

Pre-Contract Information of Motor Third Party 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. The policyholder is obligated to inform the insurer of any changes in data or risk circumstances as soon as possible.

Terms and Conditions

The insurance provides coverage for liability arising from damages caused during the use of the vehicle specified in the policy, in accordance with the Traffic Insurance Act. The obligation to enter into a traffic insurance contract and its terms are derived from the Traffic Insurance Act, the Law of Obligations Act, and this agreement. The law of the country where the damage incident occurs applies to the incident and any resulting claims for damages. Compensation for damages will be provided according to the extent and procedures specified by the laws of the country where the incident takes place. If additional coverage is selected and noted on the policy, the standard terms "Traffic Insurance Additional Coverage Terms 01.11.2024" will be incorporated into the contract.

Exclusions

The exclusions for traffic insurance are specified in the Traffic Insurance Act.

Contract validity

The insurance contract takes effect, and the insurance coverage begins on the start date of the insurance period specified in the insurance policy and ends on the end date of the insurance period indicated in the policy. If the insurance premium is not paid by the agreed deadlines, the insurer has the right to terminate the contract in accordance with the provisions of the Law of Obligations Act. If the policyholder has not paid the first installment of the insurance premium within 14 days of the agreed date, it is presumed that the insurer has withdrawn from the contract. If the paid insurance premium (including installments) is less than the amount specified in the insurance policy, it is considered that the insurance premium is unpaid.

Termination of the Contract

The termination of the insurance contract during the period occurs by mutual agreement of the parties in accordance with the procedure specified in the Law of Obligations Act and/or Traffic Insurance Act. If the policyholder has chosen an automatically renewing insurance contract, they must notify the insurer of their intention to terminate the contract at least 45 days before the end of the current insurance period. If no notification is provided, the contract will automatically extend for the following period. The insurer may also terminate the contract in the event of a change in the vehicle owner.

Behaviour in the Event of an Insured Event

The instructions for handling an insurance incident are provided in Section 11.2 of the Conditions. The policyholder or an equalized person must notify the insurer of the occurrence of an insured event as soon as possible, but no later than within five working days. The notice of damage can be submitted via the Elama website elama.ee, by phone at +372 6 410 036, or by email at kahjud@elama.ee.

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.