

ERGO

ERGO Motor Hull Insurance terms and conditions

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ERGO Insurance SE (hereinafter ERGO) applies these motor own damage terms and conditions to the insurance contracts the object of insurance of which is a land vehicle that is registered in Estonia.

In providing the insurance, ERGO proceeds from the insurance interests and needs of the policyholder and the insured person. The final decision is made by the policyholder. The agreed insurance cover is specified in the insurance contract.

In any matters not resolved by these terms and conditions, the special and general terms and conditions of insurance contracts, the Law of Obligations Act and other legislation will be taken as a basis.

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1. Insurance contract, insurance policy, insurance period, covered territory

- 1.1. An insurance contract may be concluded for a fixed or non-fixed term, as agreed in the insurance contract.
- 1.2. The conclusion of the insurance contract is certified by an insurance policy issued for each insurance period.
- 1.3. The start and end date of the insurance period are specified in the insurance contract.
- 1.4. The covered territory of Ergo's motor own damage insurance includes European countries, except for Ukraine, Belarus, Russia, Azerbaijan, Georgia, Kazakhstan, Moldova and Turkey.
 - 1.4.1. Upon agreement, the covered territory can be extended to the territory of Ukraine, Belarus and Russia (up to the Ural Mountains).

2. Insured object

- 2.1. The insured object is a land vehicle (hereinafter vehicle) as it was issued by the manufacturer, specified in the insurance contract and subject to registration in Estonia.
 - 2.1.1. The insurance contract specifies the area of application of the vehicle: normal use vehicle, short-term rental vehicle, vehicle for driving practice, taxi, operational vehicle, delivery vehicle.
 - 2.1.2. A vehicle in regular use is not the use of a motor vehicle or delivery vehicle as a short-term rental vehicle, emergency vehicle, a vehicle for driving practice, for providing transport, courier or taxi services or for ride-hailing/ride-sharing (such as Uber, Bolt, Yandex, Wolt, etc.).
- 2.2. In the extent of the sum insured for optional equipment or renovation specified in the insurance contract, the insured object also includes optional equipment installed on the vehicle but not included in the factory, including child safety equipment (carry cot, child seat), roof rack, roof box, bicycle frame, draw bar, additional lights, films, paintjobs, lift, etc. and rebuilding the vehicle into a refrigerator, dump-truck, van or similar special purpose vehicle.
- 2.3. The insured object may also be luggage in the vehicle, wheels and tires stored in the storage area or a trailer coupled to the vehicle, if so agreed in the insurance contract.
- 2.4. The insurance cover involves the insurance value and leasing payment insurance, accidents involving the driver and the costs of legal disputes related to the vehicle, if so agreed in the insurance contract.

3. Insurable value, sum insured

- 3.1. The insurable value is the market value of the vehicle (i.e., the potential selling price of the vehicle) in Estonia immediately prior to the occurrence of the insured event.
- 3.2. The sum insured is the maximum amount paid. Unless otherwise stated in the insurance contract, the sum insured is equal to the insurable value.
- 3.3. If it is necessary to determine the sum insured as a numerical value upon concluding the contract, the amount to be indicated in the contract must be the market value of the vehicle, i.e., the potential selling price of the vehicle in Estonia with the optional equipment and renovations to the vehicle at the time of concluding the contract.
- 3.4. Optional equipment installed on the vehicle but not included in the factory, including child safety equipment (carry cot, child seat), roof rack, roof box, bicycle frame, draw bar, etc. or rebuilding of the vehicle into a refrigerator, dump-truck, van or similar special purpose vehicle is automatically covered in the extent of the optional equipment sum insured stated in the insurance contract, depending on the brand, model, and age of the vehicle. Upon special agreement, the policyholder may increase this amount.
- 3.5. The sums insured for the vehicle's optional equipment, renovation or superstructure, replacement trailer, luggage in the vehicle, legal expenses of the vehicle owner and the driver's accident are specified in the insurance contract per single insured event.

4. Insured event

An insured event is an unexpected and unforeseeable event specified in the insurance contract, upon which the insurer has to perform its obligation under the contract. If the precise time of the insured event cannot be determined, it is deemed to be the day on which the policyholder or a person considered equivalent to the policyholder should have learned about the insured event.

5. Deductible

- 5.1. Excess is a part of damages specified in the insurance contract, which the insurer does not cover.
- 5.2. The deductible applies to each insured event and can be a fixed amount or a percentage of the amount of damage.
- 5.3. An insurance contract can include several instances of excess that are applied either together or separately, depending on the terms and conditions of the insurance contract.
- 5.4. In case of the destruction of the vehicle in a natural disaster, glass repair, ERGO roadside assistance and issue of ERGO's replacement vehicle, a deductible shall not be applied.

6. Insurable risk and important factors affecting it

- 6.1. Insurable risk is a threat against which the vehicle is insured. An increase in insurable risk is understood as being an increase in the probability of the occurrence of an insured event.
- 6.2. Important factors affecting the insurable risk are, in particular, the change, transfer or deletion of the main user of the vehicle in the traffic register, loss of registration documents, change of use, failures of locking systems, preparation of (electronic) duplicate keys, failures of anti-theft devices, change of the integrity of the vehicle, etc.
- 6.3. The insurer shall be immediately notified of an increase in the insurable risk, unless the increase in the insurable risk is caused by commonly known circumstances.

7. Insurance events, insurance covers and the related claims and restrictions

ERGO's motor own damage insurance covers may differ depending on the type of vehicle, its use, age, etc., and the exact list and scope of insurance covers are provided in the insurance contract for the insured vehicle.

7.1. Fire and explosion

- 7.1.1. Compensation is paid for damage caused to a vehicle or its part(s) by a fire, including smoke, soot and extinguishing operations.
- 7.1.2. Compensation is paid for damage caused by an explosion, including an explosion of an explosive device. Explosion is understood as a force with immediate effect that is created upon expansion of gases or vapours.

7.2. Natural disaster

Damage caused by storms, floods, hail and other extraordinary precipitation shall be compensated if the nature of the damage, weather station data or damage to adjacent objects indicate such circumstances.

7.3. Vandalism

Damage caused to the vehicle or its part(s) due to wrongful actions of a third party aimed at damaging or destroying the vehicle or its part(s) will be compensated.

7.4. Mechanical force, including traffic accidents

Compensation will be paid for damage caused to the vehicle or its part(s) as a result of an unexpected and unforeseen external mechanical force, including a traffic accident.

7.5. Craning and towing of a vehicle

In case of an insured event (e.g., driving to a ditch, a traffic accident), the necessary and justified costs of lifting the vehicle on the road and transporting it to the nearest repair or storage location will be compensated.

7.6. Theft and robbery

Damage caused by the theft, robbery or attempted theft, robbery of the vehicle or its part(s) will be compensated if the vehicle included an anti-theft device required by the insurer at the time of the incident (the requirement of the device being switched on does not apply in case of a robbery) and the anti-theft device was required at the time of conclusion of the contract.

7.7. ERGO Autoabi (roadside assistance)

Roadside assistance is reimbursed in the event of unforeseen circumstances, when the continuation of the journey by the passenger car, delivery van or a motorcycle (vehicles with a maximum registered mass of 3500 kg and belonging to categories L3, L4, L5, M1, M1G, N1, N1G) is impeded. The service is valid in the covered territory specified in the insurance contract and only if it is ordered at the ERGO car assistance telephone number stated in the contract.

7.7.1. Autoabi includes:

- 7.7.1.1. phone consultations and registration of traffic accidents, if necessary;
- 7.7.1.2. provision of starting current in the case of an empty battery;
- 7.7.1.3. provision of fuel in the case that the vehicle has run out of fuel, (the fuel necessary to make it to the nearest petrol station is free of charge);
- 7.7.1.4. assistance in changing a tyre in the case of a flat tyre (cost of repairing or replacing the tyre shall be borne by the client);
- 7.7.1.5. lifting a vehicle that has driven off the road, back onto the road;
- 7.7.1.6. pulling out a car that is stuck in a ditch, snow, etc.;
- 7.7.1.7. driving the client to pick up spare keys, if keys to the vehicle are lost;
- 7.7.1.8. In the event of a technical failure or accident in Estonia, towing the vehicle to a repair shop or a place of storage selected by the customer; towing the vehicle outside Estonia to the nearest repair shop or place of storage;
- 7.7.1.9. In the case of an accident that occurred in Estonia, taking the passengers to a single destination within Estonia. If the client's destination is outside Estonia, the passengers shall be taken to the closest point in Estonia, where they can continue their trip;

- 7.7.1.10. in the event of a roadside assistance event occurring outside of Estonia, if the policyholder is unable to use the vehicle due to the roadside assistance event, the driver and one passenger will be compensated for their reasonable and justified accommodation expenses for a period of two days.
- 7.7.2. ERGO can refuse the provision of roadside assistance, if:
 - 7.7.2.1. the event is not unexpected or unforeseen (such as repeatedly providing starting current);
 - 7.7.2.2. at least one of the circumstances specified in clause 11 exist, which prevents payment of the indemnity.

7.8. ERGO replacement vehicle

If the vehicle cannot be used due to an insured event, the insurer shall offer the policyholder of a normal use vehicle within category M1, M1G, N1, N1G a replacement vehicle for up to 60 days during the annual insurance period. The replacement vehicle is provided from the delivery point stated by the insurer on working days and within a reasonable period of time.

Terms and conditions for issuing a replacement vehicle

- 7.8.1. The replacement vehicle does not have to be equivalent to the insured object.
- 7.8.2. The replacement vehicle is provided for the duration of vehicle repairs. If the vehicle is, as the result of an insured event, unfit for use in traffic, the policyholder also has the right to receive a replacement vehicle for the period between registering the insured event and the repairs.
- 7.8.3. A replacement vehicle is not provided if the vehicle's expected repair time is less than 12 hours.
- 7.8.4. In case of destruction, theft, stealing or robbery of the vehicle, a replacement vehicle will be provided until the compensation decision is made.
- 7.8.5. In the case of several insured events that have occurred within a one-year insurance period, the policyholder has the right to receive a replacement vehicle for a total of 60 days. The number of occasions is not limited.
- 7.8.6. ERGO replacement vehicles will not be issued outside Estonia. If the insured event, as a result of which the policyholder has the right to receive a replacement vehicle, takes place outside Estonia and the replacement vehicle needs to be used outside Estonia, the justified and documented rental costs will be compensated based on the terms and conditions of issuing the replacement vehicle and the maximum cost of a rental day stated in the insurance contract.
- 7.8.7. The policyholder is obliged to enter into a contract for the use of a replacement vehicle with the issuer appointed by the insurer and to comply with the terms of this contract.
- 7.8.8. At the request of the insurer or the issuer appointed by the insurer, the replacement vehicle must be returned within 24 hours.
- 7.8.9. If the policyholder waives using the replacement vehicle or rents it from a place not listed by the insurer, the compensation will not be paid and the rental costs are not compensated.

7.9. Glass repair without deductible

- 7.9.1. Compensation without the application of the deductible will be paid for damage to the vehicle's glass caused by external forces, if the glass can be repaired to meet the requirements of the roadworthiness test.

7.9.2. If the policyholder wishes to replace the glass to be repaired, the basic deductible of the contract shall be applied to the replacement of glass, regardless of whether or not a lower deductible for glass replacement has been chosen in the contract.

7.9.3. Glass repair without a deductible is used if the glass of the vehicle was undamaged at the time of concluding the insurance contract.

7.10. **Deductible for glass replacement**

7.10.1. Compensation will be paid for damage to the vehicle's glass caused by external forces, applying the deductible for the replacement of the glass specified in the contract, if the glass must be replaced to meet the requirements of the roadworthiness test of the vehicle.

7.10.2. The deductible for replacing the glass does not cover the sunroof or other parts of the vehicle that are made of glass, clear plastic or other transparent material, including the glass roof and the glass of the box covering of the vehicle.

7.10.3. The deductible for glass replacement applies if the vehicle's windows were undamaged at the time of concluding the insurance contract.

7.10.4. If the deductible protection for glass replacement has not been chosen in the insurance contract, the basic deductible of the insurance contract will be applied to glass replacement.

7.11. **Extra cover for collision with an animal or a bird**

7.11.1. Damage resulting from a collision with an animal or a bird shall be compensated without applying the deductible. The policyholder has an obligation to prove the occurrence of the collision with the animal or the bird and the incident must be registered in accordance with the applicable legislation.

7.11.2. Damage caused to an animal or bird due to the avoidance of collision will be compensated without deductible, provided that a video recording of the incident is available and that the avoidance of a collision with the animal or bird can be established from the footage.

7.12. **Compensation of car replacement costs**

7.12.1. If the restoration of the vehicle is not reasonable due to the insured event, the vehicle is stolen and the conditions of the new value insurance do not apply to the vehicle, the policyholder will be compensated for an additional 5% of the current market value of the vehicle, to cover the vehicle replacement costs.

7.12.2. If the sum of the market value of the vehicle and the compensation for vehicle replacement costs exceeds the cost of acquiring a new equivalent vehicle, the maximum amount of compensation is the cost of acquiring a new vehicle.

7.13. **New value cover**

7.13.1. The purchase price of a vehicle destroyed or stolen as a result of an insured event specified in the contract will be compensated if the following conditions are met:

7.13.1.1. the vehicle has been purchased as new from the official representative of the manufacturing plant located in Estonia; as an exception, a test car of the official representative office of the manufacturer located in Estonia is considered to be new if its initial registration does not exceed 8 months from the time of purchase and the mileage 5000 km at the time of purchase;

7.13.1.2. the vehicle has had only one owner; in the case of leasing, only one lessee;

- 7.13.1.3. no more than 12 months have elapsed since the first registration of the vehicle in the Estonian traffic register by the time of the insured event and the mileage of the vehicle does not exceed 30,000 km;
- 7.13.1.4. the cost of restoring the vehicle exceeds 60% of the purchase price of the vehicle.
- 7.13.2. If the vehicle has new value cover from ERGO, and the contract is renewed for the following period together with the new value cover, the new value cover shall be extended until the vehicle's mileage exceeds 40,000 km, but not for longer than 24 months from the vehicle's first registration.
- 7.13.3. The deductible, insurance premiums that have become collectible and reductions in indemnity under the insurance contract shall be deducted from the new value cover indemnity.

7.14. Insurance of lease value

The residual value of a leasing contract of a vehicle destroyed or stolen as a result of an insured event specified in the contract will be compensated if the following conditions are met:

- 7.14.1. no more than 7 years have passed from the first registration of the vehicle by the moment of the insured event;
- 7.14.2. the vehicle has been in normal use during the insurance period;
- 7.14.3. the owner and the lessor of the vehicle is a bank registered in the Republic of Estonia or a branch thereof or a leasing company belonging to that bank or its branch;
- 7.14.4. the market value of the vehicle at the time of the insured event is less than the residual value of the vehicle's leasing contract. Residual value of the leasing contract means the residual value of the vehicle according to the leasing contract at the time of the insured event, which does not include other possible financial liabilities (lease payment debt, interest, contractual penalty, contract costs and fees, etc.) towards the lessor.

7.15. Insurance of lease payments

- 7.15.1. After the occurrence of the insured event specified in the insurance contract, the vehicle lease payments will be compensated under the following conditions:
 - 7.15.1.1. the lessee of the vehicle is a natural person;
 - 7.15.1.2. the owner and lessor of the vehicle is a bank registered in the Republic of Estonia or a branch thereof or a leasing company belonging to the specified bank or its branch;
 - 7.15.1.3. the vehicle has been in normal use during the insurance period;
 - 7.15.1.4. due to the insured event, the lessee of the insured vehicle is incapacitated for work for more than 7 consecutive days and the incapacity period begins within 1 month from the occurrence of the insured event;
 - 7.15.1.5. the insured event has been recorded pursuant to the procedure prescribed in legislation and personal injury has been determined by the ambulance called to the scene.
- 7.15.2. The insurer has the right to demand an additional medical examination and medical documents certifying the incapacity of the lessee and the cause thereof.
- 7.15.3. The amount of compensation is calculated on the basis of the payment schedule of the vehicle leasing contract specified in the insurance contract as of the time of the insured event.

- 7.15.3.1. Lease payments are compensated for a maximum of 100 days during which the lessee is unable to work due to the insured event. The compensation is not paid for the first 7 days of incapacity for work.
- 7.15.3.2. In the event of the complete destruction of the insured vehicle, the obligation to compensate for the lease payment insurance applies until the compensation decision is made.
- 7.15.3.3. The compensation does not include additional services included in the leasing payment or payments for operations (insurance premium, fee for concluding or amending the contract, lease payment, fuel card, maintenance fee, etc.).

7.16. **Vehicle additional equipment and renovation insurance**

The amount specified in the insurance contract compensates for the damage caused to a passenger vehicle or a delivery van (vehicle categories M1, M1G, N1; N1G) by nonmanufacturer installed optional equipment or renovations (refrigerator, lifting device or other accessories necessary for special use).

7.17. **Wheels and tires in storage**

To the extent of the sum insured for wheels and tires in storage, compensation will be made for damage caused by the theft of one set of off-season wheels or tires belonging to the insured vehicle.

7.18. **Vehicle technical failure insurance**

- 7.18.1. An unexpected and unforeseen failure of the vehicle's engine, engine cooling system, engine control electronics, transmission, transmission cooling system, transmission control electronics, brake and steering system shall be indemnified if all of the following conditions are met:
 - 7.18.1.1. the actual mileage of the vehicle at the time of the insured event does not exceed 140,000 km;
 - 7.18.1.2. no more than 7 years have passed from the first registration of the vehicle by the moment of the insured event;
 - 7.18.1.3. the vehicle has been in normal use during the insurance period;
 - 7.18.1.4. the maintenance and repair work on the vehicle has been carried out in a timely manner, in accordance with the manufacturer's instructions and by a competent maintenance or repair company;
 - 7.18.1.5. if the vehicle is first registered outside the Republic of Estonia, the technical condition and smooth operation of the vehicle has been confirmed by the official representative of the vehicle manufacturer in Estonia or a company accepted by the insurer. The confirmation must be given before the occurrence of the loss event, but not earlier than 30 days before the insurance contract enters into force.
- 7.18.2. If all the conditions of clause 7.18.1 are met, the insurer will compensate for the costs necessary to identify and explain the cause and extent of the technical failure, such as the costs of disassembling the vehicle, diagnostics, preparation of an expert opinion, etc.
- 7.18.3. If it is not an insured event of a technical malfunction, the insurer shall not compensate for the assembly of the vehicle or other expenses necessary after the actions taken to establish the malfunction.
- 7.18.4. The following damage will not be compensated on the basis of the technical failure insurance cover:

- 7.18.4.1. related to a technical failure in the power system of the vehicle's engine (incl. turbo and displacement compressor, intercooler, high pressure pump and battery), exhaust gas purification system (incl. catalyst), climate control (incl. conditioner), indicators, suspension, wheel bearings, brake disc, pads and caliper;
- 7.18.4.2. resulting from a technical failure caused by the modification of the vehicle or part thereof (incl. chip or a similar tuning);
- 7.18.4.3. if a vehicle or official authority has previously declared the vehicle completely destroyed (incl. foreign complete destruction decisions).

7.19. Luggage insurance

The loss, theft and robbery of luggage from a locked luggage compartment, roof box or concealed passenger compartment specified in the insurance contract will be compensated, as well as damage caused to the luggage by unexpected and unforeseen external mechanical force (incl. traffic accident), natural disaster, vandalism or fire.

- 7.19.1. Baggage includes the personal belongings of the policyholder and passengers, such as sports equipment, clothing and similar items.
- 7.19.2. In the case of the theft of luggage, the damage shall be compensated only if the insured items were located in the locked luggage compartment, roof box or in a hidden location in the passenger compartment and the break-in involved removing a barrier (except in case of robbery).
- 7.19.3. Antique and unique objects and objects made from precious metals, collections, manuscripts, money and securities, documents, tools, photos, plans and drawings, personal computers and electronic mediums, mobile phones and audio and video equipment shall not be compensated.
- 7.19.4. The loss of luggage in the trailer shall be compensated only in the case of unexpected and unforeseen external mechanical force, including damage caused by a traffic accident, if the additional cover of both luggage insurance and replacement trailer insurance was chosen.
- 7.19.5. In the event of a loss event involving luggage, the basic deductible of the insurance contract shall be applied. If, in the same case, the vehicle suffered damage, for the compensation of which a deductible is applied, then no separate deductible is applied to the damage to luggage.

7.20. Replacement trailer cover insurance

Compensation will take place for damage caused by the insured events specified in the contract in which the trailer coupled to the insured vehicle is damaged, if the following conditions are met:

- 7.20.1. at the time of the insured event, the trailer was attached to the vehicle. Prior to being attached to a vehicle and after being released from the vehicle, the trailer is not an insured object, except in the case when the trailer has separated from the vehicle as a result of an insured event;
- 7.20.2. the technical condition and equipment of the trailer comply with the requirements established by law;
- 7.20.3. the trailer complies with the requirements and restrictions laid down by the manufacturer of the towing vehicle;
- 7.20.4. damage to the luggage in the trailer is only compensated if the extra luggage cover was selected in the insurance contract. In such a case, the compensation will be based on clause 7.19;

7.20.5. in the event of a loss event with a replacement trailer, the basic deductible of the policy is applied. If both the vehicle towing the trailer and the trailer have been damaged in the same event, no separate deductible will be applied to the damage to the trailer.

7.21. **Damage during loading**

Compensation will be paid for damage due to harm to or destruction of the vehicle during loading or unloading of cargo or load.

7.22. **Extended covered territory**

In addition to the traditional covered territory specified in the contract (Europe except Ukraine, Belarus, Russia, Azerbaijan, Georgia, Kazakhstan, Moldova and Turkey), it is possible to extend the covered territory to Ukraine, Belarus and Russia (up to the Ural Mountains).

7.23. **Accident insurance of a driver**

7.23.1. Driver's accident insurance is an additional protection under which ERGO pays the agreed compensation in the event of permanent disability or death of the driver as a result of an insured event.

7.23.2. The sum insured in the case of death and permanent disability is stated in the insurance contract.

7.23.3. Establishing permanent disability indemnity

7.23.3.1. The existence and amount of permanent disability caused by a traffic accident is determined by an ERGO expert one year after the insured event, based on the driver's state of health at the time of determining the disability. If the injury is permanent and there is no hope for recovery, the permanent disability and its extent may be established before one year has passed.

7.23.3.2. Permanent disability is established on the basis of medical records and indemnity is paid as a percentage from the sum insured.

7.23.3.3. The percentage of permanent disability is established according to the table of trauma benefit and permanent disability benefit of ERGO accident insurance, valid at the beginning of the insurance period and is stated on the web page of ERGO at www.ergo.ee. If the damage to a body part or a sensory organ, caused by an insured event, cannot be determined based on the said indemnity table, the decision on the indemnity is made based on the gravity level of the permanent disability.

7.23.3.4. Only the gravity and nature and not the profession, hobbies, lifestyle, etc. of the insured person are taken into account in establishing the permanent disability. The gravity of the disability determined by the state, loss of capacity of work or loss of income are not taken into account in establishing the disability.

7.23.4. Permanent disability indemnity is not paid:

7.23.4.1. in the case of damage to teeth or prosthetics;

7.23.4.2. if the permanent disability appears later than within one year after the traffic accident. If the state of the insured person's health deteriorates after the permanent disability is established, additional permanent disability indemnity will not be paid to them;

7.23.4.3. if the insured dies as a result of the traffic accident within one year as of the day of the traffic accident.

7.23.5. Payment of death indemnity

- 7.23.5.1. The indemnity is paid if the driver dies as a result of a traffic accident within three years from the date of the traffic accident.
- 7.23.5.2. The indemnity is paid to the heirs of the insured, who have received the estate, pursuant to their share in the estate.
- 7.23.5.3. Death indemnity is reduced by the permanent disability indemnity paid before due to the same traffic accident. If the previously paid indemnity is bigger than the death indemnity, the paid indemnity shall not be recovered.
- 7.23.6. After the occurrence of an insured event, the driver must:
 - 7.23.6.1. turn to a licensed physician at the first opportunity, follow the physician's instructions and do everything they can to prevent aggravation of the injuries caused by the insured event;
 - 7.23.6.2. notify the insurer as soon as possible of the occurrence of an insured event in writing, doing so either in person or via other persons, presenting the details about the event and estimated time of treatment in the application, and follow further instructions of the representative of the insurer;
 - 7.23.6.3. upon the request of the insurer and during the term specified by the same, undergo a medical check-up by the doctors indicated by the Insurer; ensure the provision of necessary information, explanations and documents to the insurer, authorising the insurer to apply for these or present them in person upon the request of the insurer.
- 7.24. Legal assistance insurance for vehicle owners
 - 7.24.1. In case of disputes and legal issues related to the insured vehicle, consultations and instructions on how to act are available via the ERGO legal aid helpline, the number of which is stated in the insurance contract.
 - 7.24.2. The limit specified in the insurance contract covers legal aid costs that may arise in the event of legal disputes related to the insured vehicle. The dispute must arise from a contract under the law of obligations, a duty in rem or a non-contractual dispute related to the insured vehicle.
 - 7.24.3. The insurance cover does not extend to disputes between ERGO and the client regarding the insurance terms and conditions.
 - 7.24.4. In the case of an insured event, the terms and conditions of ERGO's legal expense insurance apply to the vehicle owner, which were valid at the beginning of the insurance period and are available on ERGO's website www.ergo.ee.

8. Obligations of the policyholder

- 8.1. The policyholder has the obligation:
 - 8.1.1. upon the conclusion of the insurance contract, to notify the insurer of any circumstances known to them that, due to their nature, would have an impact on the insurer's decision to conclude an insurance contract or to do so on the agreed additional conditions;
 - 8.1.2. to maintain and use the vehicle carefully and safely, make his/her best efforts to avoid an insured event and reduce any possible damage; not to increase the insurable risk and not to allow persons for whom the policyholder is liable to increase the insurable risk;

- 8.1.3. to explain the obligations arising from an insurance contract to a person, into whose possession or use the vehicle is given;
 - 8.1.4. to immediately notify the insurer of the occurrence of multiple insurance and an increase in the insurance risk (e.g., change of the use of the vehicle, change of keeping conditions, change of anti-theft devices);
 - 8.1.5. to immediately inform the insurer of the transfer of the vehicle;
 - 8.1.6. to enable the representative of the insurer to examine the condition of the vehicle and the documents associated with insuring the vehicle;
 - 8.1.7. when leaving the vehicle, to lock the vehicle, close the windows and hatches (install a roof on open-top vehicles); take the vehicle registration documents with them and turn on the anti-theft devices if required at the time of concluding the contract;
 - 8.1.8. keep the vehicle keys and registration documents out of easy reach of a third party or third parties. Mechanical or electronic vehicle keys, electronic anti-theft device controls and vehicle registration documents may not be kept in the vehicle.
- 8.2. Upon an insured event, the policyholder has the obligation to:
- 8.2.1. immediately take measures to save the vehicle and avoid any increase in damage and to reduce any possible damage;
 - 8.2.2. report the incident to the police or the Rescue Board, or both, if necessary; report a traffic accident, theft, robbery and vandalism at the police and a fire both in police and the Rescue Board in accordance with the applicable legislation;
 - 8.2.3. report the incident to the police without leaving the scene and to act in accordance with the instructions received from the police if the incident cannot be considered to be an incident as referred to in clause 8.2.2 of these terms and conditions;
 - 8.2.4. inform the insurer of the insured event in writing, by doing so at the first possibility, either personally or through a representative, by submitting data on the event, the expected amount of damage, witnesses, parties and the offender, and subsequently follow the instructions given by the representative of the insurer.
- 8.3. The policyholder must submit the damaged vehicle or its remnants to the insurer for inspection in the condition it was in after the insured event and before the repair, as well as submit the remnants of the damaged parts and accessories. The policyholder may not commence any restoration or utilization of the vehicle without the prior consent of the insurer. The policyholder must submit to the insurer all documents regarding the causes and extent of the damage.
- 8.4. If the insured event has occurred outside the Republic of Estonia, the policyholder must hand over the destroyed or damaged vehicle to the insurer in the territory of the Republic of Estonia. The justified costs of bringing the remains of the vehicle to Estonia must first be approved by the insurer; the respective justified costs will be reimbursed to the extent agreed with the insurer.
- 8.5. In the event of the theft of a vehicle, all parts of the vehicle registration certificate and all key sets (including electronic keys and remote controls for anti-theft systems, if anti-theft devices were required at the time of insurance) must be submitted to the insurer together with a compensation claim. In case of robbery, all keys and documents remaining in the possession of the policyholder must be submitted.
- 8.6. The obligation to supply proof of an insured event rests with the policyholder. The policyholder must provide the insurer with the information that the insurer needs to determine its obligations (incl. data on the GPS device, car camera, etc. installed in the vehicle).
- 8.7. If a stolen vehicle is found, the policyholder must notify the insurer thereof in writing within two working days.

- 8.8. If it turns out that the loss event is not an insured event or if the insurer is freed from its obligation, the policyholder must pay the insurer the cost of using the replacement vehicle based on the fee specified in the replacement vehicle rental contract.
- 8.9. Professional drivers have to follow the terms and conditions of the European Agreement Concerning the Work of Crews of Vehicles Engaged in International Road Transport (AETR) and legislation regulating the driver's working time and rest period, also submit to the insurer tachograph data within two working days after the insured event, in case a tachograph is prescribed for the driver.

9. Rights and obligations of the insurer

- 9.1. The insurer has the obligation:
 - 9.1.1. to introduce the documents of the insurance contract to the policyholder before entering into the insurance contract;
 - 9.1.2. to immediately commence the handling of the insurance event after receiving a statement from the policyholder and determine the amount of damage to be compensated;
 - 9.1.3. to inspect the damaged vehicle within five working days as of receiving the claim from the policyholder;
 - 9.1.4. to immediately make a decision on compensation for damage or the refusal thereof, but not later than within ten working days as of the receipt of all requested documents and determination of the amount of damage and circumstances if its creation; upon the theft or robbing of the vehicle, not before two months from the date of notification to the insurer. If criminal proceedings have been commenced, the insurer has the right to postpone the making of a decision until charges are brought against the offender or upon receiving a decision on termination or suspension of the criminal proceedings. If the insurer refuses to compensate for the damage or reduces the indemnity, it must notify the policyholder in writing within five working days after the making of the decision, by specifying the reason and basis for refusal or reducing the indemnity.
- 9.2. The insurer has a right to examine the insured object during the insurance period and if the insured risk has increased, demand that the policyholder implement further security measures and/or increase the insurance premium. The insurer will submit the requirement for additional security measures to the policyholder in writing. If the policyholder does not agree to additional security measures, the insurer has the right to cancel the insurance contract pursuant to the procedure and within the deadlines specified in the Law of Obligations Act.

10. Compensation procedure

- 10.1. The forms of compensation are financial compensation, restoration or replacement of damaged vehicle parts or reimbursement of the costs of replacing a vehicle.

- 10.2. Direct proprietary damage and other expenses that are set out in the insurance contract and are substantiated shall be compensated. In case of reimbursement of vehicle restoration costs, the insurer has the right to determine the place where the vehicle is restored or to arrange and order the restoration of the vehicle. In case of reimbursement of vehicle replacement costs, the insurer has the right to determine the place from which the replacement vehicle is procured. If the policyholder or the beneficiary does not agree with the above, the insurer must indemnify the damage to the extent that would have been if this clause had been complied with.
- 10.3. In the case of a vehicle covered by a comprehensive warranty, compensation is based on the vehicle's restoration at a manufacturer's dealership or a workshop accepted by the dealership.
 - 10.3.1. The manufacturer's paint and body warranties after the end of the comprehensive warranty period and the additional warranties given by the car dealer or a manufacturer's dealership will not be considered comprehensive warranties if their content is not identical to the manufacturer's comprehensive warranty.
- 10.4. A vehicle that was first registered more than five years ago and does not have a valid comprehensive warranty may be taken to the manufacturer's factory for refurbishment if the vehicle has been maintained in a regular and timely manner at the manufacturer's dealership.
- 10.5. In case of the robbing or theft of the vehicle or if the restoration of the vehicle is not economically justified, the insurable value of the vehicle (as it was at the time of the insured event) shall be paid out, of which the policyholder's deductible, reductions in insurance indemnity and the unpaid insurance premiums for the time until the end of the insurance period are deducted.
- 10.6. If the restoration of the vehicle is economically feasible, the justified restoration costs will be reimbursed, less the deductible and the reductions of the insurance indemnity agreed in the insurance contract.
- 10.7. Upon restoration of the vehicle, the details and spare parts corresponding to the age and technical condition of the vehicle will be used. If it is not possible or expedient to procure parts with the corresponding degree of wear, the price of new parts will be reimbursed together with the installation costs. The insurer has the right to determine where to buy the required part (in the case of vehicles with a valid factory warranty, in accordance with the manufacturer's requirements).
 - 10.7.1. If in the course of the insured event only the vehicle tire or tires were damaged and no tires with the corresponding degree of wear are available, the damage will be indemnified in cash, taking into account the depreciation of the damaged tire.
- 10.8. The insurer will indemnify the costs of restoration and replacement of the engine, transmission, chassis and related systems and mechanisms up to the maximum cost of the original parts and in the complete set provided by the vehicle manufacturer, regardless of which engine, transmission, chassis and related systems and mechanisms were installed on the vehicle at the time of insuring it.
- 10.9. The insurer has the right to set off its obligation to perform the insurance obligation against insurance premiums that have not been paid under the insurance contract until the end of the insurance period.
- 10.10. Ownership of the vehicle or the remains and parts of the vehicle indemnified by the insurer is transferred to the insurer. If the owner of the vehicle wishes to leave the vehicle damaged as a result of the insured event in their own possession, the indemnity shall be reduced by its value after the insurance event.
- 10.11. If the policyholder or the beneficiary regains possession of the stolen or robbed vehicle, the possession must be transferred to the insurer or the insurance indemnity must be returned.

- 10.12. If the policyholder does not agree to reimburse the costs of restoring the vehicle directly to the repair shop and requests financial compensation, the damage will be indemnified based on the repair cost accepted by the insurer, taking into account the spare parts with a wear corresponding to the age and condition of the vehicle. If the policyholder does not submit documents proving the payment for the repairs, the cost of the spare parts necessary for the repair will be reimbursed, minus the part proportional to their technical wear and tear and the price of the restoration service which is reduced by 35%.
- 10.13. VAT will not be included in the amount of damage to the extent that the person entitled to compensation has a right to recover it or set it off.
- 10.14. If the mechanical or electronic key of the vehicle has left the possession of the policyholder or his/her authorized person or has been broken, the cost of ordering a new key set will be reimbursed if two key sets were available at the time of insuring. If necessary, the insurer will indemnify the costs of changing or recoding the vehicle locks.

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

- 11.1. The insurer shall be partially or fully released from the obligation to perform the insurance contract, in case:
- 11.1.1. the policyholder has failed to perform at least one of the obligations specified in clause 8.1 of these terms and conditions and there is a causal link between the failure and the occurrence or the scope of damage;
 - 11.1.2. the policyholder has not paid the insurance premium by the agreed due date (in case of periodic payments, by the new due date determined by the insurer) and if the insured event takes place after expiry of the agreed due date for payment of the insurance premium;
 - 11.1.3. an insured event has occurred due to gross negligence or intent on behalf of the policyholder or the beneficiary. Gross negligence is understood as a situation where the person foresees the consequences of his/her behaviour, but recklessly expects that no consequences will arrive due to his/her behaviour or any other circumstances;
 - 11.1.4. the person driving the vehicle was under the influence of alcohol, drugs or psychotropic substances at the time of the insured event; the driver was in a state of illness or fatigue or engaged in extraneous activities while driving (e.g., using a telephone without a hands-free device, writing messages, eating, doing make-up, etc.) which prevented them from perceiving traffic conditions accurately and following the traffic legislation; the driver did not have the right to drive a vehicle from the corresponding category. An accident is also considered to have occurred under the influence of alcohol, drugs or psychotropic substances if the driver had used the above substances before the accident was properly registered in accordance with the applicable legislation or if the driver had refused to be tested for intoxication after the insured event;
 - 11.1.5. the damage has occurred because the policyholder used the vehicle for an illegal purpose or to assist an offender;
 - 11.1.6. the damage was caused by insufficient oil, coolant, brake or clutch fluid, the poor quality thereof or insufficient circulation;
 - 11.1.7. the vehicle was stolen with a key left by the policyholder in the vehicle or if the mechanical or electronic key to the vehicle had left the policyholder's possession before the insured event (except in case of robbery);

- 11.1.8. in the event of theft of the vehicle or parts of the vehicle, the vehicle did not have the anti-theft devices required by the insurer or they were not in use, unless the breach did not affect the occurrence of the insured event;
 - 11.1.9. the policyholder or beneficiary has misled or tried to mislead the insurer about the circumstances and/or amount of the loss or damage, or has otherwise tried to deceive the insurer about the insurance contract or its performance;
 - 11.1.10. at the time of the insured event, the vehicle was participating in traffic and the technical inspection of the vehicle had not been completed by the due date;
 - 11.1.11. at the time of the insured event, there were more people in the vehicle with the driver than the seats indicated in the vehicle's technical passport;
 - 11.1.12. prior to the insured event, the driver violated the legislation regulating the driver's working and rest time or fails to provide the information necessary for verifying compliance with the requirements for working and rest time.
- 11.2. The extent of release from the obligation of the performance of the insurance contract shall be determined by the insurer.

12. Exclusions

The following shall not be compensated:

- 12.1. damage resulting from natural wear and tear due to the normal use of the object of insurance, including minor scratches and notches on the paintwork and other parts of the vehicle, surface scratches, notches and wear of the glasses;
- 12.2. damage not caused by the insured event;
- 12.3. damage caused by the use of the vehicle outside the covered territory or outside the area intended for normal traffic;
- 12.4. the cost of technical maintenance or warranty repair of the vehicle, the cost of worn or defective spare parts and the costs of their repair or replacement, washing and cleaning costs independent of the insured event;
- 12.5. damage caused due to water penetrating into the engine;
- 12.6. expedited delivery costs of spare parts of the vehicle;
- 12.7. damage caused by improper modification (including chiptuning), wear (including due to theft or unauthorised use) or manufacturing damage, corrosion, seizure, mold, inadequate or incorrect maintenance, repair or handling (including overloading) of the vehicle or its parts;
- 12.8. damage to tires with a tread pattern worn to the limit of wear or above;
- 12.9. the device or part thereof that caused the loss event;
- 12.10. damage caused by domestic animals in the vehicle;
- 12.11. damage caused to the vehicle at the time when the vehicle had unlawfully left the possession of its owner or legal possessor without duly informing the police thereof;
- 12.12. additional costs caused by the transport of people, cargo or luggage;
- 12.13. damage caused by the vehicle leaving the policyholder's possession due to fraud;
- 12.14. damage caused by theft or robbery of parts removed or dismantled from the vehicle by the policyholder or with the knowledge of the policyholder;

12.15. damage caused by incorrect motor fuel;

12.16. damage caused to the vehicle by its participation in a competition or training; driving off-road (according to the definition in the Traffic Act); the use of nuclear energy for any purpose or losing control of that energy; war, civil war, invasion, terrorism, cyber-attack, mass riots, civil unrest, revolution, coup, strike, confiscation, seizure and lockout.

13. Refunding of insurance indemnity

The policyholder and/or the beneficiary is/are required to refund the insurance indemnity to the insurer as soon as possible, if the circumstances precluding compensation have occurred after compensation for damage or if the damage has been legally compensated by a third party.