

**ERGO**

Teeme tähtsa lihtsaks

ERGO Insurance SE

# Conditions for additional coverage for ERGO motor third-party liability insurance



Dear Customer!

The following terms and conditions of ERGO motor third-party liability insurance additional coverage explain the principles that will guide us in providing this service to you.

The terms and conditions of the additional coverage of motor third-party liability insurance apply to ERGO motor third-party liability insurance contracts for which you have chosen additional coverage in addition to the protection under the Motor Insurance Act.

In addition to these terms and conditions, the General Terms and Conditions for ERGO Insurance Services also apply. In the event of any inconsistencies between these terms and conditions and the General Terms and Conditions, these terms and conditions shall prevail.

All insurance conditions can always be found on our website at the following address: [www.ergo.ee](http://www.ergo.ee).

Which terms and conditions of insurance apply to a particular service and insurance contract are indicated in the insurance policy.

Please take the time to read the terms and conditions of insurance carefully. If you have any questions, please do not hesitate to contact us at [info@ergo.ee](mailto:info@ergo.ee).

We will be happy to help you.

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## 1. What the insurance covers

You can choose ERGO roadside assistance, moose MoD, driver accident insurance or vehicle owner legal protection insurance as optional additional cover for the ERGO motor third-party liability insurance contract.

The coverage that can be chosen depends on the type and use of the vehicle; the list and scope of the additional coverage applicable to the vehicle are set out in the insurance policy. Additional coverage only applies if, at the time of the occurrence of the insured event, the motor third-party liability insurance premium has been paid by the due date and the vehicle has a valid vehicle inspection. Additional coverage can be selected for passenger cars and small vans (vehicle categories M1, M1G, N1, N1G) in regular use.

We do not consider the use of a passenger car or van as a short-term rental vehicle, emergency vehicle, vehicle for driving practice, for providing transport, delivery or taxi services or for ride-hailing or ride-sharing services (e.g., Bolt, Forus, Wolt, Uber, etc.) to be regular use.

### Clarification

If you have provided us with an incorrect area of use at the time of conclusion of the contract (or if the area of use has changed during the period of validity of the contract), on the basis of which we have calculated a lower insurance premium for you, we reserve the right, in the case of an insured event, to reduce the indemnity by the same proportion by which the insurance premium calculated on the basis of this incorrect information differs from the premium for the actual area of use.

### 1.1. ERGO roadside assistance

We will reimburse the costs of roadside assistance in the case of unexpected events where the onward journey of a car or van in regular use (vehicles up to a registered weight of 3500 kg and belonging to categories M1, M1G, N1, N1G) is impeded. We provide the service in the insurance territory indicated in the insurance policy and only if you order it on the ERGO roadside assistance number indicated in the policy or via the web application on the ERGO website [www.ergo.ee/autobi](http://www.ergo.ee/autobi).

The roadside assistance insurance territory is European countries, except Ukraine, Belarus, Russia, Azerbaijan, Georgia, Kazakhstan, Moldova and Turkey.

#### If you use our roadside assistance service:

- we will advise and consult you over the phone and, if necessary, help you to formalize the accident;
- we will provide a jump start if your battery is discharged;
- we will refill your tank if you run out of fuel (the fuel needed to get to the nearest gas station is free of charge);
- if your electric vehicle's battery is discharged, we will tow the vehicle to the nearest charging point (you will bear the costs for charging the vehicle);
- we will help you change the tire in the case that you get a flat (you will bear the costs of repairing or replacing the tire);
- we will help you get the vehicle back on the road if it has gone off the road;
- we will help you pull your vehicle out if it gets stuck in sand, snow, etc.;
- if you lose the keys to your vehicle, we will drive you to collect the replacement keys or help you organize their collection;
- in the event of a technical failure or accident that has occurred in Estonia, we will tow the vehicle to a repair company or storage facility of your choice; in the event of an accident that has occurred outside Estonia, we will tow the vehicle to the nearest repair company or storage facility;
- in the event of an incident that has occurred in Estonia, we will take the passengers to a single destination within Estonia. If your destination is outside Estonia, we will take the passengers to the nearest point within Estonia, from where you can continue your journey;
- in the event of a roadside assistance event outside Estonia, if you are unable to use the vehicle due to the roadside assistance event, we will reimburse the reasonable and justified accommodation costs for two nights for the driver and one passenger.

We reserve the right to refuse to provide roadside assistance or to recover the costs incurred in providing the service if the event is not unexpected or unforeseen.

### Clarification

The vehicle repeatedly needs a jump start due to a discharged battery. When using an electric car, you have not adapted your driving style and driving habits to an electric car, and you need repeated assistance to tow the electric car to a charging point due to a discharged battery. ERGO roadside assistance does not cover such situations.

## 1.2. Moose MoD

We shall indemnify the damage caused to the vehicle as a result of a collision with big game (moose, wolf, bear, lynx, wild boar, red deer, roe deer or grey seal), provided that you have duly registered the event (state helpline 1247).

The object of insurance may be a motor vehicle or small van (vehicle categories M1, M1G, N1, N1G) in regular use included in the motor third-party liability insurance contract as it was issued by the manufacturer (standard equipment) with additional accessories.

The sum insured for a vehicle is its normal price or market value, but not more than the maximum sum insured specified in the insurance contract for each insured event, including justified towing costs up to the limit specified in the insurance contract and the sum insured for accessories up to a maximum of 10% of the market value of the vehicle with standard equipment.

The deductible applicable to each insured event is indicated in the insurance policy.

### After the occurrence of the insured event:

- immediately take all necessary measures to preserve the vehicle and prevent the damage from increasing, as well as minimize the possible damage;
- without leaving the scene, report the incident to the state helpline 1247, and the Emergency Response Centre if necessary, and follow the instructions received;
- if your vehicle has an on-board camera that recorded the accident, keep the video recording to present to us;
- inform us as soon as possible and provide details of the incident, the estimated amount of damage, witnesses and parties involved, and follow any further instructions we give you;
- you must present the damaged vehicle or its remnants to us for inspection in the condition after the insured event and before repair, as well as the damaged parts and accessories. You must not restore or dispose of the vehicle without our consent. You must provide us with all the documents relating to the cause and extent of the damage. The damaged vehicle may also be inspected by a specialist repair company.
- The burden of proving the insured event is on you as the policyholder. You have to provide us with the information we need to determine our obligations.

### We do not reimburse:

- damage caused by exiting the road in order to prevent a collision with big game; by way of exception, we shall reimburse the damage if there is a video recording of the incident and it can be ascertained that exiting the road was to prevent a collision with big game;
- the cost of accelerated delivery of spare parts of the vehicle;
- damage caused as a result of an incident outside the Republic of Estonia;
- fuel and fuel additives contained in the vehicle's fuel tank.

## 1.3. Driver's accident insurance

We shall pay compensation in the event of permanent disability or death suffered by the driver as a result of a traffic accident.

### Clarification

The insurance cover applies to the person who is driving the insured vehicle at the time of the accident.

The sum insured for death and permanent disability is specified in the policy.

### Establishing permanent disability indemnity:

- The existence and the amount of permanent disability caused by the traffic accident will be established by our expert physician after one year has passed from the insured event, based on the insured person's state of health at the time of establishing the disability. If the injury is permanent and there is no hope of recovery, the permanent disability and its extent may be established before one year has passed.
- We will establish permanent disability on the basis of medical documentation and pay the indemnity as a percentage of the sum insured.
- We establish the percentage of permanent disability on the basis of the table of accident insurance pain and suffering and permanent disability indemnity which was in force at the beginning of the insurance period and which you can find on our website [www.ergo.ee](http://www.ergo.ee).
- If the damage to a body part or sensory organ resulting from the insured event cannot be established according to the above-mentioned table of indemnity, we will reach a decision on indemnity on the basis of the degree of severity of the permanent disability.
- In establishing permanent disability, we only take into account the severity and nature of the disability and not the occupation, hobbies, lifestyle, etc., of the insured person. We do not take into account the degree of severity of the disability as determined by the state, the loss of capacity for work or the reduction in income.

**We will not pay permanent disability indemnity:**

- in the case of damage to teeth or dental prostheses;
- if the permanent disability occurs later than one year after the traffic accident. If the insured person's health deteriorates after the permanent disability has been established, we will not pay any additional permanent disability indemnity;
- if the insured person dies as a result of a traffic accident within one year as of the date of the traffic accident.

**Payment of death indemnity:**

- We will pay death indemnity if the insured person dies as a result of a traffic accident within three years of the date of the traffic accident.
- We will pay the indemnity to the insured person's heirs who have accepted the inheritance, according to their share of the inheritance.
- We will reduce the death indemnity by the amount of the permanent disability indemnity previously paid for the same traffic accident.
- If the insurance indemnity previously paid is higher than the death indemnity, we will not recover the insurance indemnity already paid.

**After the insured event, the injured person must:**

- consult a physician as soon as possible, comply with the physician's prescriptions and do everything in their power to prevent further injuries caused by the insured event;
- notify us in writing of the occurrence of the insured event as soon as possible, either personally or through the mediation of other persons, giving details of the event and the expected treatment time in the statement, and follow any further instructions given by our representative;
- at our request and within the time limit set by us, undergo a medical examination by a physician appointed by us; ensure that we obtain the necessary information, explanations and documents, authorizing us to request them or provide them to us at our request.

## 1.4. Legal protection insurance for the vehicle owner

- In the event of a dispute or legal inquiries relating to the insured vehicle, you can obtain advice and guidance on how to proceed from the ERGO legal assistance helpline, the number of which is indicated in the policy.
- We will cover any legal expenses you may incur in the event of legal disputes relating to the insured vehicle to the extent of the sum insured for legal protection insurance indicated in the policy. The dispute must arise from a contract under the law of obligations, a real right relationship or a non-contractual dispute related to the insured vehicle.
- In the case of an insured event, we will apply the terms and conditions of the ERGO legal protection insurance for the vehicle owner which were in force at the beginning of the insurance period, and which can be found on our website [www.ergo.ee](http://www.ergo.ee).
- The legal protection cover for the vehicle owner does not apply to disputes between you and us arising under these conditions.

## 2. Safety requirements for damage prevention

**For the purpose of damage prevention, you are obliged to comply with the following safety requirements:**

- 2.1. Treat your vehicle with care and prudently
  - when using the vehicle, follow the instructions in the user manual regarding vehicle maintenance;
- 2.2. When driving
  - only use a vehicle in a technically sound condition;
    - the vehicle must have undergone a statutory vehicle inspection;
  - ensure that the vehicle is fitted with tires that are appropriate for the season and that comply with the requirements;
    - the tread pattern of the tires must comply with the legal requirements;
    - summer tires must not be used during periods when the use of winter tires is compulsory;
    - summer tires must not be used in weather conditions where their use significantly increases the possibility of an insured event occurring;

- comply with the requirements of the Road Traffic Act when transporting passengers and goods;
  - the driver and passengers must use the safety equipment required for the specific vehicle;
  - there must not be more passengers in the vehicle than specified on the registration certificate;
  - the object, load or cargo transported in the vehicle must be secured properly and sufficiently so that, even in the event of sudden braking of the vehicle, the object, load or cargo carried in the vehicle will not cause damage or injury to the vehicle or its occupants.

2.3. The driver of the vehicle

- must hold a valid driver's license for a motor vehicle of the appropriate category;
- must ensure before driving that they are capable of correctly perceiving the traffic conditions when driving;
- must obey traffic laws;

**Clarification**

You must not drive the vehicle at speeds in excess of the speed limits laid down by legislation and road traffic signs.

- must not engage in any extraneous activities when behind the wheel;

**Clarification**

Extraneous activities include using the phone without a hands-free device, texting, eating, putting on make-up, etc.

- must not be under the influence of alcohol, drugs, psychotropic or other intoxicating substances;
- must not be in a state of illness or fatigue, which prevents the accurate perception of traffic conditions and proper compliance with the traffic laws.

2.4. The vehicle must not be driven

- on a shore, in water, in a marshy area, on off-road terrain within the meaning of the Road Traffic Act;
- on ice, except on a winter road or an ice road open for public use by the relevant authority.

### 3. Situations where we do not pay indemnity

**We will not pay insurance indemnity, either in part or in full, if:**

- at the time of occurrence of the insured event, the motor third-party liability insurance premium had not been paid by the due date;
- you have violated the safety requirement referred to in clause 2;
- the driver did not have the right to drive the corresponding category of vehicle at the time of the insured event;
- the driver left the scene of the insured event illegally and wrongfully after the occurrence of the insured event;
- the driver was driving a vehicle, the possession of which was unlawful;
- the driver was driving the vehicle intoxicated or in the state specified in subsection 69 of the Road Traffic Act or consumed alcohol, narcotic drugs or psychotropic substances immediately after the occurrence of the insured event;
- immediately before the occurrence of the insured event, the driver deliberately ignored the stop signal given to him by the person exercising traffic supervision pursuant to subsection 200 (1) of the Road Traffic Act;
- the driver exceeded the speed limit by 41 km/h or more immediately prior to the occurrence of the insured event;
- at the time of the insured event, the driver drove the vehicle in violation of the prohibition on driving a vehicle specified in subsection 90 (1) of the Road Traffic Act;
- the vehicle is used or has been used during the insurance period as a short-term rental vehicle, emergency vehicle, vehicle for driving practice, for providing transport, delivery or taxi services or for ride-hailing (e.g., Bolt, Forus, Uber);
- the vehicle participated in a competition, training or drove outside of road traffic (as defined in the Road Traffic Act of the Republic of Estonia);
- damage occurred as a result of events to which the insurance cover does not extend in accordance with the General Terms and Conditions of ERGO Insurance Services.

This is a translation of the original terms and conditions in Estonian, which take precedence should there be any differences between the original and the translation.