

TERMS AND CONDITIONS OF WILD ANIMAL COLLISION INSURANCE

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1. CONCLUSION OF CONTRACT FOR WILD ANIMAL COLLISION INSURANCE

- 1.1 Insurer shall issue an insurance policy, based on data presented by the Policyholder. Insurance contract shall take effect on the day following the reception of insurance premium or the first instalment of insurance premium. Insurance cover shall commence on the first day of the insurance period specified on the insurance policy, if insurance premium is paid in due time. Insurance cover shall be valid during the insurance period specified on the insurance policy.
- 1.2 If the Policyholder fails to pay the insurance premium, it is assumed that s/he did not wish to conclude the contract under the policy conditions and the contract has not been concluded. In this case there shall be no insurance cover.
- 1.3 Insurance contract is only concluded if a motor TPL insurance policy in respect of the vehicle specified in the insurance contract has previously been issued by the Insurer or if the Insurer issues a motor TPL insurance policy together with the wild animal collision insurance policy (data regarding the conclusion of these insurance contracts may be presented on a single policy).

2. INSURED OBJECT

- 2.1 Insured object shall be the passenger car or the van (category M1, M1G, N1 and N1G) specified in the insurance contract, in the factory configuration, that is in normal use and has been registered in the Republic of Estonia. Optional equipment permanently attached to the vehicle shall be insured to the extent of 10% of the value of the vehicle in the factory configuration.
- 2.2 Equipment that is not permanently attached to the vehicle shall not be considered an insured object.
- 2.3 Insurance shall not cover the following:
 - 2.3.1 Vehicles that have not passed the technical inspection;
 - 2.3.2 Racing and rally cars;
 - 2.3.3 Vehicles running on ropes/cables or rails.

3. INSURED EVENT

- 3.1 Insured event in the case of a wild animal collision insurance shall be an unforeseen and sudden damage or loss of the insured object as a result of a collision with wild animal. Insured event must be duly registered with the police.
- 3.2 For the purposes of these Terms and Conditions, the following shall be considered as wild animals: brown bear, wolf, elk, red deer, wild boar, roe deer, lynx, grey seal, fox, jackal, raccoon dog, mink, ferret, European pine marten, beech marten, badger, beaver, muskrat, European hare, mountain hare.

4. EXCLUSIONS

- The following shall not be considered as an insured event:
- 4.1 Damage caused by preventing the collision with wild animal (e.g. driving off the road without colliding with wild animal);
 - 4.2 Damage caused by driving on off-road terrain;
 - 4.3 Damage caused to the insured object for any other reason after the occurrence of the insured event;
Example: the vehicle is damaged while being towed from the scene, unlawful acts are committed at the scene in respect of the unattended vehicle
 - 4.4 Damage caused to a vehicle, which had not passed the technical inspection at the time of the damage;
 - 4.5 Damage that occurred as a result of an event that took place outside the Republic of Estonia;
 - 4.6 Damage caused by inadequate circulation of oil or coolant in the engine or its accessories, gearbox, transmission or cooling system. The exclusion shall not apply if the insufficient circulation of oil or other liquid was directly caused by the collision with wild animal. Additional damage shall not be considered as an insured event if the vehicle is continued to be used after the occurrence of the loss event, without the driver having checked whether the vehicle is in a condition that meets the technical requirements;
 - 4.7 Any case where the vehicle was used by an authorized person for illegal purposes or for aiding the offence;
 - 4.8 Gross negligence of the Policyholder or any intentional violation of legal requirements by the Policyholder when using the vehicle, thus knowingly increasing the probability of the occurrence of loss event.

5. SUM INSURED

- 5.1 Sum insured shall be the amount of money specified in the contract, which is the limit for the payment of insurance indemnity upon the occurrence of the insured event. Sum insured shall not decrease due to the payment of the insurance indemnity.

6. DEDUCTIBLE

- 6.1 Deductible shall be the amount of money specified in the insurance contract, by which the Insurer's obligation to perform is reduced.

7. GEOGRAPHICAL VALIDITY OF THE CONTRACT

- 7.1 Insurance contract shall be valid in the territory of the Republic of Estonia.

8. POLICYHOLDER'S OBLIGATIONS

- 8.1 Policyholder or the legitimate holder of the vehicle is required to inform other persons of the obligations arising from the insurance contract before handing over the possession of the vehicle.
- 8.2 Policyholder or the legitimate holder of the vehicle is required to immediately notify the police at the scene of the collision with wild animal and to follow the instructions and orders given by the police.
- 8.3 Policyholder is required to notify the Insurer in writing of the following changes no later than within five working days:
- 8.3.1 Disposal of the vehicle;
 - 8.3.2 Change of name or contact details;
 - 8.3.3 Double insurance;
 - 8.3.4 Bankruptcy proceedings initiated against the owner of the insured object;
 - 8.3.5 Other changes in the circumstances affecting the risk notified to the Insurer upon concluding the insurance contract or specified in the insurance contract.
- 8.4 If the Policyholder or another legitimate holder of the vehicle fails to comply with a requirement provided in Section 8 and this violation has an effect on the increase of insurance risk or determination of the Insurer's obligation to pay the indemnity or the amount of the indemnity, the Insurer shall be entitled to reduce the indemnity or refuse to pay the indemnity.

9. SAFETY REQUIREMENTS WHEN DRIVING A VEHICLE

- 9.1 Requirements for the mitigation of loss event risk
- 9.1.1 Driver must be entitled to drive a vehicle of the respective category and hold a valid driving license and a valid medical certificate.
- 9.1.2 Vehicle must not be driven when sick, exhausted or being under the influence of drugs affecting the speed of reactions, alcohol, narcotic drugs or psychotropic substances, or in any other condition that prevents the safe operation of vehicle. For proper compliance to this requirement, the driver shall assess his/her status both immediately before the commencement of driving and continuously during the driving. Driver shall immediately stop the driving, if there are any indications of sudden illness, health disorder or exhaustion during the driving. If the driver falls asleep or loses consciousness for any other reason while driving, it is deemed that the person has violated the safety requirements provided in this point.

- 9.1.3 A person who is not entitled to drive a vehicle of the respective category and does not hold a valid driving license or a valid medical certificate shall not be allowed to drive the vehicle.

- 9.1.4 A person who is intoxicated or under the influence of a psychotropic substance shall not be allowed to drive the vehicle, and the authorization to use the vehicle shall not be given without being entitled to do so.

- 9.1.5 Driver is required to comply with speed limits introduced by the relevant traffic control measures or legislation.

- 9.1.6 Vehicle must meet the requirements established by legislation.

- 9.1.7 Directives and requirements of the Insurer's representative, as well as orders given by the police and other competent authorities must be followed.

- 9.2 If the Policyholder violates a safety requirement provided in Section 9, increasing thus the occurrence risk of insured event or the level of loss, the Insurer shall be entitled to reduce the indemnity or refuse to pay the indemnity.

10. ACTIONS IN CASE OF A LOSS EVENT

- 10.1 In the event of a loss event, the Policyholder or another legitimate holder of the vehicle is required to comply with the following requirements:

- 10.1.1 To make every effort to prevent further damage;

Example: after an accident, the vehicle may only be used if the driver has checked and made sure that the vehicle is in a condition that meets the technical requirements, including it has no oil, fuel or coolant leaks, and its brakes, lights, tires, etc. are in working order

- 10.1.2 To take measures for rescuing the vehicle and reducing further damage;

- 10.1.3 To take a photo or a video of the scene and the damaged vehicle immediately after the accident;

- 10.1.4 To participate in clarifying the circumstances of the incident at the scene, including defining the scene;

- 10.1.5 The driver involved in the insured event is required to allow his/her intoxication to be checked;

- 10.1.6 The driver involved in the insured event may not consume alcohol, narcotic drugs or psychotropic substances until the circumstances have been clarified at the scene and/or before the intoxication examination;

- 10.1.7 To immediately report the incident to the police;

- 10.1.8 To notify the Insurer of the incident in writing no later than within two working days after the loss event, providing all true information known to him/her about the circumstances of the loss, the place of the loss event, the amount of loss, and information on witnesses and parties involved, as well as demonstrate the place of the loss event if requested by the Insurer;

- 10.1.9 To follow further instructions of the Insurer;

- 10.1.10 To submit the damaged vehicle in the post-loss event condition to the Insurer for inspection. Policyholder shall not be entitled to start restoring or disposing of the vehicle without the prior agreement of the Insurer's representative.

- 10.2 Policyholder shall be liable for proving the damage, including for submitting the evidence.

- 10.3 If a part of the loss is not proved or the Insurer's obligation to pay the indemnity is partially contestable, the part of the loss which has been proved and which is not disputed shall be indemnified within the prescribed period.
- 10.4 All statements, requests and explanations must be submitted in writing or in a form that can be reproduced in writing.
- 10.5 If the Policyholder or another legitimate holder of the vehicle fails to comply with a requirement provided in Section 10 and such violation has an effect on the Insurer's obligation to pay the indemnity or the amount of indemnity, the Insurer shall be entitled to reduce the indemnity or refuse to pay the indemnify.

11. INSURER'S OBLIGATIONS

Insurer is required to take the following actions:

- 11.1 To examine the documents submitted by the Policyholder;
- 11.2 To inspect the damaged vehicle within five working days of receipt of the application, provided that the vehicle is located in the Republic of Estonia;
- 11.3 To indemnify the damage caused due to the insured event not later than within one month from establishing that it was an insured event, based on the circumstances of the occurrence of damage, and after the Insurer has determined the amount of the damage;
- 11.4 To forward the decision to reduce the indemnity or refuse to pay the indemnity to the Policyholder within one month from the moment when the circumstances of the loss have been established, all required evidence, documents and applications have been submitted and the Policyholder's obligations to the Insurer have been fulfilled.

12. INDEMNIFICATION PRINCIPLES

- 12.1 Insurance indemnity shall be the part of the loss amount that is indemnified by the Insurer.
- 12.2 Insurance indemnity shall be limited to the normal price of the vehicle or its part.
- 12.3 The indemnity paid for the restoration or replacement of a vehicle may not exceed the sum insured.
- 12.4 The Insurer shall be entitled to postpone the decision to reduce the indemnity or refuse to pay the indemnity if a misdemeanour procedure or a criminal proceeding has been initiated against the Policyholder or the legitimate holder of the vehicle, which is legally connected with the decision to reduce the indemnity or refuse to pay the indemnity, until the decision in that case has entered into force.
- 12.5 The amount of loss shall be established by the Insurer.
- 12.6 Possible indemnification methods shall be as follows:
- 12.6.1 Restoration – if repairs are economically justified, the condition of the vehicle prior to the insured event shall be restored at a repair shop chosen under mutual agreement. If no agreement is reached on the repair shop, the repair shop shall be appointed by the Insurer;
- 12.6.1.1 If the Policyholder does not repair the vehicle at a repair shop appointed by the Insurer, the latter shall pay financial compensation. In this case, the amount of the insurance indemnity shall be limited to the estimated cost

of the repairs at the repair shop appointed by the Insurer, less the VAT;

- 12.6.1.2 If the non-VAT-liable Policyholder carries out repairs at a repair shop that was not chosen under mutual agreement, the Insurer shall issue a letter of guarantee to such repair shop at the request of the Policyholder in order to pay for repairs to the extent not exceeding the estimated costs of the repair shop;
- 12.6.2 Financial compensation – if the replacement or restoration of the vehicle or its part is not possible or feasible, the Insurer may pay financial compensation instead.
- 12.7 Insurer shall decide the method of indemnification.
- 12.8 During the repairs, the cost of spare parts and components of the appropriate age and quality shall be indemnified. If the damaged parts can be restored, the Insurer shall not be required to indemnify for the replacement of the parts with new ones.
- 12.9 If the tire damaged due to the insured event cannot be repaired, the Insurer shall pay financial compensation. The amount of compensation is calculated on the basis of the cost of a new tire, less depreciation. Only the cost of the damaged tire together with installation costs shall be indemnified.
- Example: A tire of the vehicle was damaged as a result of an insured event. It is not possible to obtain a similar tire and the Policyholder wishes to replace also the undamaged tire. The Insurer only pays indemnification for the damaged tire*
- 12.10 When calculating the amount of indemnity, the loss reductions specified in the insurance contract shall be deducted from the amount of loss.
- 12.11 Ownership of the damaged vehicle or its parts shall be transferred to the Insurer if they have been replaced or a contractual financial compensation has been paid for them in the amount of the insurable value less indemnity deductions.
- 12.12 The right of claim that the beneficiary has against the person responsible for causing the damage shall be transferred to the Insurer within the extent of the paid insurance indemnity. In order to fulfil this requirement, the Policyholder and other persons authorized to use the vehicle shall be required to submit the necessary documents.
- 12.13 Damage shall not be indemnified or the paid indemnity shall be returned:
- 12.13.1 If the damage has been caused intentionally by the Policyholder or the legitimate holder of the vehicle;
- 12.13.2 If the damage was not caused by an insured event;
- 12.13.3 In other cases, if the Insurer has been released from the indemnification obligation pursuant to law or these Terms and Conditions.