



NORTHERN1
INTERNATIONAL
INSURANCE BROKERS

INSURANCE DISTRIBUTION POLICY

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1. GENERAL PROVISIONS

1.1. This insurance distribution policy stipulates the principles and requirements for the distribution of insurance contracts of Northern1 international insurance brokers OÜ.

1.2. The purpose of this policy is to ensure the fulfillment of the insurance broker's obligations arising from the Insurance Activities Act, other valid legislation and the instructions of the Estonian Financial Supervision and Resolution Authority.

1.3. This procedure has been established on the basis of § 186 subsection 2 paragraph 8 of the Insurance Activities Act.

2. DEFINITIONS

2.1. *Insurance broker* - Northern1 international insurance brokers OÜ (hereinafter referred to as insurance broker or company) is an independent insurance brokerage company acting in the distribution of insurance products and which is included in the list of insurance brokers of the Estonian Financial Supervision and Resolution Authority (www.fi.ee).

2.2. *Employee of an insurance broker* – a natural person in a contractual relationship with an insurance broker who acts as a representative of the insurance broker in the distribution of insurance.

2.3. *Client* – a natural or legal person (policyholder) who applies to an insurance broker with the desire to use the insurance broker's insurance distribution services.

2.4. *Distribution of insurance* - consulting related to insurance contracts and recommending, preparing, concluding insurance contracts, and assisting in their administration and execution. Insurance distribution also includes providing information about one or more insurance contracts according to criteria that the customer selects through a website, application, or other such environments, ranking insurance services, comparing prices and services, and providing information about price discounts if the customer can directly or indirectly enter into such a process via the insurance contract website, application or other such environments.

2.5. *The main activity* of an insurance broker is the intermediary activity of an insurance broker.

2.6. *Insurance application* – application submitted by the client to the insurance broker to receive insurance offers or to use the insurance broker's insurance distribution service. The client's insurance application may be submitted orally, in writing, or in another way on a permanent data carrier.

2.7. *Insurable interest* - the customer's interest in insuring himself against a specific insurance risk.

2.8. *Insurance offer* - a comparative overview of insurance offers presented by the insurance broker to the client, which is prepared based on the client's insurance interest and requirements and contains the insurance broker's recommendation of the best offer.

2.9. *Insurance broker's best offer recommendation* - a recommendation by an insurance broker to the client to conclude an insurance contract that best meets the client's insurance interest and need.

2.10. *Client's consent* - the client's statement of intent, submitted in writing or in another way on a permanent data medium, to enter into a brokerage and insurance contract, including the selection of an insurance contract, and to review the information sheet and other information provided to him.

2.11. *Counseling* - counseling of the client in connection with the marketing of insurance, which consists in explaining the differences in the insurance conditions of the comparative offer, insurance protections, additional risks, limitations, and exclusions, as well as compensation principles and insurance premiums, dispute resolution options and other issues concerning the insurance contract.



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3. MANDATORY PRE-CONTRACTUAL INFORMATION

3.1. Within a reasonable period of time before concluding the brokerage contract, the employee of the insurance broker provides the client with at least the following information:

- 3.1.1. the insurance broker's address, registry code, and other contact information;
- 3.1.2. the insurance broker acts based on the client's interests, offering insurance contracts based on an independent analysis;
- 3.1.3. the insurance broker is included in the list of insurance intermediaries by the Estonian Financial Supervisory and Resolution Authority, which can be checked on the website of the www.fi.ee;
- 3.1.4. the basis for calculating the brokerage fee;
- 3.1.5. whether the insurance broker is paid by the client or by the insurer on behalf of the client;
- 3.1.6. business name and contact details of the insurer under the valid liability insurance contract of the insurance broker;
- 3.1.7. the procedure for filing a complaint about the insurance broker's activities, including the address of the competent authority supervising the insurance broker's activities;
- 3.1.8. information regarding the conclusion of the brokerage agreement, content, term, payment methods, withdrawal, cancellation, etc.

3.2. Within a reasonable period of time before concluding the insurance contract and, if necessary, before changing the insurance contract, the employee of the insurance broker provides the client with at least the following information:

- 3.2.1. the conditions of the insurance contract to be concluded by the customer, including the amounts of insurance premiums and limitations and exclusions related to the contract;
- 3.2.2. compensation principles in the event of an insured event, with a reference to where a claim can be submitted based on the insurance contract;
- 3.2.3. the types and amounts of fees to be paid together with insurance premiums and other fees affecting the amounts to be paid out by the insurer; the amount of the brokerage fee (including the amount of the brokerage fee received from the insurer separately for each distributed insurance contract);
- 3.2.4. the business name and contact details of the person to whom the insurance broker has transferred the activities specified in § 174 subsection 1 of the Insurance Activities Act;
- 3.2.5. The information set in § 428 of the Law Obligation Act and provided by the insurer to the natural person wishing to conclude an insurance contract which the insurer has forwarded to the insurance broker;
- 3.2.6. the general nature and source of the conflict of interest in a conflict of interest situation;
- 3.2.7. an overview of out-of-court settlement units to which the client can turn to resolve a dispute concerning an insurance contract (the Consumer Disputes Commission operating at the Consumer Protection Board, the insurance conciliation body operating at EKSL, and the traffic insurance conciliation body operating at LKF).

3.3. Submission of mandatory pre-contractual information specified in points 3.1 and 3.2 of the policy is not mandatory according to § 192 subsection 3 of the Insurance Activity Act and § 427 subsections 2 and 3 of the Law of Obligations Act, but is recommended if:

- 3.3.1. An employee of an insurance broker distributes insurance contracts in the following types of insurance:
 - insurance contracts for railway rolling stock, aircraft, and ships;
 - cargo insurance contracts;
 - liability insurance contracts for owners of aircraft and watercraft;
 - reinsurance contracts;
 - credit and guarantee insurance contracts, if risks arising from economic or professional activities are insured;
- 3.3.2. it is a land vehicle, fire, and force of nature or financial loss insurance, or civil liability insurance contract and the customer meets at least two of the following conditions:
 - his balance sheet volume exceeds the amount corresponding to 6,200,000 euros;
 - his net turnover exceeds the amount corresponding to 12,800,000 euros;



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3.4. If the insurance broker does not conclude the contract for the purpose of his professional activity, the provision of mandatory pre-contractual information is also necessary in the cases specified in point 3.3 of the procedure.

3.5. The mandatory pre-contractual information given in clauses 3.1 and 3.2 of the policy is provided to the customer free of charge on paper or in clauses 3.6. – 3.8. when fulfilling the stated conditions on another permanent data medium (for example by e-mail) or via a website that does not meet the requirements of a permanent data medium. The information is presented in a clearly worded and concise manner in Estonian or in another language upon agreement.

3.6. The information may be provided on another permanent data carrier, if its use is appropriate considering the business activity between the client and the insurance broker, and the client has informed that he wants the information to be presented on another permanent data carrier.

3.7. Information may be provided via a website that does not meet the requirements of a permanent data carrier, if the information is personally addressed to the customer or if all of the following conditions are met: the provision of information is appropriate considering the business activities between the customer and the insurance broker, the customer has given consent to receive information via the website and has been informed of the website address together with with a reference to the location of the information, and the information is accessible through the website until the expiration date of the claims arising from the insurance contract or the term terminating the right to claim.

3.8. In points 3.6. and 3.7. the specified conditions are also fulfilled if the customer has provided the insurance broker with his e-mail address for the provision of the service or has confirmed his regular access to the Internet in another way.

3.9. The employee of the insurance broker who deals with the client's insurance application and forwards insurance offers to the client is responsible for providing mandatory pre-contractual information. If necessary, the employee of the insurance broker must prove the provision of mandatory pre-contractual information.

4. BROKERAGE FEE

4.1. The insurance broker ensures that:

4.1.1. before concluding the brokerage contract, the bases for calculating the brokerage fee are disclosed to the client in accordance with points 3.1.4 and 3.1.5 of the policy and it is explained whether the insurance broker is paid by the client or by the insurer on behalf of the client;

4.1.2. before concluding the insurance contract and, if necessary, before changing the insurance contract, the amount of the brokerage fee is disclosed to the customer in accordance with point 3.2.3 of the procedure (including the amount of the brokerage fee received from the insurer separately for each marketed insurance contract).

4.2. The insurance broker ensures that the amount of the broker's fee is disclosed to the client and the basis of the calculation is explained in an understandable and detailed manner for the client and can be easily found in the documents presented to the client.

4.3. The amount of the brokerage fee is published separately for each submitted insurance offer and each distributed insurance contract in a way that ensures the comparability of the brokerage fee amounts.

4.4. The insurance broker is not allowed to enter into agreements:

4.4.1. the purpose of which is to distort the amount of brokerage fee disclosed to the client;

4.4.2. according to which his brokerage fee would depend on something other than the insurance distribution service provided to a specific client.

4.5. The insurance broker assesses the compliance of any other agreements on the payment of brokerage fees with the duty of loyalty and the prohibition to act as an insurance agent.



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5. REQUIREMENTS FOR DETERMINING THE INSURABLE INTEREST

5.1. After receiving an insurance application to insure a specific item from the customer, the insurance broker's employee is required to find out the following information within a reasonable time to submit insurance offers:

5.1.1. the client's insurance need and insurance interest, for which the insurance broker's employee specifies from the client:

- details of the insured item or the insured person (residence or location, contact details, age, etc.);
- important circumstances (circumstances that insurance companies usually consider important when concluding an insurance contract, including the owner of the item, insurance value, encumbrances, age, price, important parts, condition, previous insurance cases, etc.);
- risk circumstances related to the insured item (risks that can affect the item and cause an insured event, including fire, water, natural forces, etc.);

5.1.2. the client's requirements for the insurance contract, for which the employee of the insurance broker specifies from the client which:

- scope of insurance coverage,
- additional protections,
- insurance period,
- deductible,
- the indicative rate and payment method of the insurance premium,
- other conditions are considered important by the client in the insurance contract concluded by the policyholder;

5.1.3. the client's most important requirements for the insurance contract, on the basis of which he submits an employee of the insurance broker gives him a better offer recommendation;

5.1.4. additional interests of the client (special risks, offers of specific insurance companies, etc.).

5.2. When identifying additional interests, the employee of the insurance broker informs the client that additional interests (e.g., replacement car or additional protection for replacement housing) are usually insured based on the conditions of additional risks and an additional payment is usually required for this.

5.3. When determining the interest in insurance, the employee of the insurance broker introduces the customer to the specifics of the insurance conditions (including limitations and exclusions that are important for the customer in terms of a specific type of insurance).

5.4. When determining the insurance interest, the employee of the insurance broker assumes that the client does not come into contact with insurance activities on a daily basis, therefore he may not know how to explain his insurance interest, and asks the client additional clarifying questions.

5.5. The employee of the insurance broker stores the answers received from the client regarding the insurance interest on a permanent data carrier (e.g. insurance application, insurance offer, or other documents). The customer is presented with the data and asked to confirm the data provided on a permanent data carrier or by

6. PRESENTING INSURANCE OFFERS

6.1. After determining the client's interest in insurance, the employee of the insurance broker requests insurance offers from the insurers based on the client's interest in insurance, the requirements of the insurance contract, the insured item, and the policyholder's data, and forwards the comparative insurance offers to the client along with the non-life insurance information documents.

6.2. The employee of the insurance broker must provide the client with comparative insurance offers from at least three insurance companies, except in cases where this is not possible due to the client's instructions, the lack of offers, and the specific nature of the insurance risk or other similar reasons. Submission of less than three insurance offers must be justified to the customer.



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6.3. The employee of the insurance broker selects the insurance offers based on independent analysis and ensures that they best meet the client's insurance interest.

6.4. The employee of the insurance broker submits insurance offers to the client based on points 3.5. – 3.8. of the stipulated conditions, considering that when submitting insurance offers through a website that does not meet the requirements of a permanent data carrier, the non-life insurance information document must be submitted to the customer on a permanent data carrier in any case.

7. BEST OFFER RECOMMENDATION

7.1. An employee of an insurance broker provides a recommendation for the best offer along with comparative insurance offers.

7.2. The recommendation of the best offer is based on the client's insurance interest and the demands made on the insurance contract, and must be clearly justified to the client.

7.3. In the event that the client has not given different instructions to the employee of the insurance broker, the selection of the best offer must not be based on any individual component of the insurance contract (e.g. the amount of the insurance premium or deductible), if as a whole it is not the best offer, taking into account the client's insurance interests and requirements.

7.4. The employee of the insurance broker presents the best offer recommendation to the client based on points 3.5. – 3.8. of the stipulated conditions.

8. ADVISING THE CLIENT AND JUSTIFYING ADVICE AND RECOMMENDATIONS

8.1. The insurance broker's employee also advises the client on other issues related to the insurance contract during the entire insurance period (including payment of insurance premiums, behavior in the event of an insured event and compensation for damage, an extension of the insurance contract, amendment of the insurance contract and early termination).

8.2. The customer can ask the employee of the insurance broker additional questions about the information and information provided to him.

8.3. The employee of the insurance broker provides advice and recommendations to the client with a thoroughness that corresponds to the type and expertise of the client and the complexity of the insurance contract being marketed.

9. CUSTOMER CONSENT

9.1. Together with the transfer of insurance offers, the employee of the insurance broker informs the client that he must choose an insurance offered within the deadline specified in the insurance offer, because the validity of insurers' offers is not guaranteed after the corresponding deadline.

9.2. The employee of the insurance broker asks the client to provide consent regarding the selection of the insurance offered by e-mail, in another way on a permanent data carrier, or by paying the first insurance premium.

9.3. The employee of the insurance broker informs the client that if the client does not state his selection preference, but wants an insurance contract, the insurance offer recommended by the employee of the insurance broker is deemed to be chosen by the client. In this case, the customer confirms his acceptance of the insurance contract to be concluded and the offer based on it by paying the first insurance premium.



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10. CONCLUSION OF AN INSURANCE CONTRACT

10.1. After receiving the customer's consent on the choice of insurance offer or paying the first insurance premium, the employee of the insurance broker organizes the formalization and signing of the insurance contract chosen by the customer and forwards the insurance policy to the policyholder.

10.2. In the case prescribed by the internal documents of the insurance broker or at the request of the insurance company, the employee of the insurance broker organizes the completion of the questionnaires necessary for concluding the insurance contract.

11. DOCUMENT STORAGE AND PRESERVATION

11.1. The employee of the insurance broker records and stores all the documents of the customer contract together with the documents of the customer's insurance contract in the customer file created for the customer.

11.2. The documents of the customer contract include pre-contractual information provided to the customer, insurance offers, the customer's insurance interest and demands, the best offer recommendations, the customer's consent and the documents reflecting the selection of insurance offers, as well as correspondence, statements, notices and other documents related to the distribution of the insurance contract between the customer and the company's employee.

11.3. The employee of the insurance broker saves the customer file on a permanent data carrier on his computer and is responsible for the preservation of the documents.

11.4. At the end of the employment contract, the employee of the insurance broker hands over all client files together with client documents to the manager of the insurance broker or to a person designated by him.

11.5. At the request of the entitled person, the employee of the insurance broker is obliged to submit the customer file within a reasonable time.

12. PROCESSING OF PERSONAL DATA

12.1. The insurance broker starts processing the client's personal data after receiving an insurance application or consent to data processing. The client's consent to the processing of personal data may also be included in the general terms and conditions of the insurance broker's brokerage agreement.

12.2. The client's insurance application may be submitted:

12.2.1. in writing or in a form enabling written reproduction, including in the e-environment of the internet or on another permanent data carrier;

12.2.2. orally or by phone. The client confirms the submission of an insurance application submitted verbally by phone or in another way by a subsequent confirmation on a permanent data carrier or by paying the first insurance premium.

12.3. The insurance broker uses the information received from the client about his data for the purposes specified in point 12.4 of the procedure, to verify the client's insurance application and to serve him better.

12.4. If the client has submitted an insurance application, the insurance broker may collect and process the client's data (including collection, storage, storage, use, disclosure, etc.) without the client's separate consent, if it is necessary to assess the insurance risk or to carry out other operations for the preparation, conclusion, execution, and execution of the insurance contract.

12.5. If the customer has submitted an application to conclude an insurance contract, it is considered that the customer has thereby given the insurance broker the right to use his data to send him other insurance offers and to transmit his data to insurance companies, other insurance intermediaries and the insurance broker's cooperation partners if this is necessary for making insurance offers and advising the customer on insurance.



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12.6. In order to process the client's sensitive personal data, the client must give separate consent to the insurance broker.

12.7. The insurance broker ensures the security and confidentiality of customer data and adopts organizational, physical, and information technology measures to protect customer data. The insurance broker processes the customer's personal data to the smallest possible extent, which is necessary to fulfill the goals stipulated in the brokerage agreement.

12.8. The insurance broker retains personal data as long as it is necessary to fulfill the purposes of processing customer data or fulfill its obligations arising from legislation, including taking into account the expiration date of claims arising from the insurance and brokerage contract.

12.9. The client has the right to receive information from the insurance broker about personal data collected about him and data processing unless the law provides otherwise. For this purpose, the client submits a corresponding request to the insurance broker.

12.10. The customer is obliged to immediately notify the insurance broker of all changes in his data, compared to the previously submitted data. The insurance broker regularly checks whether the customer data is complete and correct.

12.11. The customer has the right to request corrections to his data if his data has changed or is incorrect.

12.12. In the cases provided by law, the customer has the right to demand the termination of the processing of his data and the deletion of the data if this is necessary for the protection of his rights.

12.13. The customer has the right to contact the insurance broker, the Data Protection Inspectorate, or the court in case of violation of the requirements for personal data processing.

13. RESOLVING CUSTOMER COMPLAINTS

13.1. The insurance broker informs clients that if they have claims or objections to the activities of the insurance broker, they have the right to file a complaint with the insurance broker.

13.2. The insurance broker resolves disputes in accordance with the procedure for resolving customer complaints of the insurance broker, which is published on the insurance broker's website.

14. FINAL PROVISIONS

14.1. This procedure is mandatory for the management and employees of the insurance broker to follow.

14.2. In matters not specified in this procedure, the insurance broker and the employees of the insurance broker are guided by the valid legislation, the instructions of the Estonian Financial Supervision and Resolution Authority and the notices of the Estonian Financial Supervision and Resolution Authority sent to insurance brokers.

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