# **Motor Third Party Liability insurance**

# elama

### Insurance service information document

### Elama Kindlustus AS

The information document provides a general overview of motor third party liability insurance. It does not reflect the terms and conditions of the insurance contract based on your insurable interests and demands. The terms and conditions of the contract are included in other documents, such as the offer, the terms and conditions of insurance, and the policy.

### What type of insurance is it?

Mandatory motor third party liability insurance covers the liability of the vehicle owner for damage caused to a third party by the vehicle. In other words, the insurer indemnifies the victim for the damage caused by the vehicle instead of the person responsible. The terms and conditions of the contract are mostly derived from the Motor Insurance Act.

### What is insured?

The following shall be insured:

- liability for the damage caused by a vehicle covered by the policy through an insured event;
- $\checkmark$  cost of treatment in a medical institution for the injured driver.
- The most common insured event is a traffic accident.
- The sum insured per insured event in Estonia in case of property damage EUR 1,300,000 and in case of personal injury EUR 6,450,000



### What is not insured?

- The vehicle on the policy is not insured. To do this, a voluntary vehicle insurance contract shall be concluded.
- The insurer indemnifies the injured party for the damage but submits a claim of recovery to the person who caused the damage if, for example:
  - the damage was caused intentionally;
  - the person who caused the damage was driving while intoxicated.

## Are there any restrictions on insurance cover?

- The insurance cover limitations come from the Motor Insurance Act, for example, no indemnification is provided in the following cases:
  - ! cost of a replacement car rented for the duration of the repair of a car damaged in an accident;
  - ! damage resulting from the loss of money or works of art;
  - self-harm.

I.



### Where am I covered?

In the countries of the European Economic Area, the Swiss Confederation, and the other countries indicated on the green card.



### What are my obligations?

- Your main obligation is to pay the insurance premium.
- The insurer shall be informed of risk circumstances and their changes, such as the main purpose of use of the vehicle.
- It is compulsory to obey traffic rules and behave sensibly on the road.
- The insurer shall be informed immediately of the accident and the insurer's instructions shall be followed.
- The vehicle and other property damaged in a road accident shall be kept in the condition in which it was after the accident until the insurer provides their instructions.
- The insurer shall be notified immediately of any change in the owner or responsible user of the vehicle.



### When and how do I pay?

The amount of the premium and the due date are stated in the policy. Payment is usually made by bank transfer on the basis of an invoice. If the contract is deemed to have been concluded upon payment, the offer shall specify the period within which payment is due.



### When does the insurance cover start and end?

Insurance cover starts and the insurance contract enters into force on the starting date of the insurance period. Insurance coverage ends at the end of the insurance period.

Insurance cover may end before the end of the insurance period specified in the contract. For example, the insurer may terminate the contract if the insurance premium is unpaid. The insurance contract shall automatically terminate if the vehicle is deleted from the traffic register.

An automatically renewing contract shall be renewed for the next period of insurance, unless you indicate otherwise no later than two working days before the end of the period of insurance and enter into a contract with another insurer.



#### How can I terminate the insurance contract?

To terminate the contract, a request shall be submitted to the insurer.

Normally, the contract can only be terminated early by agreement between the policy-holder and the insurer. Exceptionally, the contract can be terminated for good cause. For example, if the vehicle is stolen or the contract under which you used the vehicle ends.