

Pre-Contract Information of Carriers and Freight Forwarder's Liability



Provided data

The insurance contract is concluded based on the information provided by the policyholder and/or an equalized person. The policyholder and/or the equalized person confirms that the information they have provided is accurate and that they have an insurable interest in entering into the insurance contract.

Terms and Conditions

The contract consists of the application, the policy, and the terms and conditions of the carrier's and freight forwarder's liability insurance (hereinafter referred to as the Conditions) in effect at the time of concluding the agreement with AS Elama Insurance. The insurance covers the policyholder's liability only for the transport operations carried out with the vehicles specified in the policy. Without a specific agreement noted on the policy, the policyholder's liability is not insured for damages caused to the owner of the truck, trailer, container, or the policyholder's own employees, nor for the policyholder's liability to third parties due to force majeure. By paying the first installment of the insurance premium, the policyholder confirms agreement with this contract and the standard terms and conditions that are part of the agreement.

Exclusions

The insurer has stipulated in clause 3 of the Conditions the circumstances that exclude liability and the situations in which the insurer has no obligation to compensate for damages. The insurer's release from the obligation to fulfill the contract is outlined in clause 4 of the terms. Additionally, the circumstances that exclude the carrier's and freight forwarder's liability insurance are also set forth in the law.

Contract validity

The insurance contract takes effect, and the insurance coverage begins on the start date of the insurance period indicated in the insurance policy and ends on the end date of the insurance period specified in the policy, but not earlier than upon payment of the insurance premium or, in the case of installments, the first installment. No retroactive insurance coverage is provided. If the insurance premium is not paid by the agreed deadlines, the insurer has the right to terminate the contract in accordance with the procedure established by law.

Termination of the Contract

The termination of the insurance contract is carried out in accordance with the standard terms and conditions and the Law of Obligations Act. If you wish to amend or terminate the contract prematurely, please notify us in writing at least 1 month in advance.

Behaviour in the Event of an Insured Event

In the event of an insured event, all possible measures must be taken to prevent further damage, save the goods, and minimize the loss, as well as to enable a claim for recourse against the responsible party. You must notify the insurer as soon as possible via email at kahjud@elama.ee, on the Elama website elama.ee, or by phone at +372 6 410 036. Additionally, photos must be taken immediately (before unloading the goods) of the goods, the packaging, the securing of the goods, their placement in the cargo space, and any damage to the goods. These photos must be sent to the insurer. Failure to comply with these requirements may result in the insurer reducing the insurance compensation or refusing to pay compensation.

Dispute Resolution

Disputes shall be resolved through negotiations. This agreement is governed by Estonian law. All disputes will be resolved by mutual agreement and in accordance with the legislation of the Republic of Estonia. If no agreement can be reached, the policyholder may turn to a conciliation body (www.lkf.ee/lepitusavaldus) or, if a consumer policyholder, may approach the Consumer Disputes Committee (www.komisjon.ee) or the court.

Insurance Supervision

The activities of the insurer are supervised by the Financial Supervisory Authority located at Sakala 4, 15030 Tallinn. The Financial Supervisory Authority does not resolve contractual disputes between the insurer and the policyholder/insured person.

Processing of Personal Data

The insurer's data processing principles are detailed in the document "Elama Kindlustus AS Personal Data Processing Conditions," available on the insurer's website www.elama.ee. The insurer has the right to process the data of the policyholder and the insured persons for risk assessment, preparation, conclusion, and execution of the insurance contract.