or construction work or for other similar purposes and the damage is caused directly in the course of the work. By way of exception, the protection applies to damage caused on a passenger ferry engaged in regular services moored in a port during the embarkation and disembarkation of a vehicle.
2. If the motor insurance contract has not been renewed, then no later than 12 months after the expiry of the last insurance contract, the vehicle must be reinsured even if it is not used. Only (temporary) deletion from the register exempts from concluding an insurance contract. If the vehicle is not reinsured, automatic compulsory insurance is applied to the vehicle. The obligation to insure the vehicle lies with the owner and the authorised user.

3. The insurance coverage is valid without additional payment in all contracting states. Insurance coverage is valid in a third country if that country is indicated on the policy or on a green card; the insurer may request an additional premium for insurance coverage in a third country.
4. Compensation for damage may be demanded from the insurer that provided insurance for the vehicle that caused the damage or the insurer that provided insurance for the damaged vehicle (within 30 days of the occurrence of the event). The injured party's insurer will not indemnify damage, personal injury, or death, or if the damaged vehicle or the vehicle that caused the damage is usually located abroad; it may also refuse to indemnify if the indemnity exceeds 10,000 euros, the circumstances of the insured event are unclear, or the insurers disagree on who is liable for the damage.
5. The insurer is obligated to perform the actions necessary for indemnification within 30 days, after which the insurer must indemnify the loss.
6. The injured party has the right to choose the repair company. The injured party must submit a repair calculation to the insurer. The insurer has the right to limit themselves to only reimbursing reasonable expenses. At the request of the injured party, the insurer shall issue a letter of guarantee to the repair company regarding the performance of the repair and payment of the repair cost. The insurer must assist the person in arranging the repair. Financial compensation can only be paid if the restoration of the vehicle is not justified. The insurer has the right to consider the fact that the person has the right to deduct VAT from their taxable turnover. If a person claims compensation with VAT, the insurer shall reimburse with VAT, but they will have a right of recourse against the person to the extent of the amount of VAT.
7. Not indemnified: part of the damage exceeding the sum insured, damage caused by a stone or other object on the road crashing into the vehicle or other thing, money, securities, works of art and objects of precious metal (excl. damage to personal effects), damage caused to the owner of the vehicle that was being driven, self-inflicted damage (excl. driver's medical expenses), environmental damage (excl. primary rescue operations), loss of income (excl. personal injury), impairment loss, loss not involving damage to the vehicle as a major source of danger (excl. damage caused by the door of a vehicle to another vehicle), further deterioration of economic

opportunities (excl. benefit for incapacity for work in case of permanent incapacity for work), damage not being prevented by adhering to traffic rules (e.g. performance of leasing or other contract).

8. In the event of damage caused by an unidentified vehicle, the insurer will indemnify only personal and property damage, not vehicle damage.

7. Responsibilities and confirmations of the Client

1. The Client is obligated to notify the Broker within 3 working days if
 1. the details of the offer or policy are incorrect or incomprehensible or the desired insurance coverage is missing;
 2. if they do not wish to enter into an insurance contract on the basis of the Broker's recommendation, but prefers another insurance offer;
 3. if, after reading the insurance terms and conditions, they need additional explanations regarding restrictions, exclusions, indemnification, or other terms and conditions, they have not understood the terms and conditions, do not agree with the terms and conditions, or the insurance cover does not meet their insurable interest;
 4. the data on the use of the insured object (e.g. the volume of use) has increased, due to which the data on the use specified in the insurance contract has turned out to be incorrect.
2. When paying the first insurance premium of the insurance contract, the Client confirms that
 1. the Broker has determined their insurable interest and the insurance offer recommended by the Broker or another insurance offer selected by them corresponds to their interest;
 2. when purchasing an insurance service policy developed by a broker, their insurable interest corresponds to this service and they do not want additional covers;
 3. their main insurance interest is a more favourable insurance premium, unless they have emphasised another different interest;
 4. if they are not the owner of the insured object, they have the authority to insure it under the conditions of their choice;

5. they have read, agreed, understood, and, if necessary, negotiated the Brokerage Contract and terms and conditions;
6. they wish to enter into an insurance contract selected from a comparative offer or recommended by the Broker and provide the Broker the authorisation specified in clause 4.6 of the terms and conditions, which is valid until revoked;
7. the Broker has explained to them the terms and conditions of insurance, various insurance options, insurance premiums and costs, restrictions, exclusions, additional covers (if they have requested them), indemnification principles, brokerage fee, and complaint procedure, and they have understood them in detail;
8. they have understood that the insurance coverage does not apply if the insurance premium is not paid by the due date.
9. they are aware of the consequences of non-payment of the insurance premium, late payment, and the termination of the insurance contract and its non-renewal, and bear all losses arising in connection therewith.

8. Personal data

1. Cachet Broker processes personal data in accordance with the terms and conditions for processing personal data at Cachet Insurance Broker OÜ, available on the Portal (<https://Cachet.me/>).