

ERGO

Teeme tähtsa lihtsaks

ERGO Insurance SE

Terms and Conditions of ERGO Motor Hull Insurance



Dear Customer,

In the Terms and Conditions of ERGO Motor Hull Insurance, we explain the principles that guide us in providing you with the service.

The Terms and Conditions of ERGO Motor Hull Insurance apply to insurance contracts, the insured object of which is a land vehicle subject to registration in Estonia.

In addition to these terms and conditions, the General Terms and Conditions of ERGO Insurance Services also apply to your relationship with us. In the event of any inconsistency between these terms and conditions and the general terms and conditions, these terms and conditions will prevail.

All terms and conditions of insurance are always available on our website: www.ergo.ee.

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

Please take some time to read the terms and conditions of insurance. If you have any questions, please contact us by sending an email to info@ergo.ee.

We are always glad to help you.

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1. What do we insure?

1.1. The insured object is:

- a land vehicle (hereinafter vehicle) in the level of completeness provided by the manufacturing plant, specified in the insurance contract, and subject to registration in Estonia.
 - In the insurance contract, we agree on the area of use of the vehicle: a vehicle in regular use, a short-term rental vehicle, a vehicle for driving practice, a taxi (incl. ride-sharing), an alarm or surveillance vehicle (incl. a patrol vehicle of a security company), a courier vehicle. The change in the regular use of the vehicle into another use is considered to be an increase in the insured risk.
 - We do not consider regular use to be the use of a passenger car or a van as a short-term rental vehicle, an alarm vehicle, a vehicle for driving practice, for providing transport, courier or taxi services or ride-hailing/ride-sharing services (e.g. Bolt, Uber, Wolt, etc.);

Explanation:

if, at the time of entering into the contract, you have provided us with an incorrect area of use (or if the area of use has changed during the term of the contract), on the basis of which we have calculated a lower insurance premium for you, we have the right to reduce the indemnity in the event of an insured event in the same proportion by which the insurance premium found on the basis of incorrect data differs from the insurance premium for the actual area of use.

- additional equipment fitted to the vehicle and not included in the level of completeness provided by the manufacturing plant to the extent of the sum insured for the additional equipment or conversion specified in the policy;

Example:

child safety equipment (carry cot, child seat) fitted to the vehicle, roof rack, roof box, bicycle frame, draw bar, additional lights, films, paint jobs, hoist, etc., and conversion of the vehicle into a refrigerator, dump-truck, van or other special purpose vehicle.

- luggage in the vehicle, wheels and tyres stored in the storage area or a trailer coupled to the vehicle if we have so agreed in the insurance contract.
- The insurance cover includes insurance of the lease value and leasing payment, accidents involving the driver or passengers, and the costs of legal disputes related to the vehicle if we have so agreed in the insurance contract.

1.2. The insured object is not:

- vehicle equipment and constructions for racing or motorsport competition;
- permanent or protective wax fitted to the vehicle;
- conversion of the vehicle, which requires registration at the Estonian Transport Administration, and it has not been correctly registered;

Example:

if you have installed additional equipment (gas unit, etc.) on the vehicle or rebuilt the van into a refrigerator, dump-truck, residential building, etc., but have not correctly registered it in the Traffic Register of the Estonian Transport Administration, we will not indemnify the parts of the vehicle related to the unregistered conversion when the insured event occurs, but we will indemnify the damage caused to parts not related to the reconstruction.

- vehicle parts or equipment installed in breach of legislation or safety requirements, incl. wheels higher and/or tyres lower than those permitted by the manufacturer.

Example:

if the factory permits installation of up to 17" wheels on your vehicle model and you have installed 19" wheels on the vehicle, then these wheels are not an insured object. We will indemnify the damage to the extent of the cost of the wheels permitted by the factory.

2. What does insurance cover?

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

An insured event is a sudden and unforeseeable event defined in the insurance contract, in which case we are obliged to perform the insurance contract. If it is not possible to determine the exact time of the insured event, we will consider the time when you should have become aware of the insured event.

The insured events of motor hull insurance are fire and explosion, natural disaster, vandalism, accident, incl. traffic accident, theft and robbery. In addition, you can choose additional insurance covers.

The ERGO Motor Hull Insurance covers may vary depending on the type, area of use, age, etc., of the vehicle, and the exact list and extent of insurance covers applicable to the insured vehicle are specified in the policy of the insured vehicle.

2.1.1. Fire and explosion

We will indemnify damage that is caused to the vehicle or its part(s) by uncontrolled fire, incl. by smoke, soot, and extinguishing work.

We will indemnify damage caused by an explosion, including the explosion of an explosive device. We understand explosion as a force with immediate effect that is created upon expansion of gases or vapours.

2.1.2. Natural disaster

We will indemnify damage caused by a storm (wind speed of at least 18 m/s), flood, hail, and other natural forces if the nature of the damage, weather station data or damage to adjacent objects indicate these circumstances.

2.1.3. Vandalism

We will indemnify damage caused to the vehicle or its part(s) due to unlawful actions of a third party aimed at violating or destroying the vehicle or its part(s).

2.1.4. Accident, incl. traffic accident

We will indemnify damage to or destruction of the vehicle or its part(s) as a result of a sudden and unforeseeable external force, including damage caused as a result of a traffic accident or collision with an animal or a bird.

We do not consider damage to the vehicle due to or during theft or robbery to be an accident.

Example:

if the person who stole the vehicle drives the vehicle into a ditch, then the damage caused by driving into the ditch is not considered an insured event of an accident, but an insured event of theft.

2.1.5. Theft and robbery

We will indemnify damage caused by theft, robbery or attempted theft or robbery of the vehicle or its part(s) if the vehicle had the compulsory anti-theft device, it was in working order, and activated at the time of the incident (the requirement of the device being switched on does not apply in the case of robbery).

Explanation:

you are responsible for the availability and functioning of the anti-theft equipment agreed upon at the conclusion of the contract.

Insurance cover for theft and robbery also extends to cases where the keys to the vehicle were obtained in advance by breaking into a building.

2.1.6. Lifting and towing of a vehicle

In the event of an insured event, we will indemnify the necessary and justified costs of lifting the vehicle onto the road and delivering it to the nearest repair or storage facility.

- We will also indemnify any damage incurred when lifting or moving the vehicle onto the road in the course of reasonable and necessary actions.
- If the vehicle has been destroyed due to an insured event occurring outside the Republic of Estonia, we will indemnify the justified costs of bringing the remains to Estonia to the extent agreed with us.
- The policy may specify the maximum amount within which we will cover the reasonable costs of lifting, moving, and bringing the remains to Estonia.

2.2. Additional insurance covers and related claims and restrictions

2.2.1. ERGO Autoabi (roadside assistance)

We will indemnify roadside assistance costs in unexpected cases where the onward journey of a passenger car, van or motorcycle (vehicles with a maximum registered mass of up to 3,500 kg and belonging to category L3, L4, L5, M1, M1G, N1, N1G) is prevented. We provide the service in the insurance territory specified in the policy and only if you order the service through the ERGO roadside assistance web app or by calling the ERGO roadside assistance number +372 655 5401 specified in the policy.

With the roadside assistance service:

- we will provide advice and consult you by phone and, if necessary, help you in registering a traffic accident;
- we will provide starting current in case of a discharged battery;
- we will bring more of fuel when it runs out (the fuel needed to get to the nearest filling station is free of charge for you);
- we will tow the vehicle to the nearest charging point when the battery of the electric vehicle runs out (you will bear the charging cost of the vehicle);

- we will assist you in replacing the wheel in case of a broken tyre (you will bear the cost of repairing or replacing the tyre);
- we will help to get the vehicle that has driven off the road back onto the road;
- we will help out a vehicle stuck in sand, snow, etc.;
- we will drive you to retrieve replacement keys or help you arrange for them to be retrieved in the event of loss of the vehicle's keys;
- we will tow the vehicle to a repair company or storage facility of your choice in the event of a technical breakdown or accident in Estonia; in the event of an incident outside Estonia, we will tow the vehicle to the nearest repair company or storage facility;
- we will take the passengers to one (1) destination within Estonia in the event of an incident in Estonia. If your destination is further away from Estonia, we will take the passengers to the nearest requested point within Estonia, where you can continue your journey;
- we will reimburse reasonable and justified accommodation costs to the driver and one (1) passenger for two (2) days in the event of a roadside assistance incident outside Estonia, if you are unable to use the vehicle due to the roadside assistance incident.

We have the right to refuse to provide roadside assistance or to recover the expenses incurred in providing the service if the incident is not unexpected or unforeseeable.

Example:

the vehicle repeatedly needs starting current due to a discharged battery; when using an electric car, you have not applied your driving style and habits to suit the electric car and you need repeated help in towing the vehicle to the charging point due to the battery of the electric car being run out.

2.2.2. ERGO replacement vehicle

If the vehicle you use cannot be used due to an insured event, we will offer you a replacement car for up to 60 days during the annual insurance period. We will deliver the replacement car to you at the agreed location on a working day and within a reasonable time.

Explanation:

if, due to an insured event, it is not possible to participate in traffic with the damaged vehicle, we will deliver the replacement car within the working day following the registration of damage.

Terms and conditions for issuing a replacement vehicle

- The insured object is a passenger car or a van with a normal area of use.

Explanation:

a vehicle belonging to category M1, M1G, N1, N1G is insured.

- The replacement car does not have to be equivalent to the insured vehicle.

Example:

Although your vehicle has an automatic transmission, the replacement car may have a manual transmission.

- We offer a replacement car for the duration of the vehicle repair. If the vehicle is unfit to participate in traffic as a result of an insured event, you also have the right to receive a replacement car for the period between registration of the loss event and repair.
- We will issue you a replacement car if the estimated repair time for the vehicle is more than 12 hours.
- We will also issue you a replacement car if you are the victim of a traffic accident and the repair costs of your vehicle are covered by motor third party liability insurance. In order to ensure the transfer of the right of claim against the person responsible for traffic damage, we ask you to provide information about the need for or usefulness of the vehicle upon our respective request.
- In case of destruction, theft or robbery of the vehicle, we will provide a replacement car until the decision on indemnification is made, but for no more than 60 days.
- During the annual insurance period, you have the right to receive a replacement car for a total of up to 60 days, with there being no limit to the number of different cases.
- Upon receipt of a replacement car, you are obliged to enter into an agreement on the use of a replacement car with the vehicle issuer (lessor), whom we have appointed, and to comply with the terms and conditions of their agreement.
- At our request or at the request of the lessor appointed by us, the replacement car must be returned within 24 hours.

We do not issue an ERGO replacement car outside of Estonia. If an insured event, as a result of which you have the right to receive a replacement car, takes place outside Estonia and the need to use the replacement car is outside Estonia, we will indemnify the justified and documented rental cost of the replacement car based on the conditions of delivery of the replacement car and the maximum cost of the rental day specified in the policy.

If you opt out of using a replacement car or rent a replacement car from a place that we have not listed, we will not pay any financial indemnity or indemnify the rental costs.

If you have used an ERGO replacement car and it turns out that the loss event is not defined as an insured event or if we are not obliged to pay compensation, we have the right to indemnify you for the cost of using the replacement car according to the amount of the service provider's invoice.

2.2.3. Glass cover

We will indemnify the vehicle's glass for unexpected and sudden damage caused by external forces if the glass has to be repaired or replaced.

- We will indemnify glass repair or glass replacement if the vehicle's windows were undamaged at the time of the loss event.
- In the contract, you can choose a deductible for the indemnification of glass damage other than the basic deductible.

Explanation:

if you do not choose a separate deductible for glass damage, the windows will still be covered by insurance, but if damage occurs, we will apply the basic deductible agreed in the contract to the glass replacement. We do not apply a deductible in case of glass repair.

- If you wish to replace the glass to be repaired, we will apply the basic deductible agreed in the contract to the replacement of the glass, regardless of whether or not you have chosen a lower deductible for replacing the glass in the contract.

Glass cover does not include the sunroof or other parts of the vehicle made of glass, clear plastic or other transparent material, incl. the glass roof and the windows of the vehicle's box cover.

2.2.4. Extra cover for collision with an animal or a bird

We will indemnify any damage resulting from collision with an animal or a bird without applying a deductible. You have 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.

Explanation:

if you do not choose additional insurance for collision with an animal or a bird, the damage caused to the animal or the bird is still covered by insurance, but if the damage occurs, we will apply the basic deductible agreed in the contract.

We will indemnify the damage resulting from avoiding a collision with an animal or a bird without applying the deductible, provided that there is a video recording of the incident and it is possible to determine from it that you avoided a collision with the animal or the bird.

Example:

when driving on the highway, a wild animal jumps in front of your vehicle and in order to avoid a collision, you drive the car off the road without colliding the animal. If you are using the vehicle's on-board camera and this incident can be seen there, we will indemnify you for the damage caused without applying the deductible. If you were not using the on-board camera at that moment and it is not possible to establish the presence of the animal that jumped in front of the vehicle, you will have to pay the deductible.

2.2.5. Indemnification of the car replacement costs

If, due to an insured event, it is not reasonable to restore the vehicle, the vehicle has been stolen or robbed, and the vehicle is not subject to the terms and conditions of the new value cover, we will indemnify you an additional 10% of the current market value of the vehicle loss event to cover the car replacement costs.

Example:

your vehicle is destroyed during an insured event. At the moment of the damage, the market value of your vehicle is EUR 10,000. We will indemnify you an additional EUR 1,000, which you can use to search for a new vehicle, cover the registration costs of a new vehicle, the motor vehicle tax or the costs of a leasing agreement, etc. You do not have to submit a report to us on the expenses incurred.

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.

2.2.6. **New value cover**

We will indemnify the purchase price of a vehicle destroyed or stolen as a result of an insured event specified in the insurance contract, if all of the following conditions are met:

- you have purchased the vehicle as new from an official dealership of the manufacturer;
 - we consider a new demonstrator car from the official dealership of the manufacturer to be an exception, provided that over 8 months have passed since its first registration at the time of purchase and its mileage does not exceed 5,000 km at the moment of purchase;
- you are the first owner of the vehicle or, in the case of a leasing vehicle, the first lessee;
- 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;
 - if you have insured the vehicle as new with our new value cover and continue the contract for the next period with the new value cover, this cover will be extended until the vehicle's mileage exceeds 40,000 km, but not longer than 24 months, from the moment the vehicle is first registered;
 - for buses and lorries, the new value cover applies as long as the vehicle's mileage exceeds 60,000 km, but not longer than 12 months from the date of first registration of the vehicle;
 - for trailers and motorcycles, the new value cover is valid for 12 months from the date of first registration;
- the cost of restoring the vehicle exceeds 60% of the purchase price of the vehicle.

If, at the time of the insured event, you are obliged to pay motor vehicle tax for the insured vehicle, a proportional part of the motor vehicle tax paid in advance from the occurrence of the insured vehicle will also be indemnified upon the application of the new value cover.

If you paid a registration fee when purchasing the insured vehicle, the registration fee paid for the insured vehicle is also subject to indemnification upon application of the new value cover, unless it is a demonstrator car from an official dealership and the registration fee was paid in advance.

From the new value cover indemnity, we will deduct the reductions in the indemnity under the insurance contract, your deductible, and the insurance premiums that have become due.

2.2.7. **Lease value cover**

We will indemnify the residual value of the leasing agreement of a vehicle destroyed or stolen as a result of an insured event specified in the insurance contract if all of the following conditions are met:

- no more than seven (7) years have passed from the first registration of the vehicle by the moment of the insured event;
- 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;
- the market value of the vehicle at the time of the insured event is less than the residual value of the vehicle's leasing agreement.
 - Under the residual value of a leasing agreement, we mean the residual value of the vehicle under the leasing agreement at the time of the occurrence of the insured event, which does not include other possible financial obligations (debt of leasing payments, interest, contractual penalty, costs and fees related to the agreement, etc.) against the lessee.

2.2.8. **Insurance of lease payments**

After the occurrence of the insured event specified in the insurance contract, we will indemnify the vehicle's leasing payments on the following conditions:

- the lessee of the vehicle is a natural person;
- 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;
- due to the insured event, the lessee of the insured vehicle is incapacitated for work for more than seven (7) consecutive days and the incapacity period begins within one (1) month from the occurrence of the insured event;
- the insured event has been registered according to the procedure prescribed by legislation and the personal injury incurred has been fixed by a medical institution.

We have the right to request an additional medical examination and medical documents proving the incapacity for work of the lessee and the reason for it.

We calculate the amount of indemnity on the basis of the payment schedule of the vehicle leasing agreement specified in the insurance contract as at the time of the occurrence of the insured event.

- We indemnify leasing payments to the extent of a maximum of 100 days when the lessee is incapacitated for work due to an insured event. We do not pay indemnification for the first seven (7) days of incapacity for work.

- In case of complete destruction of the insured vehicle, we will pay the insurance indemnity of the leasing payment until the decision on indemnification is made, but not more than to the extent of 100 days.

We do not indemnify the additional services or operations included in the leasing payment (insurance premium, agreement conclusion or amendment fee, leasing down payment, fuel card, maintenance fee, etc.).

2.2.9. **Vehicle accessory and alteration cover**

We will indemnify the damage caused to accessories installed or alteration performed by a non-manufacturer's factory (refrigerator, lifting device or similar accessories necessary for their intended use) to the passenger car or van (vehicle category M1, M1G, N1, N1G) to the extent of the sum insured for the accessories and alteration of the vehicle specified in the policy.

2.2.10. **Motorcyclist riding gear cover**

We will indemnify the riding equipment of the insured person who was driving the motorcycle to the extent of the sum insured of the motorcyclist driving equipment that was damaged as a result of an insured event.

Explanation:

Under motorcyclist riding equipment we mean a helmet, (protective) clothing worn by the driver, footwear, and motorcycle gloves.

2.2.11. **Wheels and tires in storage**

To the extent of the sum insured for wheels and tyres in storage indicated in the policy, we will indemnify damage caused by the theft of one (1) set of off-season wheels or tyres belonging to the insured vehicle.

2.2.12. **Vehicle technical failure cover**

We will indemnify the cost of eliminating an unexpected and unforeseeable failure of the vehicle's engine, engine cooling system, engine control electronics, transmission cooling system, transmission control electronics, brake and steering system if all of the following conditions are met:

- the actual mileage of the vehicle at the time of the insured event does not exceed 140,000 km;
- no more than seven (7) years have passed from the first registration of the vehicle by the moment of the insured event;
- 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;
- 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 us. The confirmation must be given before the occurrence of the loss event, but not earlier than 30 days before the insurance cover enters into force.

Example:

The vehicle has been subjected to a 100 or 80-point inspection, or an inspection of similar scope, at the dealership, etc., in the course of which the vehicle has been checked both visually and technically with test equipment.

We will indemnify 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.

- If it is not an insured event involving a technical failure, we will not indemnify the assembly of the vehicle or other expenses necessary after the actions taken to establish the failure.

On the basis of the technical failure cover, we do not indemnify damage:

- that is related to a technical failure in the vehicle's engine supply system (incl. turbo, displacement compressor, intercooler, high pressure pump, and accumulator), exhaust and exhaust gas purification system (incl. catalyst), air conditioning (incl. conditioner), indicators, suspension, chassis, wheel bearing, brake disc, pad, and calliper;
- that results from a technical failure caused by the modification of the vehicle or part thereof (incl. chip or similar tuning);
- if the vehicle has previously been declared destroyed by an insurance company or authority (incl. decisions on the total destruction by a foreign country).

2.2.13. **Luggage insurance**

We will indemnify you for theft or robbery of luggage that was in the locked luggage compartment of the passenger car or van, roof box or passenger compartment specified in the policy, as well as damage caused to the luggage as a result of sudden and unforeseeable external force (incl. a traffic accident), natural disaster, vandalism or fire.

- We consider luggage to be your and your passengers' personal belongings, such as sports equipment, clothing or other necessities.

- In case of theft of luggage, we will indemnify the damage only if the insured items were located in the locked luggage compartment of the vehicle, in a roof box or in a hidden place in the passenger compartment and the break-in involved the removal of the barrier (except in the case of robbery).
- We will indemnify damage to luggage in the trailer that was coupled to the vehicle only in case of sudden and unforeseeable external mechanical force, including damage caused as a result of a traffic accident, and only if you had chosen both luggage cover and additional trailer cover when entering into the contract.

In the event of a loss event involving luggage, we will apply the basic deductible agreed in the contract.

- If, in the course of the same incident, damage has occurred to the vehicle, for which we apply a deductible, we will not apply a separate deductible to the luggage damage.

We will not indemnify antique, unique or precious metal items, collections, manuscripts, money or securities, documents, tools, photographs, plans or drawings, computers (tablets, laptops, etc.) or electronic media, mobile phones or audio and video equipment.

2.2.14. Trailer cover

We will indemnify the damage caused to the trailer that was hitched to the insured vehicle as a result of the insured event if all of the following conditions are met:

- at the time of the insured event, the trailer was hitched to the vehicle. Prior to being hitched 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;
- the technical condition and equipment of the trailer comply with the requirements established by law;
- the trailer complies with the requirements and restrictions laid down by the manufacturer of the towing vehicle;
- we will indemnify damage to the luggage in the trailer only if an additional risk of luggage cover has been agreed upon in the policy. In this case, we will proceed from clause 2.2.13 when indemnifying.

Explanation:

in such a situation, we will indemnify only those items covered by the additional luggage cover; the goods in the trailer or the cargo will not be indemnified by us.

In the event of a loss event involving a trailer, we will apply the basic deductible agreed in the contract.

- If both the vehicle towing the trailer and the trailer have been damaged in the same incident, we will not apply a separate deductible for the damage to the trailer.

2.2.15. Damage during loading

We will indemnify you for damage to or destruction of the vehicle, which has occurred during work involving the loading or unloading of the cargo or load.

For example:

when the load is unloaded, the dump-truck sinks sideways. During the loading or unloading of goods, the forklift driver drives against the car or trailer. If you have loading work cover, we will indemnify you for such damages.

- If someone else causes damage to your vehicle during the loading work, the incident must be recorded in writing on the spot with the person who caused the damage.

Explanation:

if you fail to record what happened with the person who caused the damage on the spot, you deprive us of the opportunity to make a claim against the person who caused the damage and we have the right not to indemnify you for the damage caused.

2.2.16. Driver and passenger accident cover

We will pay the accident cover indemnity of the driver and passenger of the vehicle specified in the policy to the driver and passengers who were present in the vehicle (if the cover has also been chosen for passengers) in the event of permanent disability or death as a result of an insured event with the vehicle.

Explanation:

the cover applies to persons who are in the insured vehicle at the time of the accident.

- When entering into an insurance contract, you can choose whether the additional cover applies only to the driver of the vehicle or also extends to all passengers in the vehicle at the time of the accident.
 - The cover extends to all passengers based on the number of permitted seats specified in the vehicle's registration certificate.
- The sums insured for death and permanent disability are indicated in the policy and apply to one (1) passenger in the vehicle.

- Determination of permanent disability indemnity:
 - the presence and amount of permanent disability caused by an insured event is determined by our expert physician after one (1) year from the insured event, based on the state of health of the insured person at the time of determining the disability. If the injury is permanent and there is no hope of recovery, we can determine the permanent disability and its extent before the passing of one (1) year;
 - we determine permanent disability on the basis of medical documents and pay the indemnity as a percentage of the sum insured;
 - we determine the percentage of permanent disability based on the ERGO accident insurance indemnity ('pain and suffering') and permanent disability indemnification table, which was valid at the beginning of the insurance period and can be found on our website at www.ergo.ee.
 - If the damage to a part of the body or sensory organ caused by an insured event cannot be determined according to the said indemnification table, we will make a decision on indemnification based on the severity of the permanent disability.
 - When determining a permanent disability, we take into account only the severity and character of the disability, and not the occupation, hobbies, way of life, etc., of the insured person. We do not take into account the severity of the nationally determined disability, the loss of capacity for work or the decrease in income when determining disability.
- We do not pay permanent disability indemnity:
 - in the case of damage to teeth or prosthetics;
 - if the permanent disability occurs later than a year after the insured event. If the insured person's state of health deteriorates after the permanent disability has been determined, we will not pay them additional permanent disability indemnity;
 - if the insured person dies as a result of the insured event within one (1) year, starting from the day of the occurrence of the insured event.
- Payment of death indemnity
 - We will pay the death indemnity if the insured person dies as a result of the insured event within three (3) years from the day of the insured event.
 - We pay the indemnity to the heirs of the insured 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 due to the same insured event.
 - If the insurance indemnity paid out earlier is higher than the death indemnity, we will not recover the insurance indemnity already paid.
- After the insured event has occurred, the injured person must:
 - 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;
 - notify us, as soon as possible, in writing of the occurrence of the insured event, doing so in person or through other persons, and providing information about the incident and the expected time of treatment in the application, and follow the instructions of our representative;
 - at our request and within the time limit set by us, undergo a medical examination at our designated physician's office; ensure that we receive the necessary information, explanations and documents, authorising us to request them or, at our suggestion, to submit them ourselves.

2.2.17. Legal assistance cover for vehicle owners

- In case of disputes and legal questions related to the insured vehicle, you can get advice and instructions from the ERGO legal assistance, the number of which is indicated in the policy.
- To the extent of the sum insured for legal assistance cover specified in the policy, we will cover the legal expenses that you may incur 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.
- If an insured event takes place, we will apply the terms and conditions of ERGO legal assistance cover to the vehicle owner that were valid at the beginning of the insurance period and which can be found on our website at www.ergo.ee.
- The legal assistance cover of the vehicle owner does not extend to disputes arising between you and us under these insurance terms and conditions.

2.3. Cases to which the insurance cover does not apply (exclusions)

Unless we have agreed otherwise in the insurance contract, the following events are not insured events and we will not indemnify any damage that has arisen or increased as a result of the following events:

- any damage caused by natural wear and tear due to the normal use of the insured object, including minor scratches and chippings on paintwork and other parts of the vehicle, scratches on the surface of the windows, chippings, and wear;
- any damage caused by the use of the vehicle outside the insurance territory;
- 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;
- damage caused due to water penetrating into the engine;
- expedited delivery costs of spare parts of the vehicle;
- any damage caused by improper modification (incl. chip-tuning), wear (incl. due to theft or unauthorised use) or manufacturing damage, corrosion, seizure, mould, inadequate or incorrect maintenance, repair or handling (incl. overloading) of the vehicle or its parts;
- any damage to tyres with a tread pattern worn to the limit of wear or above;
- any damage if the vehicle left your possession through fraud or embezzlement, i.e. if the vehicle's keys or remote controls were handed over voluntarily.

Example:

if you rented the vehicle, but the lessee does not return the vehicle to you.

- any damage caused by the theft or robbery of parts disassembled from the vehicle by you or with your knowledge;
- the device or part thereof that caused the loss event;
- the cost of spilled or stolen fuel;
- any damage caused by domestic animals in the vehicle;
- any additional costs caused by the transport of people, cargo or luggage;
- any damage caused by refuelling with the incorrect motor fuel;
- any damage caused to the vehicle by its participation in a competition or test drive; upon driving outside of road traffic (as defined by the Road Traffic Act);

Explanation:

we also count driving on a closed circuit or on a circuit which requires the purchase of a pass or similar to enter to be a race or training ride;

- any damage that became known to the owner of the vehicle only when the possession of the vehicle was returned to the owner and the exact circumstances of which are unknown to us;
- any damage as a result of events to which the insurance cover does not apply in accordance with the General Terms and Conditions of ERGO Insurance Services (general exclusions).

3. Where and when the insurance is valid?

- 3.1. In the insurance contract, we will agree with you on the insurance territory to which the insurance contract applies.
- 3.2. The covered territory includes Europe, except for Ukraine, Belarus, Russia, Azerbaijan, Georgia, Kazakhstan, Moldova, and Turkey.

4. What are the insurable value and sums insured?

- 4.1. 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.
- 4.2. The sum insured is the maximum amount paid. Unless otherwise agreed in the insurance contract, the sum insured is equal to the insurable value.

- 4.3. 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.

Explanation:

in the case of a passenger car, van, and motorcycle, the sum insured is the market value of the vehicle. In the case of a bus, lorry, trailer, and tractor, the market value must be indicated as an amount when insured.

Example:

if you want to insure a forest truck with a log lift installed as a superstructure, the sum insured indicated in the contract must include the cost of both the vehicle and the installed log lift.

- 4.4. Accessories fitted to a passenger car or van, not included in the level of completeness provided by the manufacturing plant, incl. child safety equipment installed in the vehicle, roof rack or box mounted on the vehicle, bicycle frame, draw bar, etc., or conversion of the vehicle into a refrigerator, dump-truck, van or similar special purpose vehicle, will be automatically covered to the extent of the sum insured for the additional equipment specified in the policy.

- The sum insured for additional equipment depends on the make, model, and age of the vehicle being insured.

Explanation:

when the insurance period changes, the sum insured for additional equipment may change. Always check that it meets your expectations.

- By special agreement between you and us, we may increase the sum insured for additional equipment.
 - In case of complete destruction or theft or robbery of the vehicle, we consider the sum insured of the additional equipment to be covered by the insurable value of the vehicle, and we do not pay additional indemnity for additional equipment.
- 4.5. The sums insured for the additional equipment and reconstruction or superstructure of the vehicle, the trailer, the luggage in the vehicle, the legal costs of the owner of the vehicle, and an accident involving the driver and passenger are specified in the policy per insured event.

5. What are the principles of compensation?

5.1. Insurance benefit payment procedure

- 5.1.1. The forms of compensation are financial compensation, restoration or replacement of damaged vehicle parts or reimbursement of the costs of replacing a vehicle.
- 5.1.2. We will indemnify you for direct property damage and other expenses specified and justified in the policy.
- In case of indemnification of the costs of restoring the vehicle, we have the right to determine the place of restoration of the vehicle or arrange for the restoration of the vehicle. In the event of the restoration of the vehicle, you will enter into a contract for the restoration work with the repair company, who is also responsible for the quality of the work.
 - In case of indemnification of the costs of replacing the vehicle, we have the right to determine the place where the replacement vehicle will be obtained.
 - If you do not agree with the above, we will indemnify you to the extent that it would have been done if you had complied with this clause.
- 5.1.3. In the case of a vehicle covered by a general warranty, we will proceed from the restoration of the vehicle at the dealership of the manufacturer or in a workshop accepted by the dealership.
- 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.
- 5.1.4. In case of a vehicle that was first registered more than five (5) years ago and does not have a valid general warranty, we accept indemnification for restoration repairs at the dealership of the manufacturer's factory only if the vehicle has been maintained consistently and in a timely manner at the dealership of the manufacturer.
- 5.1.5. In case of robbery or theft of the vehicle or if the restoration of the vehicle is not economically justified, we will pay out the insurable value of the vehicle (as it was at the time of the insured event), minus the reductions in the insurance indemnity, deductible, and unpaid insurance premium(s) specified in the insurance contract for the period remaining until the end of the insurance period.
- 5.1.6. If it is economically expedient to restore the vehicle, we will indemnify the justified restoration costs, from which we will deduct the reductions and deductibles of the insurance indemnity stipulated in the insurance contract.

- 5.1.7. When restoring the vehicle, we use parts with a degree of wear corresponding to the age and technical condition of the vehicle. If it is not possible or expedient to obtain parts with the corresponding degree of wear, we will reimburse the price of new parts together with the installation costs. We have the right to specify the location where you can buy the part you need (in the case of vehicles with a valid general warranty, according to the manufacturer's requirements).
- If, in the course of the insured event, the damage occurred only to the tyre(s) of the vehicle and no tyres with the corresponding degree of wear are available, we will indemnify the damage in cash, taking into account the depreciation of the damaged tyre.
- 5.1.8. We 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.
- 5.1.9. We have the right to set off our 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.
- 5.1.10. Ownership of the vehicle or vehicle remains and parts indemnified by us will be transferred to us. If you wish to leave the vehicle damaged in the insured event in your ownership, we will reduce the insurance indemnity by the value of this property after the insured event.
- 5.1.11. If you a stolen or robbed vehicle is returned to your possession, that possession must be surrendered to us or the insurance indemnity returned.
- 5.1.12. If you do not agree to the indemnification of the costs of restoring the vehicle directly to the repairer and you request financial indemnity, the damage will be indemnified on the basis of the repair cost accepted by us, which is calculated taking into account spare parts with a degree of wear corresponding to the age and technical condition of the vehicle. If you do not provide proof of payment for the restoration repair, we will indemnify the cost of the spare parts necessary for the restoration, minus their share proportional to technical depreciation, and the price of the restoration service, reduced by 35%.
- 5.1.13. We do not include VAT in the amount of damage to the extent that the person entitled to indemnity is entitled to a refund or offsetting.

Example:

if you can offset 50% of the VAT paid on the expenses related to the vehicle, we will also indemnify you for the part of the VAT that you cannot offset.

- 5.1.14. If the mechanical or electronic key of the vehicle has left your possession or is broken, we will indemnify the cost of ordering a new set of keys. If necessary, we will indemnify the costs of replacing or re-encoding the locks of the vehicle.

5.2. Deductible

- 5.2.1. Deductible is the part of the damage specified in the insurance contract that we do not indemnify.
- We deduct the deductible from the amount to be indemnified under the contract, from which the reductions in the insurance indemnity arising from the contract have already been deducted.

- 5.2.2. We apply the deductible in case of any insured event and it can be a certain amount of money or a percentage of the loss amount.

If the vehicle has multiple instances of damage and these have occurred independently of each other in time and manoeuvres, we have the right to apply a separate deductible for each individual insured event.

Example:

as you reversed out of the yard, you swiped the gatepost with the back of the car, and then the garden gate with the front of the vehicle when you began to move. These are two (2) different movements and insured events, which is why you have to pay two (2) deductibles.

- 5.2.3. An insurance contract may contain several deductibles, which we apply either together or separately due to the terms and conditions of the insurance contract.

- 5.2.4. We do not take into account the deductible:

- if the vehicle has been destroyed as a result of a natural disaster;
- if the glass of the vehicle is repaired;
- if you use the ERGO roadside assistance services;
- if you use an ERGO replacement car, provided that the corresponding additional cover is selected in the contract;

- if you collide with an animal or a bird, provided that the corresponding additional cover is selected in the contract;
- in case of glass replacement if compensation for glass damage without deductible is selected in the contract.

5.3. Circumstances affecting the insured risk

In addition to the data requested from you when entering into the insurance contract, we consider the following events to be important circumstances affecting the insured risk:

- change in the primary user of the vehicle;
- transfer of the vehicle or (temporary) deletion from the traffic register;
- loss or theft of registration documents;
- change in the area of use of the vehicle;
- failures of locking systems, manufacture of (electronic) duplicate keys;
- failures of anti-theft devices;
- change in the completeness of the vehicle.

You have to notify us immediately of any circumstances affecting the insured risk.

5.4. Safety requirements for damage prevention

In order to prevent damage, you are obliged to comply with the following safety requirements:

- 5.4.1. treat your vehicle carefully and prudently;
- follow the vehicle's maintenance and operating instructions when using the vehicle;
 - do not leave objects of interest visible
 - to unauthorised persons inside the vehicle when you leave the vehicle.

Example:

a phone, handbag, computer, GPS device, sports bag, etc., which may be of interest to a thief passing a vehicle.

- lock the vehicle, close the windows and roofs (on an open vehicle, close the cover);
- take the vehicle registration documents with you;
- turn on the anti-theft devices;
- store vehicle keys and registration documents in such a way that they cannot be easily captured by third person(s);
 - do not voluntarily surrender vehicle keys to strangers or intoxicated persons;
 - do not leave your keys in the pocket of clothes or a bag left separate from you in a public place (e.g. theatre, café);
- do not store the vehicle's mechanical or electronic keys, electronic anti-theft controls, or vehicle registration documents in the vehicle;
- eliminate failures in the vehicle's lock or anti-theft systems as soon as possible;
- store a trailer that is not connected to the vehicle at least in a fenced and locked area with a gate.

5.4.2. When participating in traffic:

- use only a vehicle in good technical condition;
 - make sure that the vehicle has passed the roadworthiness test established by law;
- make sure that the vehicle is fitted with tyres that meet the time of year and requirements;
 - make sure that the tread pattern of the tyres complies with the requirements of the law;
 - note that summer tyres must not be used during periods when the use of winter tyres is mandatory;
 - note that summer tyres must not be used in weather conditions, when their use significantly increases the possibility of an insured event;

Example:

you participate in traffic at a time when winter tyres are not mandatory, but it is snowing and the roads are slippery, which is why you drive a vehicle equipped with summer tyres off the road or cause a traffic accident.

- you have to comply with the requirements of the Road Traffic Act when transporting passengers and cargo;
- the driver and passengers of the vehicle must use the required safety equipment in a particular vehicle;

Example:

when driving a motorcycle or ATV, a safety helmet must be used, and when children are passengers, an age-appropriate carry cot or child seat must be used.

- make sure that the number of passengers in the vehicle does not exceed the number indicated on the registration certificate;
- make sure that the object, cargo or load in the vehicle is secured properly and with sufficient strength in such a way that, even in the event of sudden braking of the vehicle, the object, cargo or load in the vehicle does not cause damage or injury to the vehicle or its passengers.

5.4.3. The driver of the vehicle:

- must have a valid right to drive a motor vehicle of the relevant category;
- must make sure, before driving, that they are able to perceive traffic conditions correctly when participating in traffic;
- must comply with the Road Traffic Act;

Example:

must not exceed the maximum speed permitted for the vehicle by legislation and traffic control devices.

- must comply with the working and rest time requirements established for the driver (professional driver);
- must not engage in extraneous activities while behind the wheel;

Example:

extraneous activities include using the phone without a hands free kit, typing text messages, eating, applying makeup, etc.

- must not be under the influence of alcohol, drugs, psychotropic or other narcotic substances;
- must not be in a state of illness or fatigue which prevents accurate perception of traffic conditions and the inexorable performance of the Road Traffic Act.

5.4.4. The vehicle may not be driven:

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

5.5. Action in case of a loss event

5.5.1. In the event of an insured event, you are obliged to act as follows:

- to immediately take measures to save the vehicle and avoid any increase in damage and reduce any possible damage;
- to report the incident to the police or the Rescue Board, or both, if necessary, without leaving the scene, and act according to the instructions received;
- to register a case of a traffic accident, theft, robbery, vandalism with the police in accordance with the current legislation; a fire incident with both the police and the Rescue Board; if your vehicle has an on-board camera that recorded the accident, keep the video recording for submission to us;
- if you agree with the other party on the circumstances of the traffic accident, the culpability, and the amount of damage, it is not necessary to inform the police;
- if the other party to the traffic accident is unknown, it is necessary to inform the police.

Example:

you drove the vehicle against a road sign or a street light pole. Since the owner of a road sign or pole, as a rule, is not at the scene, it is not possible to agree on the presence or absence of damage, and the police must be notified of the incident.

- to immediately inform the police of any damage caused due to collision with an animal or a bird or avoidance of such an incident and act in accordance with the order of the police; if an animal was killed as a result of a collision, immediately report the accident on the highway to the state helpline 1247, and the local government about the accident on a local road or street (city, town, country town);
- to inform us as soon as possible and provide information about what happened, the amount of the expected damage, witnesses, parties, and the offender, and follow the instructions received from us;
- to present the damaged vehicle or its remains to us for inspection in the post-insured and pre-repair condition, as well as present the remains of damaged parts and accessories. You are not allowed to proceed

with the restoration or disposal of the vehicle without our consent. You must provide us with all documents on the causes and amount of damage;

- to take the damaged vehicle to a repair company, where it will be professionally inspected, if requested;
- to provide us, in the case of theft of the vehicle, with the vehicle registration certificate and all key sets (incl. electronic keys and remote controls of anti-theft systems if anti-theft devices were required at the time of insurance) together with the application for indemnification. In the event of robbery, all the keys and documents remaining in your possession must be presented;
- the burden of proving the insured event falls on you as the policyholder; You must provide us with the information we need to determine our obligation (incl. data from a GPS device, car camera, etc. installed in the vehicle);
- you must notify us in writing within two (2) working days if the stolen or robbed vehicle is found;
- you must provide us with tachograph data within two (2) working days of the occurrence of the loss event if the vehicle is fitted with a tachograph.

5.6. Reduction and refusal of indemnification

We do not pay insurance indemnity, either in part or in full:

- if the damage has occurred because you used the vehicle for an unlawful purpose or to assist an offender;
- if the damage was caused by insufficient oil, coolant, brake or clutch fluid, the poor quality thereof or insufficient circulation;
- if, prior to the insured event, the driver violated the legislation regulating the driver's working and rest time or failed to provide the information necessary for verifying compliance with the requirements for working and rest time;
- if the vehicle was stolen using a key that you had left in the vehicle, or if the mechanical or electronic key of the vehicle had left your possession before the insured event (except in the case of robbery or burglary of a building);
- if, in the event of theft of the vehicle or parts of the vehicle, the vehicle did not have the anti-theft devices required by us or they had not been applied, unless this violation did not have an impact on the occurrence of the insured event;
- if, at the time of entering into the contract, we have agreed on the installation of a tracking device activated on the vehicle in the event of theft and entering into a service contract (e.g. Sherlog, Track guard, etc.), but after the theft of the vehicle, it turns out that this requirement has not been met;
- in other situations described in the General Terms and Conditions of ERGO Insurance Services (violations).

The extent of the exemption from the obligation to perform the insurance contract is decided by us as the insurer.

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.