

Terms and conditions of Motor Own Damage

Valid from 01/11/2024



These insurance terms and conditions specify the scope and terms and conditions of the insurance cover specified in the Motor Own Damage insurance contract concluded between the insurer and the policy-holder. The persons considered equal to the policy-holder are the beneficiary, the legal possessor of the vehicle, and a person to whom the legal possessor of the vehicle has voluntarily transferred the right to drive, as well as the family members of the above persons and of the policy-holder.

In matters not regulated by the insurance contract the parties shall be governed by the Law of Obligations Act and other legislation.

1. Insured object

- 1.1. The insured object shall be the land vehicle, specified in the policy, in its initial sale state of completeness and with accessories installed after the initial sale within the sum insured specified in the policy.
 - 1.1.1. Additional equipment includes permanently installed entertainment, multimedia, navigation, communication, and household devices, additional lights, elements that change the appearance and/or aerodynamics of the vehicle, alloy wheels, additional bumpers, taxi equipment, and a safety seat or cradle installed in the vehicle, a roof box attached to the vehicle, a roof rack, a bicycle holder, films, and stickers.
 - 1.1.2. By mutual agreement, the insured object may also include a trailer attached to the vehicle, luggage, a second set of tyres and rims, the life and health of passengers, and a pet.
 - 1.1.3. Insured object and/or its accessories do not include permanent and/or protective wax, drive assistance systems, and the electronic control unit of the vehicle, which has not been installed by the manufacturer, unless a special agreement is specified in the policy.
 - 1.1.4. For passenger cars, vans, and motorcycles, short-term rental (up to 6 months), use as a motorhome, taxi, ride-sharing service, courier, driving school, emergency vehicle or security company patrol vehicle is not considered to be a regular-use vehicle.
 - 1.1.5. A lorry and trailer are not considered to be regular-use vehicles if they are a tipper, refrigerator, timber transport or tanker truck, a forklift, a crane or a vehicle adapted for transporting dangerous goods.
 - 1.1.6. In the case of a bus, a vehicle intended for city line, suburban line, international transport or charter transport is not considered to be in regular use.

2. Insurance cover

- 2.1. An **insured event** is a sudden event, as a result of which the insured object is damaged, destroyed or lost due to the events agreed upon in the policy and in which case indemnification for the damage is not excluded under clause 3. Damages arising from different times and/or events shall be considered separate insured events.
- 2.2. **Total risk insurance** means the sudden and unforeseen damage, destruction, and loss of the insured object, except for the cases excluded in clause 3.
- 2.3. **Traffic accident** means the damage or destruction of an insured object in a traffic insurance incident, when the collision occurred with another vehicle, pedestrian, cyclist or light vehicle.
- 2.4. **Other accident** means the damage or destruction of the insured object as a result of external mechanical force (including any traffic accident, collision with an animal).
- 2.5. **Collision with an animal** means the damage or destruction of an insured object in a collision or in

avoiding it with an animal or bird. In the event of a collision, one shall act in accordance with the provisions of clause 11.2.4 for evidence, and in the event of avoiding a collision, the insured event shall be proven with a video recording.

- 2.6. **Natural disaster** means the damage or destruction of an insured object due to wind, storm, flood, hail, and lightning strike.
- 2.7. **Fire** means the damage or destruction of an insured object due to burning, smoke, soot, explosion, and the consequences of their extinguishing and/or rescue operations.
- 2.8. **Vandalism** means intentional damage to the insured object by a third party.
- 2.9. **Theft** means loss or damage of the insured object or its parts as a result of theft, stealing (unauthorised use of the insured object), robbery or as a result of their attempt.
- 2.10. **Technical failure** means the damage to or destruction of a vehicle in categories L, M1, M1G, N1, and N1G due to the sudden and unforeseen failure of the engine, engine cooling system, engine control electronics, power transmission, power transmission cooling system, power transmission control electronics or brake and steering system under the following conditions:
 - 2.10.1. no more than 10 years have passed from the first registration of the vehicle by the moment of the insured event;
 - 2.10.2. the mileage of the vehicle at the moment of technical failure does not exceed 160,000 km;
 - 2.10.3. all scheduled maintenance work has been carried out on the vehicle at the times and in the manner prescribed by the manufacturer;
 - 2.10.4. the technical condition and smooth operation of vehicles first registered outside the Republic of Estonia have been confirmed in a format that can be reproduced in writing by the representative of the car make in Estonia or by a company approved by the insurer immediately before the conclusion of the insurance contract;
 - 2.10.5. the vehicle has not been used during the insurance period for short-term rental (rental up to 6 months), taxi, ride-sharing service, courier, driving instruction, alarm or security company patrol vehicle;
 - 2.10.6. the vehicle has not previously been declared destroyed.
- 2.11. With **roadside assistance**, initial assistance is provided to L, M1, M1G, N1, and N1G vehicle categories if as a result of a sudden event the use of the vehicle or continuation of the journey is not possible under the following conditions:
 - 2.11.1. if relocation is necessary, the vehicle shall be transported to the nearest storage and/or repair location, except within Estonia, where the vehicle shall be transported to the location specified by the policy-holder;
 - 2.11.2. roadside assistance is provided in the territory specified in the policy and only if it is ordered at the number specified in the insurer's policy;
 - 2.11.3. passengers in the vehicle (including the driver) shall be transported within the borders of Estonia, Latvia, and Lithuania either to their destination or home, if necessary.
- 2.12. The **replacement car** service provides a replacement car for vehicles in categories L, M1, M1G, N1, and N1G if the use of the insured object is not permitted or objectively possible in road traffic under the conditions specified in clauses 2.2–2.10 as a result of insurance events under the following conditions:
 - 2.12.1. during one insurance period, a replacement car can be used for up to 60 days;

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- 2.12.2. a replacement car shall be provided only if the expected repair of the vehicle takes more than one working day;
- 2.12.3. in case of complete destruction of the insured object, a replacement car is granted until the insurer makes the indemnification decision;
- 2.12.4. a replacement car is not granted in case of theft, stealing or robbery of the insured object and in cases where the damage is below the amount of the deductible;
- 2.12.5. a replacement car is delivered within a reasonable time by the partner determined by the insurer, at the specified place and time;
- 2.12.6. the policy-holder has the obligation to conclude an agreement on using the replacement car with the deliverer of the replacement car;
- 2.12.7. at the request of the insurer or a partner designated by the insurer, the replacement car shall be returned within 24 hours;
- 2.12.8. the replacement car does not have to be equivalent to the insured object.
- 2.13. According to the **new value**, the first-hand selling price of the vehicle shall be indemnified based on the acquisition document under the following conditions:
- 2.13.1. at the time of the insurance event, the vehicle's mileage does not exceed 40,000 km;
- 2.13.2. the vehicle has had only one owner; in case of leasing, only one lessee;
- 2.13.3. the vehicle has not been used during the insurance period for short-term rental (rental up to 6 months), taxi, ride-sharing service, courier, driving instruction, alarm or security company patrol vehicle.
- 2.14. Based on the **lease value**, the residual value of the vehicle leasing contract immediately before the insured event is indemnified in the event of total destruction of the insured object (including vehicle theft or robbery) except in cases where the damage is not indemnified under new value insurance (clause 2.13) or the market value of the vehicle immediately before the insured event was higher than the residual value of the lease under the following conditions:
- 2.14.1. no more than five years have passed since the first registration of the vehicle;
- 2.14.2. the residual lease value of the vehicle does not exceed EUR 100,000;
- 2.14.3. the owner and the lessor of the vehicle is a bank registered in the Republic of Estonia or its branch or a leasing company belonging to that bank or its branch;
- 2.14.4. the vehicle has not been used during the insurance period for short-term rental (rental up to 6 months), taxi, ride-sharing service, courier, driving instruction, alarm or security company patrol vehicle;
- 2.14.5. the residual value of the leasing contract is the scheduled value of the payment of the leasing contract for the insured object immediately before the insured event, excluding any other financial obligations (e.g. arrears of leasing payments, interest, contractual penalty, contract-related costs and charges) to the lessor arising from the leasing contract.
- 2.15. **Lease payment insurance** shall indemnify up to 6 months' lease payments for the insured object, but not more than EUR 5,000, under the following conditions:
- 2.15.1. the lessee, who is the legal possessor of the vehicle, is an outpatient or has been hospitalised as a result of the insured event and has been incapacitated for work for more than 14 days, whereas the insurance indemnity is limited to the actual period of incapacity for work;
- 2.15.2. the insured event (including traffic accident) has been recorded pursuant to the procedure prescribed by law and personal injury has been determined by the ambulance called to the scene;
- 2.15.3. the insurer shall not indemnify other costs included in the lease payment (e.g. fuel card, insurance, etc.) or claims (e.g. interest on arrears, contract fees, etc.) against the lessee. In case of complete destruction of the insured object, the obligation to indemnify shall last until a respective indemnification decision is made.
- 2.16. In the event of total loss of the insured object, the **car replacement cost** shall be indemnified in addition to the market value of the insured object immediately before the insured event, at the rate specified in the policy. If the market value of the vehicle immediately before the insured event, including the car replacement cost, is greater than the cost of a new equivalent vehicle, then the indemnification amount is the cost of acquiring a new vehicle.
- 2.17. As part of the **trailer insurance**, damage caused to light trailers of categories O1 and O2 as a result of the insured events referred to in clauses 2.2–2.9 of the conditions shall be indemnified under the following conditions:
- 2.17.1. the trailer was attached to the insured object at the time of the insured event;
- 2.17.2. The attached trailer corresponded to the requirements and restrictions established by the manufacturer of the towing vehicle and was in good technical order;
- 2.17.3. damage to the trailer is indemnified to the owner indicated in the registration certificate of the trailer;
- 2.17.4. damage to the luggage in the trailer is only indemnified if the extra luggage cover was selected upon the conclusion of the insurance contract.
- 2.18. Under the **luggage insurance**, the damage or destruction of personal belongings of the driver and passengers in the vehicle as a result of the insured events mentioned in clauses 2.2–2.9 shall be indemnified under the following conditions:
- 2.18.1. when leaving the vehicle, the luggage is stored out of sight and in the locked luggage compartment and/or place designed for that purpose (e.g. glove compartment, ski box);
- 2.18.2. luggage shall not include money, securities, valuables, jewellery, documents (including photos, plans, drawings), electronic data media, photo equipment, audio and video equipment, computers, mobile phones and equipment, and tools;
- 2.18.3. luggage in the trailer is only indemnified in case of the existence of trailer cover, except for the damage caused due to theft or robbery of luggage stored in the trailer.
- 2.19. The **passenger accident** insurance covers the permanent disability or death of up to seven passengers in the vehicle, directly resulting from injuries sustained in an insured event, under the following conditions:
- 2.19.1. reduction in work capacity has lasted for at least 6 consecutive months;
- 2.19.2. the extent of the reduction in work capacity caused by the accident is determined by the insurer's expert doctor based on medical documents after 6 months have passed since the insured event;
- 2.19.3. the indemnification amount is determined based on incapacity for work or disability, and is paid as a percentage of the sum insured (i.e. percentage of reduced work capacity x sum insured = indemnity); in the event of death, the entire sum insured is paid out;
- 2.19.4. in case of death, a medical certificate on the cause of death and succession certificate have been presented to the insurer for receiving the insurance indemnity;

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- 2.19.5. the indemnity is also paid if the traffic accident was not caused by the person driving the insured vehicle and the damage to the vehicle is indemnified by the insurer of the responsible person.
- 2.20. Under the **key insurance cover**, the cost of making a new set of keys to the insured object up to the limit stated on the policy if the keys (including the control panel, electronic key) are broken or have left the possession of the policy-holder. According to the need, the insurer shall indemnify the costs of replacing and/or re-coding new locks.
- 2.21. **Replacement tyre insurance** shall indemnify a second set of tyres and wheels up to the indemnity limit shown on the policy if they were stolen from a locked storage place.
- 2.22. Under the cover for **travel interruption**, the reasonable transport and/or accommodation expenses of up to seven passengers in the vehicle as a result of the insured events referred to in clauses 2.2–2.10 and 2.20 shall be indemnified to continue the journey, under the following conditions:
- 2.22.1. transport costs to home or destination if the insured vehicle is not allowed to participate in road traffic due to an insured event;
- 2.22.2. accommodation costs at the nearest accommodation if returning home or going to the travel destination on the same day is not possible and the travel destination is more than 100 km away;
- 2.22.3. previously indicated expenses shall only be reimbursed for travel and accommodation outside of Estonia, Latvia, and Lithuania.
- 2.23. Under the **rental car insurance** cover, claims for damages made by the rental undertaking against the policy-holder as a result of the insured events referred to in clauses 2.2–2.9 of the terms and conditions shall be indemnified under the following conditions:
- 2.23.1. during the rental period, the vehicle marked and insured as an object has not been involved in road traffic;
- 2.23.2. the rental car insurance is valid in the territory specified in the policy, except for Estonia, Latvia, and Lithuania;
- 2.23.3. the rental vehicle is a vehicle of category M1, M1G, N1, and N1G;
- 2.23.4. the rented vehicle is not used for any purpose other than the use specified in the insurance contract for the insured object;
- 2.23.5. the insurer does not reimburse other costs included in the claim submitted by the rental company (e.g. additional equipment, insurance) or claims against the policy-holder (e.g. penalties, contract fees, fines).
- 2.24. **Pet insurance** covers the damage caused by the injury or death of up to two pets in the insured vehicle, which is directly caused by the insured event under the following conditions:
- 2.24.1. a pet travels in the vehicle in the designated manner and place;
- 2.24.2. a pet or a device intended for their transport (including a cage) is secured with the designated safety equipment.
- 2.25. As part of the cover of **repair at a dealership**, the vehicle is repaired at a manufacturer's authorised dealership in Estonia.
- the use of land vehicles by the land owner (including on a terrain, coastal area, in the water, in a swampy area, on an ice road not open for traffic or on ice, etc.);
- 3.3. damage that has occurred outside the insurance territory or insurance period specified in the policy;
- 3.4. damage caused by the movement of insufficiently fixed or unfixed cargo (including luggage, sports equipment, and other personal items);
- 3.5. damage caused by animals or birds in the vehicle;
- 3.6. damage caused due to participation in competitions or training;
- 3.7. damage caused by overload to the devices of the vehicle during its operation or improper operation;
- 3.8. fuel spilled out of or stolen from the vehicle;
- 3.9. damage caused by water entering the engine or fuel system due to driving the vehicle in deep water;
- 3.10. damage caused by improper modification (including tuning), wear and tear, breakdown (including repair under warranty), corrosion, rust, freezing, humidity (including loss of tightness), inadequate or improper maintenance, inadequate repair work and/or handling of the vehicle or its parts;
- 3.11. damage caused due to the stealing of a vehicle or its parts and/or luggage at the time when no suitable anti-theft devices had been installed in the vehicle or if these were not activated before the theft or stealing or were not in working order, or the key to the vehicle (including remote control or electronic key) was inside the vehicle;
- 3.12. damage if the roadworthiness of the vehicle does not correspond to the requirements of the insurance contract and/or legislation;
- 3.13. damage caused due to an insufficient level of oil, coolant, brake and/or clutch fluid or wrong or substandard fuel;
- 3.14. damage related to a technical failure in the vehicle's engine fuel system (including turbocharger, supercharger, intercooler, high-pressure pump, and battery), exhaust and emission control system (including catalytic converter), air conditioning system (including air conditioner), indicator, suspension, wheel bearing, brake disc, pad or caliper;
- 3.15. expenses required to detect a technical failure, except in case of the technical failure insurance cover;
- 3.16. damage only to the tyres or shock absorbers (except for damage caused by vandalism) if this did not result in other indemnifiable damage to the chassis (including wheel);
- 3.17. damage only to the headlight lens(es) (including cracks and/or chemical reactions), unless this was caused by the insured event, specified in clauses 2.2–2.9 of the terms and conditions;
- 3.18. damage caused by the vehicle leaving the policy-holder's possession as a result of fraud or extortion;
- 3.19. damage caused by theft or robbery of parts removed or dismantled from the vehicle by or with the knowledge of the policy-holder;
- 3.20. damage if the person driving the vehicle did not have the right to drive or was under the influence of alcohol, drugs or a psychotropic substance at the time of the traffic accident;
- 3.21. damage if the person who drove the vehicle refused to submit to an intoxication test immediately after the damage occurred or if they consumed the substances provided in clause 3.20 after the damage occurred;
- 3.22. damage caused to the trailer referred to in clause 2.17 before coupling to the vehicle and/or after uncoupling;

3. Exclusions

The following shall not be subject to indemnification under the insurance contract:

- 3.1. damage caused by an event that is not an insured event;
- 3.2. damage caused by use of the vehicle outside the road network, i.e. outside a facility open for the use of land vehicles or on another area prescribed for

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- 3.23. damage caused as a result of theft, stealing or robbery of the trailer specified in clause 2.17, including luggage stored in the trailer;
- 3.24. damage that has become known to the vehicle's owner only after returning the possession of the vehicle to the owner and the exact circumstances of which are not known to the insurer;
- 3.25. damage caused by the vehicle's involvement in loading and/or lifting operations;
- 3.26. damage if the person who concluded the insurance contract or who is entitled to receive insurance indemnity is subject to international financial sanctions;
- 3.27. any damage caused due to war, civil war, invasion, terrorism, cyber-attack, riot, revolution, coup d'état, strike, confiscation, seizure or lockout;
- 3.28. damage caused by nuclear energy.

4. Release of the insurer from the obligation to perform the insurance contract

The insurer shall be partially or fully exempt from the obligation to perform the insurance contract if:

- 4.1. the policy-holder has intentionally or due to gross negligence violated at least one of the obligations stipulated in the insurance contract (clause 11.1) and this has an impact on the incurrence of damage or its amount or on the establishment of the extent of damage;
- 4.2. the policy-holder has violated the obligation to give notification of the changed material risk circumstances;
- 4.3. the policy-holder has deliberately submitted incorrect data on the circumstances or extent of damage;
- 4.4. damage if the person who was driving the vehicle left the place where the insured event occurred without having done so in accordance with clause 11.2;
- 4.5. the damage occurred by the policy-holder intentionally;
- 4.6. damage if, at the time of the insured event, the person driving the vehicle was in a state of sickness or fatigue, or was engaged in an extraneous activity while driving, which prevented them from accurately perceiving traffic conditions and from obeying traffic law without distraction;
- 4.7. the seat belts of the passengers (including driver) were not properly fastened and this has an objective connection to the occurrence of damage (e.g. passenger accident);
- 4.8. the policy-holder contributed with the vehicle to the commission or attempted commission of a criminal offence;
- 4.9. the policy-holder has failed to pay the insurance premium (in cases provided for in sections 457–458 of the Law of Obligations Act).

5. Covered territory

The covered territory shall be indicated in the policy and the insurer shall only have the indemnification obligation in the case of an event that occurred in the covered territory.

6. Sum insured and indemnity limit

- 6.1. The sum insured of the vehicle is the market price of the vehicle in Estonia immediately before the insured event or the amount set out in the policy.
- 6.2. The sum insured of the vehicle shall not decrease by the insurance indemnities paid out.
- 6.3. The indemnity limit is an amount agreed in the policy, being the limit for all payable insurance indemnities.

- 6.4. The indemnity limit for leasing payment insurance is EUR 5,000 per insurance period.
- 6.5. The indemnity limit for trailer insurance is EUR 2,000 per insured event.
- 6.6. The indemnity limit for luggage insurance is EUR 2,000 per insured event.
- 6.7. The indemnity limit for a passenger accident is EUR 10,000 per person.
- 6.8. The indemnity limit for travel interruption is EUR 1,500 per insured event.
- 6.9. The indemnity limit for rental car insurance is EUR 20,000 per insured event.
- 6.10. The indemnity limit for pet insurance cover is EUR 2,000 per insurance period.

7. Deductible

- 7.1. The deductible is the part agreed to in the insurance contract and indicated in the policy, which is not indemnified by the insurer. The deductible may be a percentage of the amount of damage, a fixed amount or period of time.
- 7.2. The deductible is reduced by 50% if there have been no insured events during the insurer's two consecutive annual periods of insurance.
- 7.3. In case more than two insured events occur in a single insurance period, twice the usual deductible shall be applied.
- 7.4. If the deductible in case of theft in the policy is a percentage, the size of the deductible shall be the respective percentage of the amount of loss, but not less than the basic deductible stated in the policy.
- 7.5. Losses resulting from different events are considered as separate insured events and a separate deductible is applied for each insured event.
- 7.6. The deductible for glass damage shall be stated on the policy. In the event that the glass of the vehicle is repaired, there is no deductible, except in the case of a sunroof and a glass roof, where the basic deductible always applies in the event of their damage.
- 7.7. The deductible for damage caused by a collision with an animal or bird shall be shown on the policy. Damage caused by the avoidance of a collision with an animal or bird is covered by the basic deductible.
- 7.8. Roadside assistance, replacement car, key insurance, and passenger accident insurance do not have a separate deductible.

8. Indemnification methods

- 8.1. The indemnification methods are indemnification of the cost of restoring the damaged vehicle or financial indemnification.
- 8.2. The method of indemnification shall be decided by the insurer.
- 8.3. The restoration costs of the damaged vehicle shall be indemnified on the basis of documents certifying these costs.
- 8.4. If the policy-holder does not wish to repair the vehicle at the repair shop recommended by the insurer and there is also relevant consent of the owner of the vehicle for this, they shall be entitled to demand monetary indemnity within the extent of damage that the insurer finds justified.
- 8.5. The insurer shall not be responsible for the method of restoration or the quality of the work by the person restoring the vehicle, unless restoration is performed by the partner determined by the insurer.

9. Indemnification procedure

- 9.1. Conditions for indemnification of restoration costs:

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- 9.1.1. the vehicle's restoration costs are indemnified if restoration of the vehicle is economically and technically justified.
- 9.1.2. If the policy-holder is applying for a monetary indemnity, but fails to submit expense receipts confirming the restoration of the vehicle, the amount of damage is deemed to be 55% of the costs of restoration accepted by the insurer.
- 9.1.3. Upon restoration of the vehicle the details and spare parts corresponding to the age and technical condition of the vehicle shall be used.
- 9.2. A total loss is considered to be a situation where the cost of repairing the insured vehicle is not economically or technically feasible. Repairs are generally not justified if they exceed 70% of the market value of the vehicle.
- 9.3. In the event of total loss of the vehicle (including theft), the insurance indemnity is calculated on the basis of the market price of the vehicle in Estonia immediately before the insured event.
- 9.4. When determining the insurance indemnity, the deductible, collectible unpaid insurance premiums, deductions from the indemnity, and taxes refunded by law (e.g. value added tax (VAT)) shall be taken into account.
- 9.5. The insurer has the right to reduce the payable insurance indemnity until the end of the current insurance period by the unpaid insurance premiums, regardless of whether the date of paying the insurance premium has arrived and to whom the insurance indemnity is paid.
- 9.6. If the vehicle declared destroyed is not handed over to the insurer, the indemnity shall be reduced by the post-accident value of the vehicle.
- 9.7. Additionally, reasonable costs for lifting the vehicle onto the road and transporting it to the nearest storage or repair location due to the insured event shall be indemnified in the amount of up to EUR 1,000. For a truck, bus, and trailer, the costs of lifting and towing are indemnified in the amount of up to EUR 3,000.
- 9.8. The indemnity of accident insurance of passengers shall be paid to the insured person and in case of death, to the successor(s) of the insured person.
- and activate the anti-theft devices (including alarm system and immobiliser) when leaving the vehicle;
- 11.1.6. to keep the vehicle keys and registration documents in such a way that a third party cannot remove them without removing the obstacle. The keys to the vehicle may not be stored inside the vehicle;
- 11.1.7. to immediately change all locks, recode or replace the vehicle's electronic anti-theft devices in the event of the theft, robbery or loss of vehicle keys. Until the replacement of locks, recoding or replacement of anti-theft devices, the policy-holder shall implement additional measures to prevent theft or stealing of the vehicle, for example, shall only leave the vehicle unattended in a locked garage or closed and guarded territory;
- 11.1.8. to follow the legislation regulating the activity of a driver (professional chauffeur) and concerning the working and rest time and the European Agreement Concerning the Work of Crews of Vehicles Engaged in International Road Transport (AETR);
- 11.1.9. to stow and, if necessary, fasten the cargo (including luggage, sports equipment, and other personal items) in a way to ensure that the cargo does not get loose and/or move around during normal traffic (including sudden braking, sudden manoeuvre, etc.).
- 11.1.10. The policy-holder shall, as soon as possible, provide information on a possible increase of the insured risk. Circumstances which notably increase the insured risk are, above all, disposal of the vehicle, deletion of the vehicle from the traffic register, change of use of the vehicle, failure of the vehicle's locking systems, failure of anti-theft devices, loss of keys, loss of registration documents or their parts, etc.;
- 11.1.11. to fulfil any possible further instructions given by the insurer to reduce the insured risk.
- 11.2. In the event of an insured event, the policy-holder is obliged:**
- 11.2.1. to register the accident and report it in accordance with the law;
- 11.2.2. to inform the police / rescue board of the theft, stealing, robbery, vandalism, fire of the vehicle or its parts or of other unlawful event immediately in a format that can be reproduced in writing;
- 11.2.3. to register the event in a way that the insurer preserves the right of recourse against the person who caused the damage if the vehicle has been damaged by a third party (including provision of loading works), pedestrian (including roller skater) or objects or substances have fallen on it or scattered around. If necessary, the police shall be called;
- 11.2.4. to notify the police and the Environmental Board of a collision with an animal or bird;
- 11.2.5. to notify the insurer of the insured event at the earliest opportunity, but no later than within five working days after becoming aware of the insured event and follow the further instructions of the insurer.
- 11.3. The policy-holder shall present the damaged vehicle or its remains to the insurer for examination of the state after the insured event. The policy-holder may not commence restoration or utilisation of the vehicle without the consent of the insurer.
- 11.4. The policy-holder is obliged to provide the information and evidence in the policy-holder's possession concerning the circumstances of the damage as soon as possible. In the case of a vehicle equipped with a tachograph, an extract from the tachograph shall be provided at the request of the insurer.
- 11.5. In case of theft, stealing or robbery of the vehicle, the policy-holder shall immediately present all the keys and registration documents of the vehicle (in case of

10. Refunding of insurance indemnity

- 10.1. If, after the damage has been indemnified, circumstances have arisen which preclude indemnification or if the damage has been indemnified by a third party (e.g. a motor third party liability insurance insurer), the policy-holder and/or the insured person are obliged to return the insurance indemnity to the insurer as soon as possible.

11. Obligations of the policy-holder

11.1. The policy-holder has the obligation:

- 11.1.1. to operate the vehicle in accordance with the instructions and/or restrictions set out by the manufacturer, in the traffic regulations, and in the Road Traffic Act;
- 11.1.2. to explain the obligations arising from an insurance contract to a person into whose possession or use they give their vehicle;
- 11.1.3. to notify, before the conclusion of an insurance contract or during the validity of the insurance contract, if the policy-holder has been / is being entered in the sanctions list;
- 11.1.4. to allow the representative of the insurer to examine the condition and documents of the vehicle;
- 11.1.5. to close the vehicle's doors, hatches, in case of a convertible car, close the cover and lock the vehicle

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robbery all the keys and documents in their possession) to the insurer.

- 11.6. The policy-holder shall immediately notify a third party regarding the indemnification of damage.
- 11.7. If the policy-holder regains possession of the stolen or robbed vehicle, the insurer shall be notified immediately. If the ownership of the vehicle has been transferred to the insurer, the possession of the vehicle shall be immediately handed over to the insurer.

12. Rights and obligations of the insurer

12.1. The insurer has the obligation to:

- 12.1.1. examine the claim for damage and the related documents submitted by the policy-holder;
- 12.1.2. examine the damaged vehicle or arrange its inspection as soon as possible; however, no later than within five working days as of receiving the notice of claim;
- 12.1.3. make a decision on the indemnification of or refusal to indemnify the damage within ten working days as of the receipt of the information necessary for ascertaining the circumstances and extent of the insured event;
- 12.1.4. inform the policy-holder as soon as possible if it is necessary to submit additional materials or evidence to ascertain the damage and/or its extent.
- 12.2. The insurer has a right to set additional requirements to reduce the insured risk. Additional requirements shall become a part of the insurance contract if the policy-holder does not submit an application to withdraw from the insurance contract within 10 days as of the receipt of the requirements;
- 12.3. The insurer has the right to examine the insured object during the insurance period and if the insured risk has increased, demand that the policy-holder implement further security measures and/or increase the insurance premium.
- 12.4. If the insured risk has increased, the insurer has the right to demand that the policy-holder pay the difference between the insurance premium stated in the policy and the insurance premium to be paid according to the actual insured risk.
- 12.5. In the event that the insurance contract is concluded for a period longer than one year, the insurer reserves the right to modify the terms and conditions and/or the premium, but not for the first annual insurance period of the insurance contract.

13. Processing of complaints and resolution of disputes

- 13.1. Disputes arising from the insurance contract shall be attempted to be resolved through negotiations. If disagreements persist, the policy-holder / insured person has the right to:
 - 13.1.1. contact the insurance conciliation body of the Estonian Insurance Association (more information: www.lkf.ee/lepitusavaldus);
 - 13.1.2. contact the Consumer Disputes Committee of the Consumer Protection and Technical Regulatory Authority in the case of a client who is a consumer (more information: www.komisjon.ee);
 - 13.1.3. apply to the Estonian court under the conditions and in accordance with the procedure laid down by law.
- 13.2. If the client is not satisfied with the insurer's actions, they have the right to file a complaint. To do this, the complaint shall be sent to the email address info@elama.ee. Client's expression of dissatisfaction presented in a format that can be reproduced in writing is registered as a complaint. The complaint shall be resolved within 15 days for a consumer and within 30 days for a legal entity.

14. Form of notices

- 14.1. All notices between the parties to the insurance contract that are necessary for the performance of the contract shall be forwarded in a format that can be reproduced in writing.

15. Data processing and protection

- 15.1. The insurer processes personal data in accordance with the provisions of the law.
- 15.2. The principles of data processing by the insurer are found in the document 'Personal data processing conditions of AS Elama Kindlustus' and can be found on the insurer's website at www.elama.ee/tingimused.
- 15.3. The insurer has the right to process the data of the policy-holder and the insured person for risk assessment, preparation, conclusion, and execution of the insurance contract.
- 15.4. The insurer has the right to forward client's data to third parties whom they use in fulfilling their obligations (data processors).
- 15.5. The policy-holder has the right to obtain information from the insurer on the personal data and their use at any time and demand the correction of incorrect data, and demand the ceasing of the processing of personal data from the insurer, unless otherwise provided by the law.
- 15.6. The insurer retains the personal data for as long as is necessary for fulfilling the objectives of client's data processing or performing the objectives arising from the legislation, also taking into account the term of expiry of claims arising from the contract.

16. Contradictions

- 16.1. In case of contradictions in the insurance contract documents, the following documents shall be taken as guidance when interpreting them, based on their importance, whereas each preceding document is superior to the next document: policy – these terms and conditions.

17. Expiry of claims

- 17.1. The term for expiry of claims arising from the insurance contract shall be three years. The term for expiry shall start as of the end of the calendar year when the claim becomes collectable.

18. Termination of the contract, cancellation of the contract, withdrawal from the contract

- 18.1. The insurance contract shall expire:
 - 18.1.1. upon the end of the insurance period;
 - 18.1.2. upon the cancellation of the insurance contract;
 - 18.1.3. upon the withdrawal from the insurance contract;
 - 18.1.4. by agreement between the policy-holder and the insurer;
 - 18.1.5. based on other grounds provided by law.
- 18.2. If the policy-holder has not paid the first insurance premium within 14 days after the conclusion of the insurance contract, the insurer may withdraw from the insurance contract until the payment is made. If the paid insurance premium (including instalment) is less than the amount marked as to be paid on the policy, the insurance premium shall be considered unpaid. It is assumed that the insurer has withdrawn from the insurance contract if the insurer does not file a claim for collection of the insurance premium within three months as of the time when the premium becomes collectable.

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- 18.3. It is possible to withdraw from a contract concluded through means of communication within 14 days.
- 18.4. When concluding an insurance contract for more than one year, the policy-holder has the right to withdraw from the insurance contract within 14 days of concluding the insurance contract.
- 18.5. An application shall be submitted for withdrawal. Upon withdrawal from the contract, we shall refund the paid insurance premiums.
- 18.6. In case of provision of immediate insurance cover, the policy-holder does not have the right to withdraw from the contract.
- 18.7. The parties have the right to terminate an indefinite insurance contract ordinarily at the end of the current insurance period by giving at least one month's notice.
- 18.8. If the insurance contract has been cancelled or withdrawn, the parties to the insurance contract shall no longer have any obligations arising from the contract from the end of the insurance contract. The rights and obligations of the parties (including the obligation to pay the insurance premium) are valid until the end of the insurance contract.
- 18.9. If the insured object is destroyed as a result of an insured event or the insurance indemnity has been paid out to the full extent of the sum insured during the insurance period, the insurer has the right to the insurance premium for the current insurance period.