



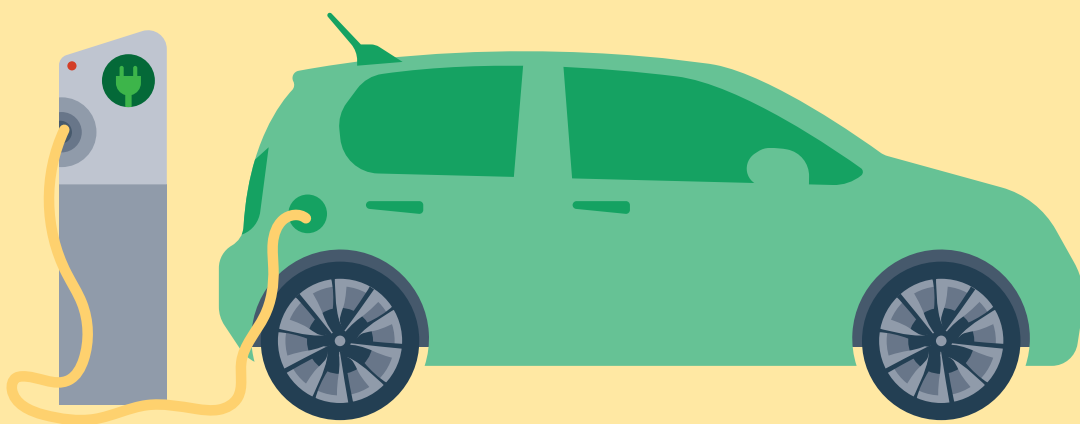
Gjensidige

# TERMS AND CONDITIONS OF VEHICLE INSURANCE

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Unofficial translation from Estonian



# Terms and conditions of vehicle insurance



These terms and conditions shall apply to insurance contracts concluded in Gjensidige, in which the object of insurance is a land vehicle registered in the Estonian national motor register. The terms and conditions shall apply together with the general terms and conditions of Gjensidige.

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## Gjensidige contacts

Insurance phone: +372 611 6112  
Customer service e-mail: [myyk@gjensidige.ee](mailto:myyk@gjensidige.ee)  
Claims e-mail: [kahjud@gjensidige.ee](mailto:kahjud@gjensidige.ee)  
[gjensidige.ee](http://gjensidige.ee)

# Terms and conditions of vehicle insurance



## 1. Object of insurance

### 1.1.

The object of insurance shall be a land vehicle registered in the Estonian national motor register (hereinafter referred to as the Vehicle) with all of its factory components.

### 1.2.

Additional equipment shall serve as an object of insurance only in the event that the insurance cover for additional equipment and the amount of maximum pay-out (indemnity limit) has been specified in the policy. Additional equipment shall include alloy wheels; navigation, audio, TV, video, multimedia and entertainment devices; body details and accessories, Vehicle paintwork and stickers; child safety seat in the Vehicle and roof box installed on the Vehicle; roof rack; bicycle rack and truck cargo bed cover that are not included in the standard equipment installed by the Vehicle manufacturer (incl. truck cargo bed cover installed by the Vehicle manufacturer).

The film on the details of the Vehicle and the ceramic or liquid glass coating covering the paint of the Vehicle shall be insured only in the event of a special agreement with Gjensidige, a reference to which shall be made in the policy.

### 1.3.

The object of insurance may be any object in the Vehicle, if this has been agreed on in the insurance contract, excl. antique, unique and precious metal items; collections; manuscripts; cash and securities; documents; photos; plans and drawings; personal computers and electronic data media; mobile phones and other similar electronic devices.

### 1.4.

In the event that the contents of the Vehicle (wheels, tyres, equipment, etc.) change, the policyholder shall immediately notify Gjensidige thereof and act according to Gjensidige's instructions.

### 1.5.

The object of insurance shall not be equipment, details, items and parts of the Vehicle installed improperly with respect to legislation or safety requirements (incl. wheels that are larger or tyres that are lower than permitted by the manufacturer).

## 2. Increase in the possibility of insurance risk

### 2.1.

Increase in the possibility of insurance risk is foremost influenced by a change in the field of application of the Vehicle (e.g. taxi, driving lessons, short-term lease or rental, etc.), loss of keys or Vehicle's registration documents, use of the Vehicle outside Estonia for longer than 90 consecutive days, making duplicate keys, replacing anti-theft devices, transfer of the object of insurance, changes made in Estonian national motor register related to the object of insurance, etc. **Anti-theft device** is an alarm device, security bolts on alloy wheels or other theft preventing device that must be installed in the Vehicle before entering into the insurance contract, if so required by Gjensidige in order to reduce the insurance risk. **Alarm device** is an electronic device, the task of which is to sound an alarm and send optical signals in the event that an unauthorised person opens the door or a hatch or interferes with other alarm sensors (interior volume sensor, tilting sensor, impact sensor, etc.) and

to prevent the Vehicle from being started (immobiliser).

### 2.2.

Gjensidige shall be immediately notified of all the changes that increase the possibility of insurance risk and of all the changes regarding which the policyholder is unable to decide whether or not the possibility of insurance risk has increased.

### 2.3.

During the insurance period, Gjensidige shall have the right to perform vehicle inspection and require the policyholder to implement additional safety measures to reduce the increased possibility of insurance risk and request the payment of an increased insurance premium in accordance with the increased possibility of insurance risk. Requirements for additional safety measures shall be delivered to the policyholder in writing. In the event that the policyholder refuses to implement additional safety measures, Gjensidige shall be entitled to cancel the insurance contract pursuant to the procedure and deadlines provided in the Law of Obligations Act.

## 3. Insurance cover and insured events

**Main covers** are partial vehicle insurance or full vehicle insurance. **Additional covers** are interruption of use, insurance for residual value of a lease, accident insurance of a passenger travelling in the Vehicle (hereinafter referred to as accident insurance of a passenger), compensation for damage incurred during loading, replacement trailer insurance. The main cover or additional cover shall apply only when the relevant insurance cover has been indicated in the policy. Gjensidige shall deem an insured event to be the destruction, damage to or loss of the Vehicle or its parts as a result of an event provided in the following insurance options.

### 3.1. Partial vehicle insurance

#### **Gjensidige shall compensate:**

**3.1.1.** damage (incl. collision with an animal or a bird) incurred as a result of a sudden and unforeseen extra-vehicle mechanical force or traffic accident;

**3.1.2.** damage incurred due to a natural disaster;

**3.1.3.** damage incurred due to a fire (incl. also smoke, soot and extinguishing);

**3.1.4.** damage incurred due to an explosion;

**3.1.5.** damage intentionally caused to the Vehicle by third persons (hereinafter referred to as vandalism);

**3.1.6.** damage to Vehicle glasses (glass insurance). Gjensidige shall compensate damage caused to Vehicle's glasses as a result of extra-vehicle force in the event that the glass has to be repaired or, if necessary, replaced in order to ensure compliance of the Vehicle with the roadworthiness requirements.

Vehicle glasses are the front, rear and side glasses of the Vehicle. Film installed on the glass shall also be compensated under the glass insurance, provided that the sheet has been installed in compliance with the requirements applicable in Estonia.

The glass insurance shall not cover damages, which are incurred to the roof glass, glass roof hatch and glasses on the truck cargo bed cover;

**3.1.7.** in the event of an insured event, necessary and justified expenses of putting the Vehicle back on the road and justified expenses of transporting the Vehicle to the nearest repair shop appointed by Gjensidige:

- for passenger cars, small vans, motorcycles and trailers (with permissible maximum mass up to 3500 kg) in the amount of up to 300 euros;
- for trucks, buses and truck trailers (with permissible maximum mass over 3500 kg) in the amount of up to 3000 euros;

**3.1.8. Autoabi24** – 24/7 first aid for passenger vehicles, small vans and motorcycles (categories M1, M1G, N1, N1G, L3, L4, L5) in the event of sudden and unforeseeable technical issues.

The service is offered in the insurance territory specified in the policy, excl. CIS territories and Ukraine.

**3.1.8.1.** Autoabi24 service offers:

- assistance over the phone;
- towing to the nearest repair shop or brand agency in the event of a sudden and unforeseeable technical malfunction, filling up wrong fuel or malfunction of dipped-beam headlamps at night-time;
- assistance for replacing a wheel or taking it to a repair shop;
- starting aid;
- assistance for getting fuel (if it runs out);
- putting the Vehicle back on the road in the event that it has driven off the road or got stuck;
- assistance for accessing the Vehicle in the event that the car keys have been forgotten in the Vehicle or the alarm remote control has incurred a malfunction (e.g. remote control batteries are dead);
- transport of passengers to a single destination within the territory of the Republic of Estonia in the event that the Vehicle cannot continue driving following the provision of car assistance. In case of destinations located on the islands of the Republic of Estonia that are only accessible with a ship or ferry, passengers shall be transported to the nearest harbour that offers a connection to the respective island. In foreign countries, passengers shall be transported to the nearest repair shop in the respective country together with the Vehicle, provided that there are empty seats in the towing truck.

**3.1.8.2.** Autoabi24 shall apply only in the event that the service is ordered at the Autoabi24 phone number provided in the policy.

**3.1.8.3.** Autoabi24 shall not apply to vehicles offering security, taxi, courier services or short-term lease services (lease term up to 12 months) and emergency vehicles. In addition, Autoabi24 shall not apply to trucks, buses and trailers.

**3.1.8.4.** Autoabi24 service shall not apply in the event that the need for assistance was foreseeable (repeated assistance for the same reason without the known reason having been eliminated). For example, the Vehicle does not start and the Autoabi24 service reveals that the battery needs to be replaced. Next time that the Vehicle needs starting aid and the respective battery has not been replaced, the policyholder shall incur a fee for the Autoabi24 service.

**3.1.8.5.** The cost of repair works necessary following the Autoabi24 service and the purchase costs of all spare parts, accessories, replacement keys and remotes, fuel, oil, etc. shall be covered by the policyholder.

**3.1.8.6.** The policyholder shall pay for Autoabi24 service that exceeds 300 euros within the Republic of Estonia and 800 euros abroad. Works provided in the Autoabi24 service list are free of charge for the policyholder up to the aforementioned

amounts.

**3.1.8.7.** In the event that the policyholder has ordered the Autoabi24 service, but rendering the service reveals that the case is not covered by Autoabi24 cover, the policyholder shall pay for the service pursuant to the invoice amount submitted by the service provider.

## **3.2. Full vehicle insurance**

### **Gjensidige shall compensate:**

**3.2.1.** damage described in clause 3.1;

**3.2.2.** damage incurred due to robbery or attempted robbery;

**3.2.3.** damage incurred due to theft or attempted theft of the Vehicle or its parts, provided that the Vehicle's doors/windows/hatches were locked and a functional anti-theft device approved by Gjensidige was actuated at the time of the respective incident. Parts of the Vehicle shall be permanently connected to the Vehicle or located inside the locked Vehicle at the time of theft. Additional equipment installed in the Vehicle shall be permanently connected to the Vehicle and locked with a key;

**3.2.4.** in the event of loss, theft or destruction of the Vehicle key, the replacement and recoding costs of the key, provided that at the time of the insurance there were two key sets;

**3.2.5. the new value of the Vehicle (new value insurance)** – Gjensidige shall compensate the damage incurred as a result of an insured event to the extent of the first-hand selling price of the Vehicle (incl. cost of registration) together with standard and additional equipment verified by the sales company (insurable value of the Vehicle equals the first-hand selling price) only under the following special conditions:

- the Vehicle has been in the possession of a single owner as of the initial sale;
- to the moment of entering into the insurance contract no longer than 45 days have passed from the initial sale of the Vehicle in retail;
- at the time of the insured event, the Vehicle's mileage does not exceed 40 000 km and/or no more than 1 year has passed since the moment of entering into the initial insurance contract.

**3.2.5.1.** Damage shall be compensated under the new value insurance only in the event that the full restore of the Vehicle is not financially or technically justifiable.

## **4. Additional covers**

### **4.1.**

Interruption of use (can be added to the partial vehicle insurance or full vehicle insurance option) – Gjensidige shall compensate daily allowance due to lack of possibility to use the Vehicle. The amount of the daily allowance shall be specified in the policy.

**4.1.1.** Gjensidige considers the lack of possibility to use to mean the following:

- when the Vehicle is undergoing repair work at a repair shop to eliminate consequences of an insured event;
- when the restoration of the Vehicle after the insured event is not financially justified (full destruction);
- the period between the insured event and repairs, during which the Vehicle may not be used in traffic pursuant to the provisions of the legislation. Gjensidige shall not consider the lack of possibility to use to be the loss of time due to the policyholder's unjustified activity/lack of activity;
- when the Vehicle has left the use/possession of the legitimate possessor following an insured event and only in the

event that Gjensidige is liable for compensating the damage.

**4.1.2.** Upon compensating for the interruption of use, Gjensidige shall apply the following conditions:

- the lack of possibility to use has been previously agreed with Gjensidige;
- the form of insurance indemnity is financial compensation;
- deductible of the interruption of use is 2 calendar days as of the day that the Vehicle became unfit for use;
- Gjensidige shall pay insurance indemnity as of the third calendar date following the day of emergence of the lack of possibility to use, paying compensation for up to 16 calendar days per one insured event;
- in the event of full destruction Gjensidige shall pay insurance indemnity as of the third calendar date following the day of emergence of the lack of possibility to use until the day of the decision to compensate damages (included), but no more than 16 calendar days;
- maximum of 3 insured events are compensated for during an insurance period of one year.

#### **4.2.**

Insurance for residual value of a lease (can be added to the full vehicle insurance option) – in the event of a destruction or theft of the Vehicle as a result of an insured event, Gjensidige shall compensate the residual value of the lease pursuant to the Vehicle's lease agreement as at the moment of an insured event in the amount of up to 35 000 euros together with value added tax. In the event that the residual value of a lease is lower than the market value, Gjensidige shall compensate the market value of the Vehicle.

**4.2.1.** Insurance for residual value of a lease applies under the following conditions:

- the owner of the Vehicle is a person provided in clause 4.2.2.;
- the age of the Vehicle at the moment of the occurrence of an insured event is no more than five years as of the initial registration of the Vehicle;
- intended use of the Vehicle is ordinary usage.

**4.2.2.** As lessors Gjensidige shall accept banks or leasing companies associated with a bank registered in Estonia, also foreign banks or Estonian branches of leasing companies associated with a bank.

#### **4.3.**

Accident insurance of a passenger (possible to add to the partial vehicle insurance or full vehicle insurance option) is a cover offered for additional fee (see details in clause 13).

#### **4.4.**

Compensation for damage incurred during loading (possible to add to the partial vehicle insurance or full vehicle insurance option upon an agreement) – Gjensidige shall compensate the damage or destruction of the Vehicle, which has occurred during loading or unloading the truck or load.

#### **4.5.**

Replacement trailer insurance (possible to add to the partial vehicle insurance or full vehicle insurance option upon an agreement) – Gjensidige shall compensate the damage to the trailer coupled with the Vehicle (replacement trailer) upon the following conditions:

- the trailer was coupled with the insured Vehicle at the moment of the occurrence of an insured event;
- the trailer coupled with the Vehicle conforms to the requirements and limitations of the manufacturer of the hauling Vehicle;

- roadworthiness and equipment of the trailer conform to the requirements stipulated in the legislation;
- insurable value of the trailer is market value;
- in the event of full destruction of the trailer, Gjensidige shall compensate the market value of the trailer up to the indemnity limit to the owner provided in the Estonian national motor register, in case of partial damage, Gjensidige shall compensate the justified repair costs of the trailer;
- in case of an insured event with the trailer, deductibles provided in the insurance contract shall apply. In the event that both, insured Vehicle hauling a trailer as well as the trailer have been damaged, single deductible per insured event shall be applied to both Vehicles.

**4.5.1.** The indemnity limit of the replacement trailer shall be indicated in the policy.

**4.5.2.** In case of an insured event with the replacement trailer, Gjensidige shall compensate damages:

**4.5.2.1.** in the cases described in clauses 3.1.1–3.1.5 and 3.1.7.;

**4.5.2.2.** in the cases described in clauses 3.2.2–3.2.3, if the relevant insurance cover was indicated in the policy.

## **5. Exclusions**

In addition to the grounds referred to in clause 14 and clauses provided in the general insurance terms and conditions, Gjensidige shall not compensate:

#### **5.1.**

damage in the event that the theft of the Vehicle or its parts was accompanied by some other damage to the Vehicle and the Vehicle was not insured with the full vehicle insurance option;

#### **5.2.**

the cost of technical maintenance or warranty repairs of the Vehicle, the cost of repairing or replacing worn or defective spare parts (details), washing and cleaning costs independent of an insured event;

#### **5.3.**

spare parts priority delivery costs;

#### **5.4.**

damage incurred due to improper reconstruction, insufficient or incorrect maintenance, handling, cleaning or repairs of the Vehicle or its parts;

#### **5.5.**

damage incurred due to wear and tear of or defects in the Vehicle or its parts, gradual corrosion and rusting of the Vehicle;

#### **5.6.**

damage incurred due to regular use and wear and tear of the Vehicle and its parts (for example, wear and tear of tyres, wear and tear of side windows due to the up-and-down movement of the windows, wear and tear of paint, scratches, damage to the Vehicle due to removing ice and snow, notches on the body of the Vehicle caused by rocks after long use, damage to the alloy wheels due to regular driving, etc.);

#### **5.7.**

damage incurred due to unauthorised use;

#### **5.8.**

damage to the tyres in the event that this was not accompanied by damage to the Vehicle to be compensated. Gjensidige shall not compensate damage to tyres with a tread pattern that has worn more than the nationally permitted level nor damages that were incurred due to the use of such tyres;

#### **5.9.**

Vehicle parts that have caused damage;

**5.10.**

damage caused to the internal part of the Vehicle (e.g engine, gearbox, electrical system) due to the breakage inside this part of the Vehicle or other internal failure of the Vehicle (technical failure). If an insured object is damaged externally due to the aforementioned reasons, Gjensidige shall compensate for damage caused due to the external damage;

**5.11.**

damage caused by overload during operating the Vehicle or its equipment;

**5.12.**

damage to the Vehicle incurred during loading and/or lifting work, unless otherwise agreed in the insurance contract;

**5.13.**

damage incurred to the baggage or goods in the Vehicle, unless otherwise agreed in the insurance contract;

**5.14.**

damage caused to the interior of the Vehicle by an animal or a bird;

**5.15.**

damage caused to the interior of the Vehicle by passengers;

**5.16.**

additional expenses incurred due to transporting people, cargo or baggage (excl. transport costs for persons compensated under Autoabi24 services);

**5.17.**

damage incurred due to theft or robbery of parts disassembled from the Vehicle by the policyholder or at the policyholder's knowledge;

**5.18.**

damage incurred due to the policyholder using the Vehicle for an illegal purpose or aiding and abetting an offender;

**5.19.**

damage to the Vehicle due to participating in a competition, training session or due to its location at a paid or free of charge race or training track (incl. temporary race, ice, training or test track outside of regular traffic);

**5.20.**

damage to the Vehicle due to driving in an inappropriate location or road (e.g. terrain, woods, field, swamp, water, shore, forest road, unofficial ice road, etc.);

**5.21.**

damage incurred due to the movement of unfastened or insufficiently fastened baggage or cargo;

**5.22.**

damage incurred due to liquid which have flown out from not closed or badly closed vessel (cup, bottle, canister, etc.);

**5.23.**

damage incurred due to water getting into the engine, gearbox or electrical system excluding when the water got there as a result of driving off the road or if the vehicle was parked in compliance with safety requirements in the area affected by natural flooding;

**5.24.**

damage incurred due to insufficient amount and/or circulation of fuel, coolant or lubricant of a required quality;

**5.25.**

damage incurred due to fuel flown out or gone missing from the Vehicle;

**5.26.**

damage incurred during the towing, displacing or relocation

using equipment, devices or other vehicles not fit for the purpose;

**5.27.**

damage to the truck or trailer not affecting its intended use (scratches, dents, etc. on coloured, enamelled or polished surfaces).

**6. Deductible****6.1.**

The amount of deductible shall be specified in the policy.

**6.2.**

Main deductible is a fixed amount of money by which Gjensidige's performance obligation is reduced.

**6.2.1.** Main deductible shall apply to the damage incurred as a result of a sudden and unforeseen extra-vehicle mechanical force, traffic accident, natural disaster, fire or explosion.

**6.2.2.** In the event of a full destruction of the Vehicle (full restore of the Vehicle is not financially or technically justified), Gjensidige shall apply main deductible or percentage of the Vehicle's market value, if so agreed in the insurance contract. In the event of the full vehicle insurance option, Gjensidige shall not apply the main deductible for full destruction incurred due to a collision with an animal or a bird.

**6.3.**

Deductible for theft – in the event of damage incurred due to the theft and robbery of the Vehicle and its parts (incl. navigation, DVD and audio system) and damages associated with it, Gjensidige shall apply a percentage of the loss amount, but no less than the main deductible provided in the policy, as a deductible.

**6.4.**

In case of loss, theft or destruction of the Vehicle key, indemnity limit for incurred damage shall be 300 euros and deductible is not applied upon compensating for the damage.

**6.5.**

In the event of damages incurred due to vandalism, Gjensidige shall apply the main deductible provided in the insurance policy.

**6.6.**

If damage occurs only to Vehicle glasses, Gjensidige shall not apply a deductible for the repair and exchange of Vehicle glasses, if not specified otherwise in the policy.

**6.7.**

In case of the full vehicle insurance option, Gjensidige shall not apply the main deductible for damages incurred due to a collision with an animal or a bird. In the event of a damage incurred due to avoiding a collision with an animal or a bird and violating the obligation of notification to Environmental Inspectorate/Emergency Response Centre, Gjensidige shall apply the main deductible. In addition, Gjensidige shall apply the main deductible, if a collision with an animal or a bird has not been established and damages on the Vehicle indicate that the damage occurred under different circumstances.

**6.8.**

Gjensidige shall not apply a deductible when using the Autoabi24 service.

**6.9.**

In the event of interruption of use, Gjensidige shall apply a time period as a deductible.

**6.10.**

Insurance contract may have various deductibles that are applied simultaneously for a single insured event.



### 6.11.

If following an insured event, the Vehicle is repaired or restored outside Estonia, Gjensidige shall apply a deductible of 20% of the amount of the incurred damage, but no less than the main deductible, for each insured event.

## 7. Insurance territory

### 7.1.

Insurance contract shall include the insurance territory, where the insurance contract is valid. Insurance territory may be:

**7.1.1.** Estonia, Latvia, Lithuania, Norway, Sweden, Denmark, Finland;

**7.1.2.** geographical area of Europe (excl. CIS countries + Ukraine);

**7.1.3.** upon an agreement (in addition to the provisions of clause 7.1.1 or 7.1.2), CIS territory within the geographical area of Europe + Ukraine.

## 8. Insurable value and sum insured

### 8.1.

**Sum insured** is the insurable value of the Vehicle, which is the maximum payment amount per one insured event. Sum insured shall not be reduced by the amount of paid compensations.

### 8.2.

**The insurable value** is the market value of the Vehicle at the time of an insured event. Market value is the local average sales price of the Vehicle.

**8.2.1.** In the event of the new value insurance, the insurable value shall be the first-hand selling price of the Vehicle.

**8.2.2.** For the insurance for residual value of a lease, the insurable value shall be the residual value of the lease pursuant to the lease agreement at the time of the insured event or the market value of the Vehicle, in the case that the residual value of the lease is lower than its market value.

### 8.3.

Indemnity limit for additional equipment for one insured event shall be specified in the policy. Indemnity limit for additional equipment shall not be added to the sum insured of the Vehicle.

### 8.4.

Indemnity limit for the accident insurance of a passenger for one insured event and one person shall be specified in the policy.

## 9. Safety requirements

### 9.1.

The Vehicle shall be serviced, used and kept prudently and securely, ensuring the compliance of the Vehicle with the roadworthiness requirements.

### 9.2.

During driving, the driver shall not engage in activities that may inhibit driving or the perception of traffic conditions.

### 9.3.

Policyholder shall use measures that are necessary for reducing the insurance risk (e.g. correctly fastened seatbelt, child safety seat and baggage, requirement of installing anti-theft devices, etc).

### 9.4.

When leaving the Vehicle, the Vehicle shall be locked, windows and hatches closed (roof installed in convertible Vehicles), removable and portable details of the audio, navigation and DVD system (e.g. removable front panel of the car stereo,

display of the DVD player, removable GPS device) and all registration documents and keys of the Vehicle removed and anti-theft devices activated, ensuring that the anti-theft device has actuated (e.g. the indicator light of the device indicates that the alarm is on and all the doors have been locked and windows and hatches have been closed).

### 9.5.

Keys and registration documents of the Vehicle shall be kept in a manner that prevents third persons from easily taking possession thereof (in a manner that eliminates the possibility of taking the aforementioned items from the policyholder without the use of force or threatening with violence).

### 9.6.

Mechanical and/or electronic keys, electronic remote controls of anti-theft devices and Vehicle's registration documents shall not be kept in the Vehicle.

### 9.7.

Trailer not coupled with the Vehicle shall be kept in fenced and locked or guarded territory.

### 9.8.

During parking at night-time (23:00–07:00), a trailer coupled with the Vehicle shall be kept in fenced and locked or guarded territory or trailer's anti-theft lock shall be used.

### 9.9.

Only Vehicle corresponding to technical requirements (incl. the Vehicle has passed the roadworthiness test required in the legislation) shall be driven, using tyres that are compliant and appropriate for the season and road conditions.

### 9.10.

The Vehicle shall not be driven with disregard to working and rest time.

### 9.11.

General traffic and fire safety requirements shall be adhered to and everything that can hinder traffic, endanger or harm people, assets or environment shall be avoided when using the Vehicle.

### 9.12.

The Vehicle's storage area shall meet the traffic and fire safety requirements.

### 9.13.

Following a loss event, the Vehicle may be used only if the Vehicle is in a required technical condition (incl. checking that the coolant, oil or fuel does not leak, the tyres are intact, the steering wheel and brakes are operational, headlights and direction indicator lights function, no details fall off the Vehicle while driving, etc.).

### 9.14.

If there is a possibility that the vehicle engine, gearbox or electrical system has received water damage, then the vehicle must not be started, but a tow truck must be ordered and the vehicle transported to a repair shop.

### 9.15.

When parking the vehicle in an area where natural floods occur (e.g. by the seaside), then weather forecasts, warnings and change in water level must be monitored and if necessary, the vehicle must be removed to a safer location in order to prevent damage.

## 10. Obligations of parties to the insurance contract

### 10.1.

Gjensidige and the policyholder are obliged to comply with the general insurance terms and conditions.

## 10.2.

The policyholder is obliged to:

**10.2.1.** submit the registration certificate of the Vehicle and, upon Gjensidige's request, sales contract of the Vehicle upon entering into an insurance contract, enable the representative of Gjensidige to inspect the Vehicle before entering into the insurance contract and during the term of the insurance contract, photograph the Vehicle and additional equipment and to review the condition of the Vehicle and documents necessary for insuring the Vehicle;

**10.2.2.** review parts of the insurance contract (application, proposal, insurance terms and conditions, additional terms and conditions, etc.) before entering into the insurance contract;

**10.2.3.** re-code alarm remote control/immobiliser, install additional immobiliser or switch door locks, if the insurance object is a used Vehicle for which policyholder has only one ignition key or one alarm remote control or one immobiliser key at the moment of insuring the Vehicle;

**10.2.4.** follow safety requirements, do everything in their power to prevent an insured event from occurring and to reduce potential damage (e.g. not leave items (handbag, shopping bag, cash, phone, etc.) that may increase the risk of breaking into the Vehicle in a visible place when leaving the Vehicle, etc.) and notify the actual user of the Vehicle of the obligations provided in this clause.

## 10.3.

Upon the occurrence of an insured event, the policyholder is obliged to:

**10.3.1.** notify Gjensidige or its representative of an insured event at the first opportunity, but no later than within 3 working days, doing so in person or through a representative in writing or in a format which can be reproduced in writing (via e-mail, application in Gjensidige's office, on the website) by providing information about the incident, presumed damage, witnesses, potential parties and culprit in the application, and proceed according to the Gjensidige's instructions. The obligation shall be deemed performed once the policyholder has reported the traffic accident and formalised it pursuant to clause 10.3.2;

**10.3.2.** report the traffic accident and formalise it pursuant to applicable legislation (Motor Third Party Liability Insurance Act, Traffic Act, etc.). In the event that the policyholder has been informed by an insurance company processing a traffic accident that the policyholder was the cause of the traffic accident, the policyholder is obliged to notify Gjensidige within 3 working days as of being informed thereof;

**10.3.3.** submit a written application to the police regarding a theft, robbery and vandalism without delay in order to initiate proceedings;

**10.3.4.** notify both the police and the Rescue Board of a fire without delay;

**10.3.5.** notify immediately the Environmental Inspectorate of a collision with an animal or a bird at the hotline number 1247 or the Emergency Response Centre at the number 112. When staying abroad, immediately inform the local Emergency Response Centre;

**10.3.6.** in the event that damage was incurred due to objects (i.e. drainpipe) or snow, ice, icicles, etc. falling from a building or a roof, immediately register the incident in writing in cooperation with the proprietor or manager of the building. In the event that registering the incident in writing in cooperation with the proprietor or manager of the building proves impossible, the loss event shall be registered at the scene together with the police or municipal police;

**10.3.7.** in the event of an incident that the policyholder is unable to accurately determine, call the police without leaving

the scene;

**10.3.8.** submit the remnants of the damaged Vehicle and its damaged parts or additional equipment (provided that they were insured) to Gjensidige for inspection in the condition following the insured event and before repairs. Before commencing with repair work, Gjensidige shall approve the repairs company and estimated cost of repair work in a format which can be reproduced in writing. The policyholder shall not commence with the repairs/restoration or disposal of the Vehicle without Gjensidige's respective approval;

**10.3.9.** if the insured event takes place outside of the Republic of Estonia, deliver the destroyed or damaged Vehicle to Gjensidige on the territory of the Republic of Estonia;

**10.3.10.** in the event of a theft, immediately submit all parts of the Vehicle's registration certificate and all sets of keys (incl. electronic and mechanical keys/remote controls to anti-theft systems) and removable details of audio, navigation and DVD system for compensation together with the application. In the event of a robbery, all keys and documents left in the possession of the policyholder shall have to be submitted;

**10.3.11.** in the event of a theft of the Vehicle's alloy wheels/tyres, immediately submit the security bolt key to Gjensidige, in case the security bolts are required for the Vehicle;

**10.3.12.** in the event of a traffic accident with truck or trailer, submit the tachograph data to Gjensidige immediately, but no later than within 5 working days after the loss event (in case the tachograph is required for the Vehicle);

**10.3.13.** provide Gjensidige with information necessary for determining Gjensidige's performance obligation.

The obligation to prove the occurrence of an insured event shall lie with the policyholder;

**10.3.14.** in the event of finding the stolen or robbed Vehicle, notify Gjensidige thereof within 2 working days at the latest, in a form enabling reproduction in writing;

**10.3.15.** professional drivers shall follow the AETR (European Agreement Concerning the Work of Crews of Vehicles Engaged in International Road Transport) conditions as well as legislation regulating working and rest time of drivers.

## 11. Compensation for damage

### 11.1.

General

**11.1.1.** Gjensidige shall compensate direct property damage and other justified expenses provided in the insurance contract.

**11.1.2.** Upon compensation, Gjensidige shall deduct the deductible and any potential compensation reductions arising from the insurance contract.

**11.1.3.** Ownership of the Vehicle or remnants and additional equipment of the Vehicle, the value of which has been compensated by Gjensidige, shall transfer to Gjensidige. In the event that the owner of the Vehicle wishes to retain the ownership of the Vehicle damaged in an insured event or fails to transfer it to Gjensidige, Gjensidige shall reduce insurance indemnity by the value of the respective property following the insured event.

**11.1.4.** In the event that the policyholder or a beneficiary gets the stolen or robbed Vehicle or its part back in his/her possession, its possession shall be transferred to Gjensidige or the insurance indemnity shall be returned.

### 11.2.

Compensation upon restoration of the Vehicle or its part

**11.2.1.** In the event of compensating the costs of restoring the



Vehicle or its part, Gjensidige shall have the right to specify the place of restoration or organise and order the restoration itself. In the event of compensating the cost of replacing the parts of the Vehicle, Gjensidige shall have the right to specify, where the part to be replaced is sourced from (pursuant to the manufacturer's requirements for Vehicles with a current basic factory warranty). In the event that the policyholder or beneficiary does not agree to the aforementioned, Gjensidige shall compensate the damages in the extent it would have been upon adhering to the provisions of this clause.

**11.2.2.** Basic factory warranty is considered to be such Vehicle's warranty, where the age and mileage limit of the Vehicle has been determined by the factory. The prolongation of the basic warranty by the Vehicle's brand agency is also considered to be the basic factory warranty, if the content of the prolonged warranty does not differ from the basic factory warranty.

**11.2.3.** Factory colour warranty and body warranty after the end of the factory basic warranty shall not be considered basic factory warranty.

**11.2.4.** In the event that it has been decided that restoration of the Vehicle is financially or technically justified, Gjensidige shall compensate the cost of the justified restoration of the Vehicle, minus the deductible and reductions to the insurance indemnity provided in the insurance contract.

**11.2.5.** The Vehicle or its parts shall be restored using spare parts that comply with the age and technical condition of the Vehicle, reasonably taking into consideration reduction in value due to depreciation. This applies also to the use of material necessary for restoring the coating covering the paint of the Vehicle.

**11.2.6.** Gjensidige shall compensate the cost of repairing and replacing the engine, body, transmission, chassis and systems and mechanism associated with it up to the cost of the original parts and the arrangement prescribed by the manufacturer of the Vehicle, irrespective of which engine, body, transmission, chassis and systems and mechanism associated with it had been installed in the Vehicle at the time of insuring the Vehicle (tuning of the Vehicle).

**11.3.**  
Compensation upon theft or destruction of the Vehicle or its part

**11.3.1.** In the event of a robbery or theft of the Vehicle or if the restoration of the Vehicle is not financially justified, Gjensidige shall compensate the insurable value of the Vehicle, but no more than the sum insured provided in the insurance policy.

**11.3.2.** In the event of a stolen or destroyed wheel/tyre, Gjensidige shall replace only the stolen or destroyed wheel/tyre with an equivalent (i.e. pre-loss conditions shall be restored). In the event that replacement is not possible, Gjensidige shall compensate the market value of the wheel/tyre. Market value shall be the actual value of the wheel/tyre that Gjensidige shall calculate, taking into consideration its pre-loss condition and useful life.

**11.3.3.** In the event of a theft of an audio or DVD system with removable details, Gjensidige shall implement a 30% reduction of compensation upon failure to submit removable details (e.g. removable front panel of the audio system).

**11.4.**  
Compensation for Autoabi24 costs

Costs shall be compensated on the basis of the price list of Gjensidige's cooperation partner.

In a situation where some other company or person provided assistance to the Vehicle, Gjensidige shall compensate the cost pursuant to an original invoice, but no more than if the same service had been provided by Gjensidige's cooperation partner.

## 12. Insurance cover following a loss event

**12.1.**  
In the event of a robbery, theft or full destruction of the Vehicle, the insurance cover shall expire as of the day of the insured event.

**12.2.**  
Gjensidige shall not be obligated to compensate the damage that has occurred after the expiry of the insurance cover.

## 13. Accident insurance of a passenger travelling in the Vehicle

**13.1.**  
Insured event of the accident insurance of a passenger shall be an event specified in clauses 3.1.1–3.1.5 and 3.2.2 of these terms and conditions, as a result of which Gjensidige shall compensate damage incurred to the Vehicle, and as a result of which person travelling in the Vehicle (hereinafter referred to as the Passenger) will get permanent disability or dies.

**13.2.**  
Maximum number of insured Passengers is equal to the number of seats provided in the registration certificate of the Vehicle.

**13.3.**  
Indemnity limit for one Passenger is provided in the policy.

**13.4.**  
In consequence of the insured event specified in clause 13.1, Gjensidige shall pay indemnity of permanent disability to a suffered Passenger, if the Passenger will have permanent damage to health as a consequence of the insured event. Damage to health is permanent, if customary functionality of a body part or sensory organ of a Passenger has not recovered within one year from the insured event.

**13.5.**  
The existence and extent of permanent disability in the meaning of these terms and conditions shall be determined one year after the insured event by a doctor named by Gjensidige, taking into account the health condition of the Passenger at the moment of determining the disability. If damage to health is permanent and there is no chance of recovery from injury, the permanent disability and its extent can be determined before one year has passed from the insured event.

**13.6.**  
Permanent disability shall be determined based on medical documents. Degree of disability identified by the decision of the state expert assessment is not binding for Gjensidige to determine the extent of permanent disability.

**13.7.**  
Indemnity of permanent disability shall be paid as a percentage of the indemnity limit of the Passenger. Percentage of the indemnity of permanent disability shall be determined by the table of permanent disability indemnity limits of accident insurance of a passenger (appendix to these terms and conditions).

**13.8.**  
If as a result of the insured event the Passenger will have more than one permanent disability, Gjensidige shall pay indemnity only for the most serious disability.

**13.9.**  
As a consequence of an insured event specified in clause 13.1, Gjensidige shall pay indemnity of death to the successor of the suffered Passenger, if the passenger dies within one year of the insured event.

**13.10.**

Gjensidige shall count off the indemnity of permanent disability previously paid to the Passenger from the indemnity of death.

**13.11.**

Indemnity for death shall be paid to the successor according to the succession certificate. In case of several successors, a successor shall be paid proportionally the part of the indemnity he or she is entitled to according to the succession certificate.

**13.12.**

In addition to exclusions specified in clause 5 and the general terms and conditions, Gjensidige shall not pay indemnity for permanent disability, if this is not mentioned in the table of permanent disability indemnity limits of accident insurance of a passenger.

## **14. Gjensidige's release from the obligation to perform the insurance contract**

In addition to the grounds specified in clause 5 and the general terms and conditions, Gjensidige shall be partially or fully released from the obligation to perform the insurance contract in the event that:

**14.1.**

the Vehicle was stolen with the help of a key the policyholder had left in the Vehicle or the Vehicle's (also electronic) key had left the possession of the policyholder due to negligence (excl. in the event of robbery) before the insured event;

**14.2.**

at the time of the theft of the Vehicle or its parts, the Vehicle had not been equipped with anti-theft equipment required by Gjensidige or the devices had not been actuated due to circumstances arising from the policyholder;

**14.3.**

damage to the Vehicle was incurred at a time when the Vehicle had illegally left the possession of the owner or its legitimate possessor and a respective written application had not been filed with the police;

**14.4.**

the Vehicle had not passed the state roadworthiness test by the prescribed time by the moment of the occurrence of the loss event, excl. in the event that the Vehicle was not participating in traffic;

**14.5.**

the person driving the Vehicle at the time of the occurrence of the insured event:

**14.5.1.** was under the influence of alcohol, drugs or psychotropic substances or took these substances after the occurrence of the traffic accident and before his/her level of intoxication was verified by the police or a medical institution or in the event that he/she refused to have his/her level of intoxication verified;

**14.5.2.** was in such a medical condition or fatigue disorder that prevented the driver from getting a precise perception of traffic conditions and the firm fulfilment of the legislation;

**14.5.3.** did not have the right to drive the respective category Vehicle or his/her right to drive had been suspended or stopped;

**14.5.4.** left the scene of the insured event, thereby violating the applicable legislation;

**14.5.5.** ignored the speed limit established with a traffic control device (e.g. traffic sign) or legislation;

**14.5.6.** ignored the use of the required safety equipment described in the Traffic Act;

**14.5.7.** ignored the requirement of notifying the Emergency Response Centre, when a person was injured or died in a traffic accident, as described in the Traffic Act.

# The passenger accident insurance permanent disability benefits table

## Nervous system disorders Permanent disability %

### 1. Head, spinal cord, and peripheral nervous system disorders

- |   |       |
|---|-------|
| 1) monoparesis (top, bottom)  | 25 %  |
| 2) hemiparesis and/or paraparesis   | 40 %  |
| 3) tetraparesis, loss of coordination, dementia   | 70 %  |
| 4) monoplegi  | 60 %  |
| 5) hemiparesis, paraplegia or tetraplegia, decortication syndrome                                       | 100 % |
| 6) pelvic organs function disorders, depending on the organ and the extent of the disorder, added up to | 70 %  |

### 2. Permanent cranial nerve paralysis 10 %

### 3. Peripheral nerve cross-section syndrome

- |   |      |
|---|------|
| 1) cross-section of the radial nerve, ulnar nerve and median nerve at the height of the arm and/or the wrist joint; cross-section of tibia nerve or fibula nerve at the height of lower leg and /or the ankle | 10 % |
| 2) cross-section of two or more nerves at the height provided in the previous point   | 20 % |
| 3) cross-section of one nerve at the height of the upper arm or thigh   | 25 % |
| 4) cross-section of two or more nerves at the height provided in the previous point   | 40 % |

## Vision organs Permanent disability %

### 4. Paralysis of eye accommodation in one eye 15 %

### 5. Hemianopsia (narrowing of the field of vision of one eye by a half), traumatic strabismus caused by eye muscle injury, ptosis, diplopia, concentric narrowing of the field of vision 15 %

### 6. Pulsating exophthalmos of one eye 20 %

### 7. Loss of vision

- |  |       |
|--|-------|
| 1) complete loss of vision in one eye      | 50 %  |
| 2) complete loss of vision of the only eye | 100 % |

Note: The extent of the injury of vision organs is determined in the post-treatment phase, not earlier than 3 months after the insurance event, on the basis of a medical certificate filled in at the follow-up examination

## Auditory organs Permanent disability %

### 8. Lack of an auricle

- |  |      |
|--|------|
| 1) lack of half of an auricle, or change in the outer shape change as a result of trauma, at least by a half | 10 % |
| 2) to full extent  | 20 % |

### 9. Hearing loss in one ear

- |                          |      |
|--------------------------|------|
| 1) more than 90 dB       | 10 % |
| 2) one ear deafness      | 20 % |
| 3) deafness in both ears | 50 % |

Note: Hearing loss is determined audiometrically after treatment, not earlier than three months after the insured event.

## Respiratory organs Permanent disability %

### 10. Removal of the lung

- |  |      |
|--|------|
| 1) Removal of lung lobe or partial removal of the lung | 20 % |
| 2) removal of one lung                                 | 35 % |

### 11. Injuries of larynx, trachea, tracheostomy with the constant need of cannula 20 %

## Digestive system

## Permanent disability %

### 12. Amputation of the tongue

- |                        |      |
|------------------------|------|
| 1) in the distal third | 15 % |
| 2) in the middle third | 30 % |
| 3) to full extent      | 60 % |

### 13. Post-esophageal injury

- |  |      |
|--|------|
| 1) constriction (permeable to the liquid food) | 40 % |
| 2) non-permeable (gastrostomy)                 | 60 % |

### 14. Post-injury colostomy 75 %

### 15. Partial removal of the liver (resection) due to trauma 15 %

### 16. Removal of the spleen due to trauma 8 %

### 17. Removal of the stomach after gastrointestinal injury 60 %

## Urinary and genital system Permanent disability %

### 18. Renal injuries

- |                                  |      |
|----------------------------------|------|
| 1) partial removal of the kidney | 5 %  |
| 2) removal of one kidney         | 10 % |

### 19. Post-urinary tract injury

- |  |        |
|--|--------|
| 1) reduction in the volume of the bladder                        | 1-10 % |
| 2) toxic glomerulonephritis, narrowing of urinary tract          | 25 %   |
| 3) traumatic toxicosis, cruch syndrome, chronic renal failure    | 30 %   |
| 4) non-permeability of the urinary tract, genitourinary fistulas | 40 %   |

### 20. Injury to a genital causing infertility 25 %

## Spine Permanent disability %

### 21. Complete immobility of cervical spine due to fracture 25 %

## Shoulder joint Permanent disability %

### 22. Shoulder joint ankylosis in a disadvantaged position 30 %

### 23. Pseudoarthrosis caused by humerus fracture 30 %

### 24. Traumatic amputation of an upper arm

- |   |       |
|---|-------|
| 1) a shoulder joint exarticulation        | 80 %  |
| 2) at any part of the upper arm           | 75 %  |
| 3) full amputation of the only upper limb | 100 % |

## Elbow joint and forearm Permanent disability %

### 25. Post-elbow joint injury

- |   |      |
|---|------|
| 1) elbow joint ankylosis  |      |
| a) the optimum position 90 to 110 degrees                       | 10 % |
| b) in maximum pronation added up to                             | 15 % |
| c) in maximum supination added up to                            | 20 % |
| 2) "cranky" or unstable joint (due to joint surfaces resection) | 20 % |

### 26. Traumatic amputation of an upper arm

- |   |       |
|---|-------|
| 1) a shoulder joint exarticulation                        | 70 %  |
| 2) forearm amputation at any height                       | 60 %  |
| 3) single limb traumatic amputation at the forearm height | 100 % |

### 27. Wrist joint ankylosis

- |   |      |
|---|------|
| 1) in a favorable position (20 degrees flexion to 20 degrees extension) | 15 % |
| 2) in an unfavorable position   | 25 % |

### 28. Post-traumatic amputation of the hand

- |  |       |
|--|-------|
| 1) traumatic amputation of all the fingers or the hand | 55 %  |
| 2) traumatic amputation of the only hand               | 100 % |

| <b>Thumb</b>  | <b>Permanent disability</b> | <b>%</b> |
|---|-----------------------------|----------|
| <b>29. After thumb injury</b>   |                             |          |
| 1) one joint ankylosis  |                             | 5 %      |
| 2) two joints ankylosis   |                             | 10 %     |
| <b>30. Amputation of the thumb</b>  |                             |          |
| 1) from the nail phalanx or the joint between the phalanxes   |                             | 15 %     |
| 2) from the proximal phalanx or metacarpophalangeal joint   |                             | 20 %     |
| 3) together with the metacarpal bone  |                             | 25 %     |
| <b>II-III-IV-V finger</b>   |                             |          |
| <b>31. After injury of fingers</b>  |                             |          |
| 1) one joint ankylosis  |                             | 5 %      |
| 2) each additional joint adds   |                             | 2 %      |
| <b>32. The index finger amputation</b>  |                             |          |
| 1) from the nail phalanx  |                             | 5 %      |
| 2) from the medial phalanx  |                             | 7 %      |
| 3) the proximal phalanx   |                             | 10 %     |
| 4) together with the metacarpal bone  |                             | 15 %     |
| <b>33. III, IV, V finger amputation</b>   |                             |          |
| 1) from the nail phalanx  |                             | 2 %      |
| 2) from the medial phalanx  |                             | 3 %      |
| 3) the proximal phalanx   |                             | 5 %      |
| 4) together with the metacarpal bone  |                             | 10 %     |
| <b>The pelvis, hip joint</b>  |                             |          |
| <b>34. Hemipelvectomy as a result of trauma</b>   |                             |          |
|   |                             | 75 %     |
| <b>35. Post-hip joint injury</b>  |                             |          |
| 1) ankylosis in a favorable position (30 degrees flexion, 0-5 degrees abduction, 10-15 degrees external rotation) |                             | 25 %     |
| 2) ankylosis in a disadvantaged position  |                             | 35 %     |
| <b>Thigh</b>  |                             |          |
| <b>36. Pseudoarthrosis after femur fracture</b>   |                             |          |
|   |                             | 25 %     |
| <b>37. Traumatic amputation of the thigh</b>  |                             |          |
| 1) on one limb from the hip joints, the upper third of the femur  |                             | 70 %     |
| 2) the medial or the lower third of the thigh   |                             | 60 %     |
| 3) from the only limb   |                             | 100 %    |

| <b>Knee joint</b>  | <b>Permanent disability</b> | <b>%</b> |
|--|-----------------------------|----------|
| <b>38. Post-knee joint injury</b>                                    |                             |          |
| 1) joint ankylosis in a favorable position (flexion 0 to 15 degrees) |                             | 10 %     |
| 2) joint ankylosis in an unfavorable position                        |                             | 20 %     |

| <b>Lower Leg</b>                                 | <b>Permanent disability</b> | <b>%</b> |
|--|-----------------------------|----------|
| <b>39. Traumatic amputation of the lower leg</b> |                             |          |
| 1) at any height                                 |                             | 45 %     |
| 2) exarticulation from the knee joint            |                             | 50 %     |
| 3) from the only limb                            |                             | 100 %    |

| <b>Ankle</b>  | <b>Permanent disability</b> | <b>%</b> |
|---|-----------------------------|----------|
| <b>40. Post-ankle joint injury</b>  |                             |          |
| 1) ankylosis in a favorable position (0 degrees plantar flexion to 10 degrees dorsal flexion) |                             | 15 %     |
| 2) ankylosis in a disadvantaged position  |                             | 25 %     |
| 3) upper ankle joint contracture with the mobility of less than 15 degrees                    |                             | 10 %     |
| 4) exarticulation from the upper ankle  |                             | 40 %     |

| <b>Foot</b>   | <b>Permanent disability</b> | <b>%</b> |
|---|-----------------------------|----------|
| <b>41. Traumatic amputation</b>   |                             |          |
| 1) ankylosis in a favorable position (0 degrees plantar flexion to 10 degrees dorsal flexion) |                             | 10 %     |
| 2) ankylosis in a disadvantaged position  |                             | 10 %     |
| 3) upper ankle joint contracture with the mobility of less than 15 degrees                    |                             | 15 %     |
| 4) exarticulation from the upper ankle  |                             | 25 %     |

| <b>Toes</b>  | <b>Permanent disability</b> | <b>%</b> |
|--|-----------------------------|----------|
| <b>42. Traumatic amputation</b>                                    |                             |          |
| 1) from the big toenail phalanx                                    |                             | 3 %      |
| 2) from the big toe proximal phalanx                               |                             | 5 %      |
| 3) loss of each II to V toe (amputation from the proximal phalanx) |                             | 2 %      |



Gjensidige



**ADB Gjensidige Estonian Branch**

**Registry code 11193232**

**Sõpruse pst 145**

**13425 Tallinn, Estonia**

**Phone +372 611 6112**

**info@gjensidige.ee**

**gjensidige.ee**