

GENERAL TERMS AND CONDITIONS OF MOTOR TPL INSURANCE CONTRACT

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1. DEFINITIONS

- 1.1. **Insurer** shall be Salva Kindlustuse AS.
- 1.2. **Policyholder** shall be the person who has signed an insurance contract with the Insurer.
- 1.3. **Injured person** shall be the person who is entitled to claim compensation for the damage from the Insurer in case of the occurrence of insured event in accordance with legislation.
- 1.4. **Client shall be the policyholder** to whom the Insurer provides insurance services.
- 1.5. **Client data** (including personal data) shall be any information that is known to the Insurer about the Client.
- 1.6. **Insurance cover** shall be the obligation of Insurer, delimited by legislation that forms an integral part of insurance contract, to pay the insurance indemnity or to perform other actions provided by insurance contract in case of insured event.
- 1.7. **Insured event** shall be the causing of damage on the occurrence of conditions provided by legislation.
- 1.8. **Insured object** shall be the third-party liability arising from the causing of damage with a vehicle, which is covered by the insurance contract, on the occurrence of conditions provided by legislation, if the bases of such liability and the conditions of compensation for the damage in relation to that liability is provided by legislation.
- 1.9. **Policy** shall be the document issued by the Insurer, which attests the conclusion of insurance contract. Policy may also have a different heading.
- 1.10. **Deductible** shall be the sum of money or another denomination (percentage of loss, period, etc.) specified in insurance contract by which the Insurer's obligation to perform is reduced.

2. DOCUMENTS OF INSURANCE CONTRACT AND APPLICATION OF CONDITIONS

- 2.1 The conditions of insurance contract are stated on the insurance policy or other documents that form a part of the contract. Prior acts of will, actions or agreements between the Insurer and the Policyholder shall not be considered as parts of insurance contract, unless otherwise provided in documents of insurance contract.
- 2.2 The documents of insurance contract shall be considered as a whole when performing and interpreting an insurance contract. In case of contradictions, the primary conditions to proceed from shall be the conditions stated on the policy as agreed separately between the Policyholder and the Insurer, then the conditions provided by legislation, and finally, these General Terms and Conditions of Insurance.
- 2.3 If a word is given a special meaning in the insurance contract, then this special meaning stated in the insurance contract shall be proceeded from when performing and interpreting the insurance contract.
- 2.4 In case of disputes, the Estonian version of the documents of insurance contract and the laws and regulations of the Republic of Estonia shall be applied.

3. CONCLUSION AND VALIDITY OF INSURANCE CONTRACT

- 3.1 In order to identify the person or examine his/her right of representation, the Insurer shall be entitled to require from the client or his/her representative an identity document and/or a document confirming the possession of the right of representation and to make copies of these documents.
- 3.2 The Insurer shall be entitled to refuse from making a transaction or to require additional documents, if it has doubts about the correctness of submitted documents or the identity of a person.
- 3.3 The person who wishes to conclude an insurance contract shall hold true to the application in the period 30 days starting from the presentation of this application to the other party.
- 3.4 The Insurer shall issue an insurance policy, based on data presented by the Policyholder. The validity period of insurance cover shall be stated on insurance policy.
- 3.5 With these General Terms and Conditions of Insurance, the Policyholder authorizes the person having an obligation to insure to represent the Policyholder in any matters related to the conclusion, validity and termination of insurance contract.
- 3.6 In case of an insurance contract that is automatically renewed, the automatic renewal arrangement shall only be applied to a person who was the Policyholder during the conclusion of insurance contract (e.g. insurance contract is not automatically renewed, if the Policyholder who was a natural person died before the renewal of insurance contract).
- 3.7 When the content of insurance policy deviates from the information provided by the Policyholder, this deviation shall be considered as approved by the Policyholder if the Policyholder does not deny it by any means that leaves a written record in 14 days of the reception of the policy.

- 3.8 The Policyholder shall be entitled to require a replacement policy from the Insurer, if the original policy is lost or destructed.
- 3.9 If the conclusion of insurance contract is mediated by insurance broker, it shall be assumed that:
- 3.9.1 The broker has presented to the Policyholder the required precontractual data on the insurance contract that the Insurer is offering, and sufficiently explained all options related to the contract and various types of insurance cover;
- 3.9.2 The conditions of mediated insurance contract are consistent with the insurable interest, which has been declared by the Policyholder and for which the insurance broker has been contacted in order to conclude an insurance contract.
- 3.10 The Insurer shall not be responsible for inadequate communication between the Policyholder and the insurance broker or in case the insurance broker mediates the conclusion of an insurance contract that is not consistent with the actual insurable interest of the Policyholder.

4. INSURANCE PREMIUM

- 4.1 The Policyholder shall be obligated to pay the insurance premium in the amount specified by insurance contract and guarantee that the insurance premium or the agreed instalment (hereinafter also: „the premium“) is received by the Insurer by the due date as provided by insurance contract.
- 4.2 The Policyholder shall be obligated to pay the premium specified in insurance contract irrespective of whether the Insurer has sent the respective reminder or an invoice to the Policyholder or not.
- 4.3 If insurance contract is prematurely terminated during the period of insurance due to cancellation or withdrawal or any other reason, the Insurer shall be entitled to withhold the cost of termination from any refunds made to the Policyholder.

5. DELAYS IN THE PAYMENT OF AND FAILURE TO PAY THE PREMIUM

- 5.1 If the premium or the first instalment due is not paid in 15 days after the conclusion of insurance contract, the Insurer may withdraw from the contract until the payment of premium/first instalment.
- 5.2 If the Policyholder does not pay the second or any subsequent instalment in time, the Insurer may set, by any means that leaves a written record, a payment deadline of at least 2 weeks for the Policyholder.
- 5.3 If the Policyholder does not pay the second or any subsequent instalment by the extended deadline, the Insurer shall be entitled to cancel the insurance contract with immediate effect. The Insurer may state in its notification on the extended payment deadline that the contract is considered as cancelled after the deadline if the Policyholder has not made the respective payments by the deadline.
- 5.4 If the Policyholder pays the premium, the Insurer considers it to be the payment of the first instalment due to the Insurer under the insurance contract in respect of which the premium is paid.
- 5.5 If the Policyholder is obligated to make concurrent payments of insurance premium to the Insurer for the insurance of various items and the Policyholder makes only a partial payment under the invoice, it shall be deemed that the Policyholder has failed to pay the insurance premium for all insured items.

6. NOTIFICATION OBLIGATION OF THE INSURER

During the insurance period, if there are any changes in the name, legal form or address of the Insurer or in the address of the Insurer's structural unit through which the contract was

concluded, or in the address of the competent insurance supervisory authority, the Insurer shall inform the Policyholder thereof through the Insurer's website or by using media channels.

7. NOTIFICATION OBLIGATION OF THE POLICYHOLDER AND CONSEQUENCES OF THE INFRINGEMENT OF THIS OBLIGATION

- 7.1 When concluding the contract, the Policyholder must inform the Insurer in writing about any circumstances known to the Policyholder that may influence the Insurer's decision to conclude the contract or to conclude it under the agreed conditions.
- 7.2 The Policyholder shall be obligated to give true and complete answers to the Insurer's questions, even if the Policyholder believes that the Insurer may already be aware of the respective fact.
- 7.3 When deciding on the conditions of an insurance contract, the Insurer relies on the data provided by the Policyholder. The Insurer shall consider the data provided previously by the Policyholder to be correct, unless it receives by any means that leaves a written record a notice regarding a change in this data.
- 7.4 The Policyholder must immediately notify the Insurer in writing of any change in insured risk. Change in insured risk shall mean *inter alia* any change in the purpose or in the place of use of insured vehicle and also the disposal of insured vehicle.
- 7.5 If the data presented to the Insurer has become incorrect or incomplete or if there are substantial changes in the circumstances characterising the insured object, the Policyholder shall be obligated to immediately notify the Insurer thereof in writing.
- 7.6 When deciding on the conditions of insurance contracts to be concluded for subsequent insurance periods, the Insurer shall also be entitled to proceed from the data provided by the Policyholder about the insured object and from the notices sent to the Insurer about the respective insured risk or the insured object.
- 7.7 The Insurer may withdraw from the contract, if the Policyholder did not notify the Insurer of any circumstances that were relevant for the conclusion of insurance contract and violated thus the notification obligation provided by Section 7 of these General Terms and Conditions, intentionally avoided learning about relevant circumstances or provided false information. The Insurer may withdraw from the contract on these grounds within a month from the date when the Insurer learned or ought to have learned about the violation of notification obligation provided by Section 7 of these General Terms and Conditions.
- 7.8 The Insurer cannot withdraw from the contract, if: the Insurer knew that the information was incorrect or knew about the circumstance that was not notified; the failure to notify or the provision of incorrect information was not the fault of the Policyholder; the Insurer had waived the right of withdrawal; or the circumstance that was not notified or in respect of which incorrect data was provided ceased to exist before the occurrence of insured event.
- 7.9 If the Insurer cannot withdraw from the contract under the provisions of Section 7 of these General Terms and Conditions, the Insurer may require from the Policyholder that the insurance premium is increased from the beginning of the current period of insurance. The Insurer may require an increase in insurance premium on these grounds from the Policyholder within a month from the day when the Insurer learned about the circumstance that was not notified by the Policyholder.

- 7.10 Provisions of Section 7 of these General Terms and Conditions shall be without prejudice to the Insurer's right to cancel the contract due to fraud.

8. NOTICES

- 8.1 If the insurance contract or the law provides the notification obligation of the Policyholder, the respective notice shall be sent to the Insurer in writing or by any means that leaves a written record.
- 8.2 Insurer's notices, insurance policies and other documents related to insurance contract shall be sent to the postal or e-mail address of the Policyholder as stated in the insurance contract.

9. DISPOSAL OF A VEHICLE COVERED BY INSURANCE OBLIGATION

- 9.1 If a vehicle covered by insurance obligation is disposed (e.g. sold, given away as a gift, replaced, etc.), the transferor and the transferee shall immediately notify the Insurer thereof in writing or by any means that leaves a written record.
- 9.2 If a vehicle covered by insurance obligation is disposed, the rights and obligations of the Policyholder shall be transferred to the person having the obligation to insure as of the date of entry made in the traffic register regarding the person having the obligation to insure.
- 9.3 Contractual rights and obligations of the Policyholder shall not be regarded as transferred in respect of the Insurer, unless the Insurer has become aware of the disposal of a vehicle covered by insurance obligation.
- 9.4 In case a vehicle covered by insurance obligation is disposed, the Insurer shall be entitled to cancel the insurance contract in respect of the transferee within a month after becoming aware of the disposal, by giving at least one month notice before the cancellation.

10. AGGRAVATION OF INSURED RISK

- 10.1 After the conclusion of insurance contract, the Policyholder has no right to increase the insured risk or allow the persons under his responsibility to increase it without the prior written consent of the Insurer.
- 10.2 The Policyholder shall immediately inform the Insurer in writing about the increase (including the increasing) of the insured risk, also in case the increase of the insured risk was caused by a publicly known fact that influenced also the insured risk of other policyholders.
- 10.3 In case the insured risk is increased, the Insurer shall be entitled to increase the insurance premium to be paid or to request an additional premium, considering the amount of insurance premium in a situation where the Insurer had known about the respective fact during the conclusion of insurance contract.

11. SAFETY REQUIREMENTS

- 11.1 The Policyholder shall be obligated to act with major care and concern in order to avoid adverse consequences.
- 11.2 During the possession of a vehicle, the Policyholder shall be obligated to follow all legal acts, regulations, instructions, orders, etc. that contain code of conduct for the purpose of guaranteeing safety, loss prevention and mitigation of potential loss.

12. TRANSFER OF CLAIMS TO THE INSURER

- 12.1 The potential right of recourse against third parties (e.g. the road owner, etc.) shall be transferred to the Insurer within

the paid insurance indemnity. The Policyholder shall be obligated to assist the Insurer in making the claim of recourse, by submitting the necessary data, documents, explanatory statements, etc.

- 12.2 The submission of recourse claims against the Policyholder or the driver shall be provided by legislation.

13. RESOLUTION OF DISPUTES

- 13.1 In order to settle an insurance dispute out of court, the Policyholder shall be entitled to refer the case to the motor TPL insurance conciliation body at the Estonian Insurance Association. Before the conciliation procedure, the claim in the disputed matter shall be submitted to the Insurer and the Insurer must be provided with an opportunity to reply to the claim (Additional information: www.eksl.ee).
- 13.2 Any disputes arising from insurance contracts shall be settled at court, including disputes in respect of which no agreement has been reached at the insurance conciliation body.
- 13.3 The Financial Supervision Authority supervises the compliance of the Insurer with legislation. The Financial Supervision Authority does not settle any contractual disputes between Insurers and Policyholders/Insured persons.