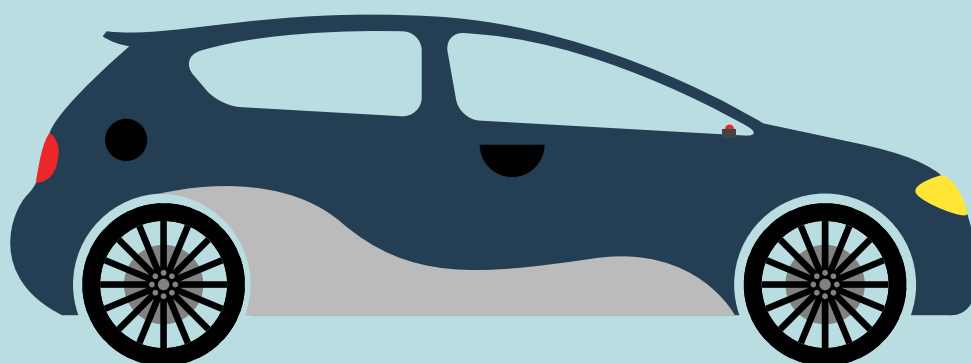


Terms and conditions of motor insurance

SK101-2018

Valid from 25.05.2018

Unofficial translation from Estonian



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Contents

| | | | |
|---|------------|---|-------------|
| 1. Object of insurance | p 3 | 9. Safety requirements | p 6 |
| 2. Increase in the possibility of insurance risk | p 3 | 10. Obligations of parties to the insurance contract | p 7 |
| 3. Insured event | p 3 | 11. Compensation for damage | p 8 |
| 4. Additional cover | p 4 | 12. Insurance cover following a loss event | p 8 |
| 5. Exclusions | p 5 | 13. Insurer's right of recourse | p 8 |
| 6. Deductible | p 6 | 14. Gjensidige's release from the obligation to perform the insurance contract | p 9 |
| 7. Insurance territory | p 6 | The passenger accident insurance permanent disability benefits table | p 10 |
| 8. Insurable value and sum insured | p 6 | | |

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Those terms and conditions shall apply to insurance contracts which are concluded in Gjensidige in which the object of insurance is a land vehicle registered in the Estonian national traffic register. Terms and conditions shall apply together with the general terms and conditions of Gjensidige.

1. Object of insurance

1.1.

The object of insurance shall be a land vehicle registered in the Estonian national traffic registry (hereinafter referred to as vehicle) with all of its factory components (standard equipment, excl. cargo covers separately installed in the cargo space).

1.2.

Additional equipment shall serve as an object of insurance only in the event that the policy makes reference to the insurance cover for accessories and to the amount of maximum pay-out (indemnity limit). 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 cover in the car boot that are not included in the standard equipment installed by the vehicle manufacturer.

The film on the details of the vehicle or which are coated with film and the ceramic or liquid glass coating the paint of the vehicle shall be insured as additional equipment only in the event of a special agreement with Gjensidige, a reference to which shall be made in the policy.

1.3.

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; other analogous 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.

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

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 object of insurance, changes made in Estonian national traffic registry which are related with 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 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 changes that increase the possibility of insurance risk and of all 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 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. Insured event

Gjensidige shall deem an insured event to be the destruction, damage to or loss of vehicle or its parts as a result of an event provided in the following insurance options:

3.1. Partial Casco

Gjensidige shall compensate:

3.1.1. damage (incl. collision with an animal or 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. damaged incurred due to an explosion;

3.1.5. damage incurred due to injuries intentionally caused to the vehicle by third persons (hereinafter referred to as vandalism);

3.1.6. interior glass damage (glass insurance). Gjensidige shall compensate damage caused to vehicle's glasses (passenger vehicle, small truck – interior glasses; motorcycle, truck, bus – windscreen) as a result of extra-vehicle force (excluding vandalism) in the event that the glass has to be repaired or, if

necessary, replaced in order to ensure compliance of the vehicle with the technological requirements.

Windscreen shall be deemed to be the glass in the driver's field of vision when the vehicle is driving in the forward direction, the surface of which is crosswise to the vehicle's longitudinal axis. Interior glasses shall be the front, rear and side glasses in the vehicle. Film installed on the glass shall also be compensated pursuant to 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 cover of the pickup toppers;

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 in the amount of up to 190 euros.

3.1.8. Autoabi24 – round-the-clock first aid for passenger vehicles (all category M1 vehicles and category N1 vehicles which have full mass up to 2300 kg in the traffic register) in the event of sudden and unforeseeable technical issues.

The service offers assistance on the European geographical territory (excl. Russia, Ukraine, Belarus, Moldova, Kazakhstan) according to the insurance territory range marked in the policy.

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 incorrect fuel or malfunction of dipped-beam headlights at a dark 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. batteries in the remote control are dead);
- passenger transport to one 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 insurance 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 operative vehicles.

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 list of Autoabi24 service are free of charge for the policyholder up to the limit 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 Casco

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 applied 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. costs of locking a lost/stolen key following the loss or theft of the vehicle key and recoding the remaining keys/alarm;

3.2.5. new value of the vehicle (new value insurance) – Gjensidige shall compensate the damage incurred as a result of an insured event in 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 (value insured of the vehicle equals the first-hand selling price) only under the following special conditions:

- the vehicle has been in the possession of the owner as of the initial sale;
- no longer than 45 days have passed from the initial sale of the vehicle in retail to the moment of entering into the insurance contract;
- at the time of the insured event, the vehicle's mileage does not exceed 25,000 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 for on the basis of new value insurance only in the event that the full restore of the vehicle is not financially or technically justifiable.

4. Additional cover

4.1.

Interruption of use (can be added to the Partial Casco or Full Casco option) – Gjensidige shall compensate daily allowance for the lack of an option to use the vehicle. The amount of daily allowance shall be specified in the policy.

4.1.1. Gjensidige shall deem lack of option to use to be the following:

- situation in which the vehicle is undergoing repair work at a repair shop to eliminate consequences of an insured event;
- period between the insured event and repairs, during which the vehicle may not be used in traffic pursuant to the provisions of the legislations. Gjensidige shall not consider lack of option to use to be loss of time due to the policyholder's unjustified activity/lack of activity;
- situation in which 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:

- Lack of usage of the vehicle is previously agreed with Gjensidige.
- form of insurance indemnity is financial compensation;
- deductible of interruption of use is 2 calendar days as

- of the day that the vehicle became unfit for use;
- Gjensidige pays insurance indemnity as of the third calendar date following the day of emergence of the lack of option to use, paying compensation for up to 16 calendar days per one insured event;
- max 3 insured events are compensated for during an insurance period of one calendar year.

4.2.

Insurance for residual value of a lease (can be added to the Full Casco 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 together with value added tax in the amount of up to 35,000 euros. In the event that the residual value of a lease is smaller than the market value, Gjensidige shall compensate the market value of the vehicle.

4.2.1. Insurance for residual value of a lease shall be applicable under the following terms and 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. Gjensidige shall accept banks or leasing companies associated with the bank registered in Estonia, also foreign banks or Estonian branches of leasing companies associated with the bank.

4.3.

Accident insurance of a passenger travelling in a vehicle (possible to choose additionally to Partial casco or Full casco package) is a cover offered for additional payment (see in detail p13).

5. Exclusions

In addition to point 14 and points mentioned in general conditions Gjensidige shall not compensate:

5.1.

damage in the event that the theft of the vehicle or parts thereof was accompanied by some other injury to the vehicle and the vehicle was not insured with the Full Casco 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.

priority delivery costs for spare parts;

5.4.

damage incurred due to improper alterations, insufficient or incorrect maintenance, handling, cleaning or repairs of the vehicle or the parts thereof;

5.5.

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

5.6.

damage incurred due to regular use and wear and tear of the vehicle and parts thereof (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 damages 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 internal part of the vehicle (e.g engine, gearbox) due to breakage or other malfunction inside this part of the vehicle or other internal breakage or malfunction of the vehicle (technical break-down). If an insured object is damaged externally due to the specified reasons, Gjensidige shall compensate for damage caused due to the external damage;

5.11.

damage incurred during loading and/or lifting work;

5.12.

damage caused to the interior of the vehicle by animal or bird;

5.13.

damage caused to the interior of the vehicle by passengers;

5.14.

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

5.15.

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

5.16.

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

5.17.

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

5.18.

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

5.19.

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

5.20.

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

5.21.

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

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 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 implement main deductible or percentage of the vehicle's market value if so agreed in the insurance contract.

6.3.

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

6.4.

In the event of losing or theft of the vehicle key, Gjensidige shall implement the percentage of deductible for theft provided in the policy.

6.5.

In the event of damages incurred due to vandalism, Gjensidige shall implement the percentage of deductible for vandalism provided in the insurance policy, but no less than the main deductible.

6.6.

If damage occurs only to salon glasses, Gjensidige shall not implement a deductible for the repair and exchange of salon glasses if not marked otherwise in policy.

6.7.

In the event of the Full Casco option, Gjensidige shall not implement 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 violate the obligation of notification to Environmental Inspectorate, Gjensidige shall implement main deductible.

6.8.

Gjensidige shall not implement a deductible in the event of using the Autoabi24 service.

6.9.

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

6.10.

Insurance contract may have various deductibles that are implemented simultaneously in the event of a single insured event.

6.11.

In the event that following an insured event, the vehicle is repaired or restored outside of Estonia Gjensidige shall implement a deductible of 20% of the amount of the incurred damage, but not less than the main deductible.

7. Insurance territory

7.1.

Insurance contract shall include the insurance territory where the insurance contract is applicable. 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 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.

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 new value insurance, the insurable value shall be the first-hand selling price of the vehicle.

8.2.2. In the event of an insurance of residual value of lease, the insurable value shall be the residual value of lease pursuant to the lease agreement at the time of an insured event or the market value of the vehicle, provided that the residual value of lease is smaller than the market value.

8.3.

Indemnity limit for standard and additional equipment for one insured event shall be marked in policy. Indemnity limit for standard and additional equipment shall not be added to the sum insured of the vehicle.

8.4.

Indemnity limit for accident insurance of passenger for one insured event and one person shall be written in 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 technological 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 uses 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, installation of safety bolts/nuts on alloy wheels, etc.) shall be met.

9.4.

In the event of 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 shall be activated, ensuring that the anti-theft device has become engaged (e.g. the indicator light of the

device indicates that the alarm is on and all 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.

Only vehicle which corresponds to technical requirements (incl. the vehicle has passed the technical inspection provided in the legislations) shall be driven, using tyres that are compliant and appropriate for the season and road conditions.

9.8.

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

9.9.

General traffic and fire safety requirements shall be adhered to when driving the vehicle and all which can hinder traffic shall be avoided from, endanger or harm people, assets or environment;

9.10.

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

9.11.

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.).

10. Obligations of parties to the insurance contract

10.1.

Gjensidige and the policyholder are obliged to perform the general terms and conditions of insurance.

10.2. The policyholder is obliged to:

10.2.1. upon entering into an insurance contract, submit the certificate of registration of the vehicle and, upon Gjensidige's request, sales contract of the vehicle, 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 (request, 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 object of insurance is used vehicle for which policyholder has only one remote key or one alarm remote control or one immobiliser key at the moment of insuring this vehicle.

10.2.4. perform 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 that enables written reproduction (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 legislations (Motor Third Party Liability Insurance Act, Traffic Act, etc.). In the event that the policyholder has been informed by an insurance agency processing the traffic accident of the fact 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 the Environmental Inspectorate of a collision with an animal or a bird at the hotline number 1313 or the Rescue Service at the number 112;

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 superintendent of the building. In the event that registering the incident in writing in cooperation with the proprietor or superintendent 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 that enables written reproduction. The policyholder shall not commence with the repairs/restoration or disposal of the vehicle without Gjensidige's respective approval;

10.3.9. in the event that 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 certificate of registration and all sets of keys (incl. electronic keys/remote controls to anti-theft systems) and removable details of audio, navigation and DVD system together with the application for compensation. 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;

10.3.12. 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;

10.3.13. in the event of finding the stolen or robbed vehicle, notify Gjensidige thereof within 2 working days, at the latest, in a format that enables written reproduction.

11. Compensation for damage

11.1. General principles

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 a part thereof back in his/her possession, the possession thereof shall be transferred to Gjensidige or the insurance indemnity shall be returned.

11.2. Compensation upon restoration of the vehicle or a part thereof

11.2.1. In the event of compensating the costs of restoring the vehicle or a part thereof, Gjensidige shall have the right to specify the restoration location or organise and order the restoration itself. In the event of compensating the cost of replacing 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 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. 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.

11.2.3. The vehicle or parts thereof 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 paint of the vehicle.

11.2.4. Gjensidige shall compensate the cost of repairing and replacing the engine, body, transmission, chassis and systems and mechanism associated with thereof up to the cost of the original parts and the integrity thereof prescribed by the manufacturer of the vehicle, irrespective of which engine, body, transmission, chassis and systems and mechanism associated with thereof 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 a part thereof

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, the 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 conditions 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 a 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 a 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 damage that has occurred after the expiry of the insurance cover.

13. Accident insurance of passenger travelling in vehicle

13.1.

Insured event of accident insurance of passenger travelling in vehicle (hereinafter referred to as accident insurance of passenger) shall be event named in conditions p 3.1.1-3.1.5 and 3.2.2 because of which Gjensidige shall compensate damage incurred to vehicle, and in consequence of this event person travelling in vehicle (hereinafter referred to as passenger) will get permanent disability or passenger dies.

13.2.

Max number of insured passengers is equal to the number of seats marked in certificate of registration of the vehicle.

13.3.

Indemnity limit for one passenger is marked in policy.

13.4.

In consequence of insured event named in p 13.1 Gjensidige shall pay indemnity of permanent disability to a suffered passenger if a passenger will have permanent health detriment as consequence of the insured event. Health detriment is permanent when customary functionality of a body part or sensory organ of a passenger has not recovered within one year from the insured event.

13.5.

Existence and extent of permanent disability in the meaning of present conditions shall be determined one year after the insured event taking into account the health conditions of passenger in the moment of determining disability by a doctor named by Gjensidige. When health detriment is permanent and there is no expectation to heal, then permanent disability and its extent can be determined before one year from the insured event has passed.

13.6.

Permanent disability shall be determined based on medical documents. Level of difficulty of disability identified by decision of national expertise is not binding for Gjensidige to determine extent of permanent disability.

13.7.

Indemnity of permanent disability shall be paid as percentage of indemnity limit of passenger. Percentage of indemnity of permanent disability shall be determined by table of permanent disability indemnity limits of accident insurance of passenger.

13.8.

If by insured event passenger will have more than one disability Gjensidige shall pay indemnity for the most serious disability.

13.9.

As consequence of insured event named in p 13.1 Gjensidige shall pay indemnity of death to successor of suffered passenger if passenger dies within one year of the insured event.

13.10.

Indemnity of permanent disability previously paid to the passenger shall be counted off by Gjensidige from the indemnity for death.

13.11.

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

13.12.

In addition to p 5 and exclusions named in general conditions Gjensidige shall not pay indemnity for permanent disability if it is not mentioned in the table of permanent disability indemnity limits of accident insurance of passenger.

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

In addition to point 5 and basis named in general 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 that the policyholder had left in the vehicle or if the vehicle's (electronic) key had left the possession of the policyholder (excl. in the event of robbery) before the insured event due to negligence;

14.2.

at the time of the theft of the vehicle or parts of the vehicle, the vehicle had not been equipped with anti-theft equipment required by Gjensidige or the devices had not been engaged 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 legitimate possessor thereof and a respective written application had not been filed with the police;

14.4.

the vehicle had not passed the state conformity inspection of technical requirements in due 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 can be verified by the police or a medical facility or in the event that he/she refused to have his/her level of intoxication verified;

14.5.2. was in such a state of illness or fatigue that it prevented him/her from fully perceiving traffic conditions and following the requirements of legislations to the fullest extent;

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

14.5.4. left the scene of the insured event, thereby violating the legislations in effect; (e.g. when person were injured in the insured event but Rescue Service at the number 112 was not notified about this event);

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

14.5.6. ignored usage of required safety equipment described in Traffic Act.

14.5.7. ignored requirement of notifying Rescue Service when person was injured or died in traffic accident described in 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 % |

Thumb **Permanent disability %****29. After thumb injury**

- 1) one joint ankylosis 5 %
- 2) two joints ankylosis 10 %

30. Amputation of the thumb

- 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 %

II-III-IV-V finger **Permanent disability %****31. After injury of fingers**

- 1) one joint ankylosis 5 %
- 2) each additional joint adds 2 %

32. The index finger amputation

- 1) from the nail phalanx 5 %
- 2) from the medial phalanx 7 %
- 3) the proximal phalanx 10 %
- 4) together with the metacarpal bone 15 %

33. III, IV, V finger amputation

- 1) from the nail phalanx 2 %
- 2) from the medial phalanx 3 %
- 3) the proximal phalanx 5 %
- 4) together with the metacarpal bone 10 %

The pelvis, hip joint **Permanent disability %****34. Hemipelvectomy as a result of trauma** 75 %**35. Post-hip joint injury**

- 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 %

Thigh **Permanent disability %****36. Pseudoarthrosis after femur fracture** 25 %**37. Traumatic amputation of the thigh**

- 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 %

Knee joint **Permanent disability %****38. Post-knee joint injury**

- 1) joint ankylosis in a favorable position (flexion 0 to 15 degrees) 10 %
- 2) joint ankylosis in an unfavorable position 20 %

Lower Leg **Permanent disability %****39. Traumatic amputation of the lower leg**

- 1) at any height 45 %
- 2) exarticulation from the knee joint 50 %
- 3) from the only limb 100 %

Ankle **Permanent disability %****40. Post-ankle joint injury**

- 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 %

Foot **Permanent disability %****41. Traumatic amputation**

- 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 %

Toes **Permanent disability %****42. Traumatic amputation**

- 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 %

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