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Terms and conditions of motor vehicle insurance

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1. CONCLUSION OF CONTRACT FOR MOTOR VEHICLE INSURANCE

- 1.1 The insurance contract (hereinafter: the **contract**) is concluded between the Policyholder and Salva Kindlustuse AS (hereinafter: **Salva**). The contract is deemed to have been concluded and the insurance cover shall be in effect during the insurance period specified in the insurance policy (hereinafter: the **policy**), provided that the Policyholder pays the first insurance premium on time.
- 1.2 Until the first insurance payment is received, the contract is not be deemed to have been concluded and the insurance cover shall not be valid. Losses caused by damage or destruction of the insured object before the insurance cover becomes effective shall not be subject to indemnification under the contract.
- 1.3 If the first insurance premium to be paid by the Policyholder is more than 15 days overdue, the parties may agree to conclude a new contract, the insurance cover of which begins the day after the payment of the insurance premium. Upon the conclusion of a new contract, a new policy with a new insurance period shall be issued to the Policyholder.
- 1.4 If the parties do not reach an agreement regarding the conclusion of a new contract, the insurance premium paid after the due date shall be returned to the Policyholder.
- 1.5 In addition to the special rules for the conclusion of the contract described in this section, the conclusion of the contract, withdrawal from the contract, termination of the contract and payment of the insurance premium shall be subject to the rules provided in the General Terms and Conditions of Salva Insurance that were valid at the time of concluding the contract.

2. INSURED OBJECT

- 2.1 The insured object is a land vehicle or its trailer (hereinafter: the **vehicle**) registered in the national traffic register of the Republic of Estonia, which is in normal use and at the same level of configuration as at the time of initial sale. Normal use shall not include the use of the vehicle as a training vehicle, an emergency vehicle, a security company vehicle, a taxi, a short-term rental vehicle without a driver, or for transportation by agreement (e.g. Bolt), courier.
- 2.2 The following items shall be automatically insured together with the vehicle:
- Infant carriers and child safety seats located in the vehicle;
 - Charging cable located in the electric vehicle or connected non stationary to the vehicle for charging;
 - Installed roof box, roof rack, bicycle holder and tow bar.
- 2.3 Vehicles that are not in normal use as well as any additional equipment not included in the vehicle's configuration as at the time of initial sale can be insured by special agreement.
- 2.4 The insured vehicle shall be specified in the policy.

3. OBJECTS INSURED BY SPECIAL AGREEMENT

- 3.1 The following can be insured by special agreement together with the vehicle mentioned in section 2, up to the sum insured specified in the policy:
- A light trailer coupled with the vehicle, with a registered mass of up to 750 kg;
 - Personal items in the vehicle's luggage belonging to the driver or any passenger;
 - A bicycle that has been mounted on a bicycle holder attached to the vehicle – only against the accident risk (sub-section 7.2);
 - Life and health of persons in the vehicle.
- 3.2 The object insured by special agreement shall be specified in the policy.

4. ADDITIONAL EQUIPMENT INSURED BY SPECIAL AGREEMENT

- 4.1 If specifically mentioned in the policy, the objects and additional equipment permanently attached to the vehicle, which are not included in the vehicle's configuration as at the time of initial sale, but are listed in sub-section 4.1 (a) – (e), shall be insured up to the sum insured of the additional equipment specified in the policy. The sum insured for each item of such additional equipment shall be its normal price, but not exceeding, as a total of all items, the sum insured of the additional equipment insured by special agreement specified in the policy.

These objects and additional equipment shall include the following:

- a) Navigation, audio, TV, video (e.g. video recorder), taxi and multimedia devices;
- b) Vehicle body parts and accessories (e.g. additional lights, winch, pre-heater, gas device, running boards, bullbar, etc.);
- c) Special equipment and tools (e.g. refrigeration unit, mounted cranes, multilift equipment, diagnostic tools, medical equipment, special equipment for police and rescue vehicles);
- d) Vehicle body paintings and stickers;
- e) Light alloy wheels.

4.2 Additional equipment insured by special agreement and specified in the policy shall be covered by the term "the insured object".

5. EXCLUSIONS APPLICABLE TO THE INSURED OBJECT

The following objects shall not be insured and they are not protected by insurance cover:

- a) Vehicles that have not passed the technical inspection;
- b) Racing and rally cars;
- c) Vehicles running on cables, tracks or rails;
- d) Military vehicles;
- e) Protective wax, nano and ceramic coating;
- f) Tires and alloy wheels separate from the vehicle;
- g) Goods transported by or located in the vehicle.

6. GEOGRAPHICAL VALIDITY OF THE CONTRACT

6.1 Insurance cover shall apply to the insured object in the area of geographical validity specified in the policy.

6.2 Regardless of the area of geographical validity applicable to the insured object, the insurance cover of roadside assistance (Autoabi) shall be valid on public roads in the Republic of Estonia (except small islands) and Europe (except Russia, Ukraine, Belarus and Turkey).

7. INSURED EVENT AND INSURANCE RISKS

7.1 General

7.1.1 Insured event is a sudden, unexpected and unforeseeable damage, destruction or loss of the insured object during the validity of insurance cover under the conditions provided in the contract, unless any of the exclusions or limitations specified in the Insurance Terms and Conditions (hereinafter: the **Terms and Conditions**) is applicable.

7.1.2 Insurance risks shall be specified in the policy.

7.2 Accident

7.2.1 Accident is the damage or destruction of the insured object as a consequence of an external mechanical force, including a traffic accident.

7.2.2 Traffic accident is an unexpected and unforeseeable event outside the vehicle, which arises from the movement or position of the vehicle in traffic. Traffic accident shall also include a collision with any object or obstacle, driving off the road, hitting a pothole, and objects falling onto the vehicle.

7.2.3 The following shall not be considered a traffic accident:

- a) Damage caused to the insured object when loading or unloading the goods, unless the additional insurance cover for loading damage is specified in the policy;
- b) Damage caused to the insured object by the overturning or sinking of the vehicle or its coupled trailer without driving off the road, hitting a pothole or colliding with any object, unless the additional insurance cover for overturning or sinking is specified in the policy;
- c) Driving into an area covered with water;
- d) Damage caused by objects falling on the vehicle during a storm, hail or flood;

- e) Damage caused to the insured object as a result of fire, storm, flood, vandalism, theft, robbery or unauthorized use.

Example: The vehicle catches fire while driving or parking. The resulting damage is not considered an insured event under accident insurance, but a consequence of a fire.

7.3 Storm, hail and flood

Storm, hail and flood are considered to be a damage caused to the insured item directly by natural forces, such as storm, hail or flood, and by the falling of objects on the insured object as a consequence of these events.

7.4 Fire and explosion

7.4.1 Fire is considered to be a sudden, unexpected and unforeseeable damage or destruction of the insured object due to fire (including arson), smoke, soot, fire extinguishing operation or short-circuiting of electrical equipment and/or wiring, unless only electrical equipment and/or wiring is damaged.

7.4.2 Explosion is considered to be a damage or destruction of the insured object due to a sudden rise in temperature caused by the expansion of gas or vapours or due to the resulting shock wave.

7.5 Vandalism

7.5.1 Vandalism is considered to be an intentional damaging or destruction of the insured object by third persons (including the detonation of an explosive device).

7.5.2 Vandalism is considered to include a situation where the insured object is destroyed or damaged as a consequence of a fire or an explosion that was deliberately caused to the insured object by any third person.

7.6 Theft, robbery, unauthorized use

7.6.1 Theft is considered to be the removal of the insured object or a part thereof for the purpose of unlawful appropriation. Attempted theft shall also be considered theft. If an additional loss event occurs with the stolen insured object (e.g. the vehicle is involved in a traffic accident or set on fire after the theft was committed), it is considered that the loss has occurred due to theft.

7.6.2 Robbery is considered to be the removal of the insured item or a part thereof by any third person for the purpose of unlawful appropriation, by using violence or the threat of violence that is dangerous to life or health. Attempted robbery shall also be considered robbery. If an additional loss event occurs with the robbed insured object (e.g. the vehicle is involved in a traffic accident or catches fire after the robbery was committed), it is considered that the loss has occurred due to robbery.

7.6.3 Unauthorized use of the insured object is considered to be the unauthorized removal of the insured object by any third person against the will of the owner or legal possessor, for the purpose of temporary use and without the purpose of appropriation. If an additional loss event occurs during the unauthorized use of the insured object (e.g. the vehicle is involved in a traffic accident or catches fire during the unauthorized use), it is considered that the loss has occurred due to unauthorized use.

7.6.4 If the insured object had not been insured against theft, robbery and unauthorized use or if the Insurer refused to indemnify for the loss event that occurred due to the materialisation of these risks, then any other loss occurred due to the materialisation of these risks is also not considered to be an insured event.

8. ADDITIONAL INSURANCE COVER

8.1 General

Additional insurance cover shall be valid only if the respective note has been added to the policy.

8.2 Window insurance

8.2.1 Insured event under window insurance is considered to be a situation where the vehicle's windscreen, rear window or side window (including the film covering the window) is damaged or destroyed by a direct hit thereto. If it is possible to repair the damaged window, the reasonable repair costs of the window shall be indemnified.

- 8.2.2 The conditions for applying the deductible shall be specified in the policy.
- 8.2.3 Sunroof and glass roof shall not be considered to be insured objects.
- 8.2.4 Losses caused by damage of the window shall not be indemnified if the damage is related to normal wear and tear of the window (e.g. damage caused by windscreen wipers, or by cleaning the window from ice or snow).
- 8.2.5 Losses caused by damage or destruction of the window shall not be indemnified, if the window was so damaged and/or worn out and dull before the insured event that it would have required repair or replacement regardless of the damage caused by the insured event.
- 8.3 Collision with an animal or a bird without applying the deductible**
- 8.3.1 Damage to the insured object that was caused by the collision with animal or a bird shall be indemnified without applying the deductible if all the following conditions are met:
- Vehicle is repaired in the Republic of Estonia, Latvia or Lithuania;
 - The Emergency Response Centre or the Environmental Board has been immediately notified at the scene of the accident.
- 8.3.2 Damage to the insured object that was caused by avoiding the collision with an animal or a bird shall be indemnified without applying the deductible if all the following conditions are met:
- It is possible to prove, using the recording of the vehicle's on-board camera, that the accident occurred due to avoiding the collision with an animal or a bird;
 - Vehicle is repaired in the Republic of Estonia, Latvia or Lithuania.
- 8.4 Trip interruption**
- 8.4.1 If the trip with the insured vehicle is interrupted due to the occurrence of an insured event specified in sub-sections 7.2–7.6, the following shall be indemnified:
- Justified costs of the initial delivery of the vehicle to the nearest guarded parking lot or closed territory, to the extent specified in the contract;
 - Reasonable travel expenses of the driver and passengers to and within the Republic of Estonia, to the extent of the price of train, ship or bus tickets;
 - In the case an additional note is included in the policy, reasonable rental costs of a replacement vehicle or the cost of plane tickets, so that the driver and passengers could return to the Republic of Estonia.
- 8.4.2 The sum insured specified in the policy for the trip interruption insurance shall be indemnified for the entire group, not for each person separately.
- 8.5 Interruption of use**
- 8.5.1 Only the following situations shall be considered as the interruption of use (no possibility of use):
- The vehicle is in the premises of a repair company for the removal of damages caused by the occurrence of an insured event specified in sub-sections 7.2–7.6;
 - The vehicle cannot be used because of its technical condition that was caused by an insured event specified in sub-sections 7.2–7.6;
 - The technical condition caused by the insured event specified in sub-sections 7.2–7.6 does not allow the vehicle to be used in accordance with legislation
 - The vehicle is no longer in the use/possession of the legal possessor of the vehicle as a result of an insured event specified in sub-section 7.6.
- 8.5.2 If there is no possibility of use, the method of indemnification shall be financial indemnity.
- 8.5.3 The indemnity for the interruption of use shall only be paid if an insured event has occurred and Salva has a contractual obligation to indemnify for the loss. The daily allowance for the interruption of use shall also be paid if the loss is compensated by a third person upon the occurrence of an insured event.

A vehicle insured by Salva is damaged in a traffic accident caused by the driver of another vehicle. Even if the restoration of the vehicle is compensated under the motor TPL insurance contract of the vehicle that caused the traffic accident, Salva pays the daily allowance for the interruption of use.

- 8.5.4 Upon the occurrence of an insured event under interruption of use insurance, the indemnity for the interruption of use shall be paid for a maximum of 42 days in a single insurance period, for a maximum of 21 days for a single insured event.
- 8.5.5 If the damaged vehicle is repairable and can be driven, the indemnity for the interruption of use shall become payable from the first day of repairing the insured vehicle.
- 8.5.6 If the vehicle is destroyed, the indemnity for the interruption of use shall be paid from the day following the notification to Salva of the insured event. The same shall apply to a vehicle that is damaged and cannot be used for technical or legal reasons.
- 8.5.7 The amount of indemnity for the interruption of use per calendar day shall be specified in the contract.
- 8.5.8 The loss of time due to the Policyholder's behaviour shall not be considered "no possibility of use".
- 8.5.9 Upon the occurrence of an insured event under window insurance (sub-section 8.2), the indemnity for the interruption of use shall not be payable.
- 8.5.10 Interruption of use insurance shall not extend to an insured event concerning a light trailer (sub-section 8.8).
- 8.6 Road assistance insurance (Autoabi)**
- 8.6.1 Roadside assistance insurance can only be purchased for cars or vans whose registered weight is less than or equal to 3,500 kg.
- 8.6.2 Roadside assistance costs shall only be subject to indemnification under the contract on a condition that the roadside assistance is requested by calling the Salva Autoabi phone number 6844 444. Roadside assistance requested from any other service provider shall not be subject to indemnification.
- 8.6.3 Insured event under roadside assistance insurance is a sudden and unforeseen need for the use of roadside assistance due to the fact that the commencement or continuance of driving with the insured vehicle is hindered for technical reasons, and the required service is subject to indemnification under these Terms and Conditions.
- 8.6.4 The services covered by roadside assistance insurance shall be the following:
- a) Consultation in the event of a traffic accident;
 - b) Recording and processing the traffic accident at the scene in mainland Estonia, Saaremaa, Hiiumaa and Muhu island;
 - c) In the event of technical failure, consultation via the roadside assistance phone number, the arrival of assistance, if necessary, and the elimination of the failure;
 - d) In the case of damaged tire, the provision of assistance regarding the tire. In the absence of a spare wheel, the vehicle shall be towed to a repair shop;
 - e) In the case of empty battery, the provision of assistance for starting the vehicle. The assistance for starting the vehicle shall be provided a maximum of two times during a 30-day period;
 - f) Towing of an electric vehicle to the nearest charging point shall be provided a maximum of two times during the insurance period;
 - g) Fetching fuel if the vehicle has unexpectedly run out of fuel. The client must pay for the fuel;
 - h) The provision of lock assistance if the vehicle keys are lost, stolen or locked in the vehicle;
 - i) Towing the vehicle back to the road if the vehicle has driven off the road;
 - j) The provision of assistance if the vehicle is stuck in sand, snow, etc;
 - k) Towing of the vehicle and transport of the persons in the vehicle in mainland Estonia, Saaremaa, Hiiumaa or Muhu island, if:
 - 1) It is not possible to eliminate the failure on site;
 - 2) The event is considered an insured event and it is not technically possible or allowed to drive the vehicle according to the applicable legislation;
 - 3) The vehicle has been mistakenly filled with the wrong fuel.
- 8.6.5 Within mainland Estonia, the vehicle shall be towed to the client's desired location, and in Europe, the vehicle shall be towed to the nearest repair shop or guarded parking lot. If the client wants the vehicle to be towed to a small island located in the Republic of Estonia, the vehicle shall be towed to the nearest port from which the vehicle can be transported to the desired small island.

- 8.6.6 The sum insured for towing within the Republic of Estonia shall be 500 EUR and in Europe 800 EUR for a single insured event. The service shall be provided within the borders of the country where the event occurred, and the amount exceeding the sum insured shall be covered by the client.
- 8.6.7 If the event is not unexpected or unforeseeable (e.g. repeated provision of power for starting the vehicle), Salva can refuse to indemnify for roadside assistance.
- 8.6.8 The expenses for the purchase of vehicle accessories, spare parts, replacement keys or key fobs, fuel, oil or other liquids shall not be indemnified under the roadside assistance insurance. Phone costs, parking fees and the cost of using a taxi or other means of transport shall also not be indemnified.

8.7 Insurance of personal items in the luggage

- 8.7.1 In the case of insurance of personal items that are in the vehicle's luggage, the insured objects shall include the personal items that are located in the luggage compartment or in a hidden place in the passenger compartment of the locked vehicle specified in the contract.
- 8.7.2 Personal items in the luggage shall be insured against losses that may occur in the case of an insured event specified in sub-sections 7.2–7.6.
- 8.7.3 The sum insured for personal items in the luggage per insured event shall be specified in the policy. The sum insured shall apply to all items in total.
- 8.7.4 In the case an insured event under the insurance of personal items in the luggage occurs, the basic deductible pursuant to the contract shall be applied. If the insured vehicle has suffered damage in the course of the same event and the deductible for the insured vehicle is applied for indemnification, then a separate deductible for the insured event of personal items in the luggage shall not be applied.
- 8.7.5 Insurance of personal items in the luggage shall not cover the following:
- a) Cash, securities, articles of precious metal;
 - b) Works of art, antiques, collections;
 - c) Manuscripts, documents, photos, plans, drawings;
 - d) PCs, laptops and tablets, electronic data carriers, mobile phones, audio and video equipment;
 - e) Goods, cargo and loads transported as a service;
 - f) Pets;
 - g) Items in the light trailer.

8.8 Insurance of light trailer

- 8.8.1 The insured object is a light trailer coupled with a vehicle, with a registered mass of up to 750 kg.
- 8.8.2 For the insurance coverage to be valid, the light trailer must be connected to the towing device attached to the insured vehicle at the time of the insured event.
- 8.8.3 The technical condition and equipment of the light trailer must meet the requirements established by the manufacturer and the legislator.
- 8.8.4 Insurance of light trailer shall not extend to the items located in the trailer.
- 8.8.5 Light trailer shall be insured against the insured events specified in sub-sections 7.2–7.6.
- 8.8.6 The sum insured for a light trailer shall be specified in the policy.
- 8.8.7 In the case an insured event under the insurance of light trailer occurs, the basic deductible pursuant to the contract shall be applied. If the insured vehicle has suffered damage in the course of the same event and the deductible for the insured vehicle is applied for indemnification, then a separate deductible for the insured event of light trailer shall not be applied.
- 8.8.8 Damage resulting from overloading the light trailer shall not be subject to indemnification.

8.9 Bicycle insurance

- 8.9.1 Bicycle that has been mounted on a bicycle holder attached to the vehicle shall be insured against the accident risk (sub-section 7.2).
- 8.9.2 In the case of insured event under bicycle insurance, the deductible for the accident risk shall be applied. If the insured vehicle has suffered damage in the course of the same event and the deductible for the accident risk is applied for indemnification, then a separate deductible for the insured event under bicycle insurance shall not be applied.

8.9.3 The sum insured of the bicycle per insured event shall be specified in the policy. The sum insured shall apply to all items in total.

8.10 **Learner driver insurance for a family member**

In the case of a learner driver insurance for a family member, the loss caused by damage or destruction of the vehicle during the driving practice shall be indemnified if all the following conditions are met:

- a) The insured event specified in sub-section 7.2 has occurred;
- b) At the time of the insured event, the insured vehicle is driven by a person who is studying at or has completed a training course for motor vehicle drivers and can drive the vehicle under the supervision of an instructor;
- c) The instructor is a family member of the person practising the driving;
- d) The instructor is in the insured vehicle at the time of the insured event;
- e) The instructor has received a certificate or right to instruct from the Transport Administration of the Republic of Estonia;
- f) The person practising the driving is specified on the instructor's certificate or entered in the traffic register;
- g) The instructor meets all other requirements provided by legislation.

8.11 **Loss, destruction or theft of vehicle keys**

In the case a theft, loss or other unexpected and unforeseeable destruction or damage of vehicle keys and/or alarm remote controllers occurs, Salva shall indemnify reasonable costs of changing or recoding (if necessary) the key or the alarm remote controller and changing the locks, up to the sum insured specified in the policy.

8.12 **Loss or theft of vehicle registration certificate or driver's license**

In the case a destruction, theft or loss of the vehicle registration certificate or the driver's license of the user specified on the vehicle registration certificate occurs, the state fee for issuing a new document shall be indemnified.

8.13 **Lease value insurance**

8.13.1 Under the lease value insurance, the residual value of the lease contract of the vehicle that has been destroyed, stolen or robbed as a result of an insured event specified in sub-sections 7.2–7.6 shall be indemnified if all the following conditions are met:

- a) At the time of the insured event, no more than 7 years has passed since the initial registration of the vehicle;
- b) The vehicle has been in normal use during the insurance period. Normal use of the vehicle shall not include the use of the vehicle in a manner listed in sub-section 2.1 of the Terms and Conditions;
- c) The registered weight of the vehicle is less than or equal to 3,500 kg;
- d) The owner and lessor of the vehicle is a financial institution authorised in the Republic of Estonia or a leasing company belonging to it;
- e) At the time of the insured event, the contractual lease balance of the insured vehicle is less than or equal to 40,000 EUR.

8.13.2 If the contractual lease balance of the vehicle is less than the normal price of the vehicle at the time of the insured event, the normal price of the vehicle shall be indemnified.

8.14 **New value insurance**

8.14.1 Under the new value insurance, the purchase price of the vehicle that has been destroyed, stolen or robbed as a result of an insured event specified in sub-sections 7.2–7.6 shall be indemnified if all the following conditions are met:

- a) The vehicle has been in normal use during the insurance period. Normal use of the vehicle shall not include the use of the vehicle in a manner listed in sub-section 2.1 of the Terms and Conditions;
- b) The registered weight of the vehicle is less than or equal to 3,500 kg;
- c) The vehicle was purchased from an official dealership and the mileage of the vehicle at the time of purchase was less than or equal to 5,000 kilometres;
- d) The contract covering the vehicle was concluded within 30 days of its purchase;

- e) The age of the vehicle upon its destruction does not exceed a year from the first registration;
- f) The mileage of the vehicle before the occurrence of the insured event is less than or equal to 40,000 kilometres.

8.14.2 The new value insurance cover shall also apply to events where traffic accident was caused by the other party and the damage caused to the vehicle is indemnified by the insurer of the other party. In such a case the difference between the normal value of the vehicle to be indemnified under the mandatory motor TPL insurance and the purchase price of the vehicle shall be indemnified.

8.15 Loading damage insurance

Under the loading damage insurance, any losses arising from the damage or destruction of the insured object, which was caused by the loading or unloading of cargo or load, shall be indemnified.

8.16 Overturning or sinking insurance

Under the overturning or sinking insurance of a vehicle, any losses arising from the damage or destruction of the insured object, which was caused by the overturning or sinking of the vehicle, where the vehicle did not drive off the road, hit a pothole or collide with an object, shall be indemnified.

8.17 Health damage insurance

8.17.1 In the case of health damage insurance, the insured object is the life and health of the insured person to the extent specified in these Terms and Conditions.

8.17.2 The insured person shall mean any person present in the vehicle who uses the vehicle on a legal basis.

8.17.3 Any person who uses the vehicle without a legal basis, for example, who uses the vehicle without permission or drives a stolen or robbed vehicle or is present in the vehicle as a passenger during the aforementioned acts, shall not be considered the insured person.

8.17.4 Insured event within the meaning of these Terms and Conditions is an insured event (sub-sections 7.2–7.6) that occurs with the insured vehicle during the insurance period and the direct consequence of which is the permanent disability or death of the insured person.

8.17.5 In the case of health damage insurance, the types of insurance indemnity include permanent disability benefit and death benefit.

8.17.6 Permanent disability within the meaning of these Terms and Conditions is a medically proven permanent loss of a sensory organ, body part or its function, either in part or in full, which has developed within 1 (one) year after the occurrence of the insured event.

8.17.7 Death within the meaning of these Terms and Conditions is a case where death occurs as a result of an insured event within 1 (one) year from the occurrence of the insured event.

8.17.8 In total for both types of insurance benefits, a single sum insured specified in the policy shall apply. The sum insured shall apply separately for each insured person.

9. EXCLUSIONS

9.1 General

9.1.1 Exclusion is an event, damage or expense specified in the Terms and Conditions, which excludes or limits the obligation to pay insurance indemnity.

9.1.2 In addition to the exclusions provided in this chapter, the exclusions provided separately in each section that discusses insurance risk (section 7), additional insurance cover (section 8) or the principles of payment of insurance indemnity (section 13) and the exclusions provided in the General Terms and Conditions of Salva Kindlustuse AS shall apply.

9.1.3 Insured event shall not include a damage caused to the vehicle or a part thereof by the following:

- a) Normal use, wear and tear, rust, operational damage or loss of commercial value;
- b) Defects in design, construction or materials, and errors made by factory or repair shop;
- c) Inadequate circulation of oil or coolant in the vehicle's engine or its accessories, gearbox, transmission or cooling system. As an exception, the exclusion shall not apply if the inadequate circulation of oil or other fluid was due to a collision or driving off the road and the damage occurred immediately after the collision or driving off the road and before the further use of the vehicle;

- d) Water entering the vehicle's engine or power system. As an exception, the exclusion shall not apply if the damage occurred because the vehicle drove off the road, collided with another object, or the risk of storm, hail or flood materialized;
- e) The load carried in the vehicle or in the trailer coupled with the vehicle, if the loss event was not caused by a collision with any object or obstacle, driving off the road, hitting a pothole, or objects falling onto the vehicle;

Example: As a result of sudden braking of the vehicle, the load or luggage mounted on the vehicle starts to move and damages the vehicle. This event shall not be considered an insured event.

- f) Participation in competitions, training rides or endurance tests (including non-professional sports or unofficial competitions);
- g) Seizure;
- h) Any event where the vehicle was used by an authorised person for illegal purposes or in order to facilitate an offence;
- i) Intentional act, gross negligence or any intentional violation of legal requirements when using the vehicle by the Policyholder, the insured person or another person allowed to possess the vehicle, thereby deliberately increasing the probability of the occurrence of loss event or the amount of loss;

Example: The following is not considered an insured event: damage caused by driving the vehicle across a green area to avoid traffic jams, driving into a pedestrian area over traffic barriers, driving to a railroad crossing in a situation where the barrier has been lowered, passing a vehicle on the highway on the wrong side, or any other unreasonable and dangerous activity.

- j) Freezing or icing;
- k) Pets in the vehicle;
- l) Liquid flown out from a container.

9.1.4 The cost of the part or assembly that caused the damage, and a technical failure shall not be subject to indemnification.

9.1.5 The loss of the commercial value of vehicle rims is primarily considered to be the scratches or other minor defects on the rim, the presence of which does not prevent the further normal use of the rim.

Example: The vehicle drives against the curb resulting an aesthetic damage to the outer surface of the rim. This is a loss of the rim's commercial value, which is not considered a damage.

9.1.6 Theft, robbery and unauthorized use shall not include the removal of the insured item by fraud or extortion.

9.1.7 Insurance indemnity shall not be paid if the Policyholder, his/her representative or a person entitled to receive the indemnity provides incorrect information about the circumstances of the insured event or fails to provide material information or evidence.

9.1.8 If the case is controversial, the Policyholder must prove that it was not one of the cases specified in sub-sections 9.1.3 (a)–(l).

9.2 Exclusions of health damage insurance

9.2.1 An insured event within the meaning of these Terms and Conditions shall not include the following:

- a) Illness of the insured person, unless the illness was directly caused by a traffic accident;
- b) Destruction, loss or damage to the insured person's teeth and dentures;
- c) The occurrence of mental disorder in the insured person, unless the mental disorder has arisen from a traumatic brain injury caused by a traffic accident;

- d) Insured person is knowingly endangering his/her life or health, and any self-harm, suicide or suicide attempt by the insured person;
 - e) Permanent disability or death of the insured person, if a previous illness or physical injury contributed to its occurrence.
- 9.2.2 If damage to the insured vehicle is not subject to indemnification under the contract, the permanent disability benefit or death benefit shall also not be paid.

10. OBLIGATIONS OF THE POLICYHOLDER

10.1 General

The following obligations of the Policyholder, the insured person or another person allowed to possess the vehicle are provided in this section. In addition to the obligations provided in this section, the obligations provided in the General Terms and Conditions of Salva Kindlustuse AS shall apply.

10.2 General obligations

- 10.2.1 The Policyholder must take photos of the insured vehicle immediately before the start of the insurance period, unless otherwise agreed.
- 10.2.2 At the request of Salva, the Policyholder must submit photos of the vehicle taken immediately before the start of the insurance period.
- 10.2.3 The Policyholder or the legal possessor of the vehicle must inform other persons of the contractual obligations before the vehicle is handed over to their possession.
- 10.2.4 At the request of Salva, the Policyholder must present the vehicle to Salva for inspection within 3 working days from the day of receiving the written request.
- 10.2.5 The Policyholder must notify Salva in writing of the following changes within 5 working days at the latest:
- a) Transfer of the vehicle;
 - b) Change of name or contact details;
 - c) Change in the way the vehicle is used (see sub-section 2.1);
 - d) Double insurance;
 - e) Other changes in circumstances affecting the risk that were notified to Salva at the time of signing the contract or specified in the contract.
- 10.2.6 If any change specified in sub-section 10.2.5 leads to a significant increase in risk, the Policyholder must pay an additional premium within the amount determined by Salva and follow the relevant instructions given by Salva.
- 10.2.7 In the case of handing over the remains of the vehicle, the vehicle must be handed over to Salva in the territory of the Republic of Estonia either in the configuration as per sales contract (in the case of new value insurance coverage) or in the configuration that the vehicle had immediately before the occurrence of the insured event, including the tires, rims, etc.
- ### 10.3 Requirements to reduce the risk of traffic accident, accident and health damage
- 10.3.1 The vehicle may not be driven when the driver is sick, overtired or under the influence of drugs, alcohol or narcotic or psychotropic substances that affect the reaction speed, or in any other condition that prevents safe driving of the vehicle. In order to properly meet this requirement, the driver must assess his/her condition both immediately before starting to drive the vehicle and continuously while driving the vehicle. The driver must immediately stop driving the vehicle, if any signs of illness, health disorder or fatigue appear while driving the vehicle. If the driver falls asleep while driving the vehicle or loses consciousness while driving for some other reason, it is considered that the person has violated the safety requirements provided in this sub-section.
- 10.3.2 All persons in the vehicle must wear seat belts.
- 10.3.3 The driver must have a valid right to drive the vehicle of the corresponding category, a valid driver's license and a valid health certificate.
- 10.3.4 Professional drivers must comply with the rules of the AETR (European Agreement Concerning the Work of Crews of Vehicles Engaged in International Road Transport) employment contract and the legislation governing the driver's activities.

- 10.3.5 The driver may not engage in side activities while driving. Side activities shall include all activities that draw the driver's attention away from his/her primary task, i.e. safe driving.
- 10.3.6 The vehicle may not be driven on a coastal area, marshy area, in water or off-road within the meaning of the Road Traffic Act or at an angle of inclination greater than permitted.
- 10.3.7 The vehicle may not be driven on ice, except on winter roads or ice roads opened for public use by the relevant authority.
- 10.3.8 The vehicle may not be allowed to be driven by a person who does not have a right to drive a vehicle of the corresponding category or is under the influence of alcohol, or authorised to be used by a person who does not have a right to authorize another person to use the vehicle.
- 10.3.9 The driver must follow the speed limits established by relevant traffic control devices or legislation.
- 10.3.10 The technical condition of the vehicle shall comply with the technical requirements provided by legislation.
- 10.3.11 The vehicle must be used, maintained and repaired in accordance with the instructions provided by the manufacturer.
- 10.3.12 The condition of the tires of the vehicle must comply with the requirements provided by legislation, and summer tires may not be used when winter tires are mandatory according to legislation. In addition, summer tires may not be used at a time when their use increases to a significant extent the likelihood of occurrence of an insured event and the unsuitability of use thereof is generally known (e.g. summer tires are used in October when driving on snowy or slippery roads and, due to that, a traffic accident is caused).
- 10.3.13 The orders and requirements of Salva and the orders of the police and other competent authorities must be followed.

10.4 Requirements to reduce the risk of fire

- 10.4.1 A flammable situation may not be created in the vehicle. Only electric lights may be used to illuminate the engine compartment and other parts of the vehicle. An open fire source (including smoking) may not be used in the vehicle. Relevant safety regulations and requirements must be observed when repairing the vehicle.
- 10.4.2 The vehicle may not be driven or parked near a fire.

10.5 Requirements to reduce the risk of theft or unauthorised use of the vehicle or a part thereof and vandalism

- 10.5.1 Vehicle keys and other devices intended for opening and starting the vehicle may not be kept in such a place or in such a way that they can be obtained by any third party, for example, if the vehicle keys are kept outside a locked cabinet, the key storage room must be closed and the doors locked; it is not allowed to leave the keys in a public wardrobe, etc. If the vehicle keys are under immediate and uninterrupted supervision, the locking requirement does not need to be met.
- 10.5.2 In the case a theft or loss of the vehicle key(s) occurs, the Policyholder must immediately notify Salva in writing and re-code or replace the locks and the existing security system.
- 10.5.3 The vehicle's windows, sunroof and luggage compartment must be closed and the vehicle must be locked, and the required safety devices installed on the vehicle must be activated when leaving the vehicle.
- 10.5.4 A trailer that is uncoupled with the vehicle must be stored in a closed area that is under surveillance or in a locked garage. Surveillance is considered to be an uninterrupted manned or electronic surveillance, where the insured object is the object of the surveillance contract. The above shall not apply if the trailer has been stolen together with the vehicle hauling the trailer and the theft of the vehicle hauling the trailer is an insured event within the meaning of these Terms and Conditions.

10.6 Action in case of loss event

- 10.6.1 In the case of a loss event, the Policyholder, the insured person or another person allowed to possess the vehicle must meet the following requirements:
 - a) Take every possible action to prevent further loss;

Example: After the occurrence of loss event, the vehicle may only be used if the driver of the vehicle has verified and is convinced that the vehicle is in a condition that meets the technical requirements for further use, including that there are no oil, fuel or coolant leaks and that the brakes, lights, tires, etc. are in working order.

- b) Take measures to salvage the vehicle and reduce further loss;
 - c) Participate in establishing the circumstances at the scene, record in writing the identities and contact details of witnesses and parties (including information regarding the vehicles) and define the scene;
 - d) The driver of the vehicle involved in traffic accident must allow the testing of his/her intoxication to be performed;
 - e) The driver of the vehicle involved in traffic accident may not consume any alcohol, narcotic or psychotropic substances until the circumstances are established at the scene and/or before the intoxication test;
 - f) Immediately report the incident to the police in the event of theft, robbery, unauthorised use or vandalism; to the police and the Estonian Rescue Board in the event of fire; in accordance with legislation to the police in the event of a traffic accident; to the Emergency Response Centre or the Environmental Board of the Republic of Estonia in the event of collision with an animal or bird, if such an obligation is provided by the legislation;
 - g) Report the incident to Salva or its designated cooperation partner by any means capable of producing a written record, no later than 2 working days after the loss event or from the day the Policyholder learned or should have learned about the occurrence of the loss event, and provide all true information known to him/her about the circumstances, the place of the loss event, the amount of the loss, and the witnesses and parties (including the person at fault), and present the scene of the loss event, if requested by Salva;
 - h) Follow the instructions of Salva's representative and the attending physician;
 - i) Present the damaged vehicle for inspection to Salva or its designated cooperation partner in the post-loss-event condition. The Policyholder shall not have the right to restore or dispose of the vehicle, unless agreed by Salva;
 - j) In the case a theft or unauthorized use of the vehicle occurred, hand over the vehicle registration certificate and all mechanical and electronic keys in his/her possession to Salva;
 - k) If the vehicle is designed to have a mechanical tachograph, present the tachograph disc to Salva after the occurrence of loss event. If a digital tachograph has been installed on the vehicle, the Policyholder must provide a digital recording or allow Salva's representative to view - in the presence of the vehicle driver or employer - the data recorded in the tachograph regarding the time of the accident and the period before and after the accident.
- 10.6.2 The Policyholder has the obligation to prove the loss, including the obligation to provide evidence.
- 10.6.3 If any part of the loss is unproven or the indemnification obligation of Salva is partially disputed, the part of the loss that has been proven and is not in dispute shall be indemnified by the deadline.
- 10.6.4 All statements, requests and explanations must be submitted in writing or by any means capable of producing a written record.

11. CONSEQUENCES OF VIOLATING THE OBLIGATIONS

- 11.1 If the Policyholder, the insured person or another person allowed to possess the vehicle violates an obligation, the purpose of which was to reduce the possibility that the insurance risk will materialize, Salva shall be entitled to reduce the insurance indemnity or refuse to pay the insurance indemnity.
- 11.2 If the Policyholder, the insured person or another person allowed to possess the vehicle intentionally violates an obligation that had to be performed after the occurrence of the insured event, Salva shall be completely released from the obligation to pay the insurance indemnity.
- 11.3 If the Policyholder, the insured person or another person allowed to possess the vehicle violates an obligation that had to be performed after the occurrence of the insured event due to gross

negligence, and the violation has an effect on the establishment of the circumstances of the insured event and of Salva's obligation to perform, Salva shall be partially or completely released from paying the insurance indemnity.

- 11.4 As an exception, if the obligation stipulated in sub-sections 10.2.1 and 10.2.2 is violated, the basic deductible for the vehicle multiplied by 3 shall be applied in the case of an insured event.

12. OBLIGATIONS OF SALVA

Salva shall be obligated to:

- a) Study the submitted documents;
- b) Inspect the damaged vehicle within 5 working days of receiving the application, provided that the vehicle is located in the Republic of Estonia;
- c) Indemnify the loss caused by the insured event within 1 month at the latest from the date when the occurrence of the insured event has been established based on the circumstances of the loss and Salva has determined the amount of the loss;
- d) Communicate the decision to reduce the insurance indemnity or refuse to pay it within 1 month from the date when the circumstances of the loss have been established, all the required evidence, documents and statements have been submitted and the obligations of the Policyholder and the insured person towards Salva have been performed.

13. PRINCIPLES OF INSURANCE INDEMNITY PAYMENT

13.1 Insured value and sum insured

- 13.1.1 Insured value within the meaning of these Terms and Conditions shall be the normal price of the insured object (vehicle, a part of the vehicle or luggage) immediately before the occurrence of the insured event.
- 13.1.2 The normal price shall be the monetary value (market value) in the Republic of Estonia.
- 13.1.3 In contrast to sub-sections 13.1.1 and 13.1.2, the residual value of the lease contract of a destroyed, stolen or robbed vehicle shall be indemnified in the case of lease value insurance.
- 13.1.4 In contrast to sub-sections 13.1.1 and 13.1.2, the purchase price of the destroyed, stolen or robbed vehicle shall be indemnified in the case of new value insurance.
- 13.1.5 Sum insured is the maximum amount of payout. The sum insured shall be equal to the insured value, unless otherwise provided by the contract. When insuring a vehicle, the sum insured shall not be reduced due to payments made during the insurance period.
- 13.1.6 The sum insured shall be specified in the policy.
- 13.1.7 The amount representing the insured value shall not be specified in the policy.

13.2 Principles of insurance indemnity payment in case of damage to the insured object

- 13.2.1 Damage to the insured object as a result of an insured event shall mean a situation where the insured object can be repaired and the repair is economically feasible and technically possible.
- 13.2.2 In the case of damage to the insured object, the reasonable costs of repair shall be indemnified.
- 13.2.3 In the case of repairs, the cost of spare parts and components corresponding to the wear and tear, value and quality before the insured event shall be indemnified. Salva shall not be obligated to indemnify for replacing the damaged components with new ones, if the damaged components can be restored.
- 13.2.4 If the damaged vehicle is covered by the general warranty of the manufacturer, the indemnification shall be based on the restoration of the vehicle at the agency of the manufacturer or at the workshop accepted by the agency.
- 13.2.5 The general warranty of the manufacturer shall not include the manufacturer's colour warranty and body warranty after the end of the general warranty period, nor the additional warranty provided by the car sales company or agency, if its content is not identical to the general warranty of the manufacturer.
- 13.2.6 VAT shall not be included in the amount of insurance indemnity to the extent that the Policyholder has the right to recover or offset it, unless otherwise provided in the policy.

- 13.2.7 If the Policyholder wishes the insured object to be repaired at a repair company, he/she must conclude a contract for services with the repair company. Salva shall not be responsible for the quality of the work of the repair company performing the restoration of the vehicle, a part of the vehicle or personal items located in the luggage.
- 13.2.8 The damaged insured object shall be repaired in a repair shop chosen by agreement of the parties. If an agreement is not reached regarding the repair shop, Salva shall designate the repair shop that performs the repair works.
- 13.2.9 If the Policyholder does not wish to repair the insured object at the repair shop designated by Salva, the insurance indemnity shall be paid out in cash. In this case, the amount of the insurance indemnity shall be limited to the estimated cost of repairs by the repair shop designated by Salva, less the amount of VAT, possible reductions of insurance indemnity and deductible.

13.3 Principles of insurance indemnity payment in case of destruction, theft or robbery of the insured object

- 13.3.1 Destruction of the insured object as a result of an insured event shall mean a situation where it is not economically feasible or technically possible to repair the insured object or the insured item is stolen or robbed.
- 13.3.2 In the case of destruction of the insured object, the maximum amount of the indemnity shall be the normal price of the destroyed object, except in case of lease value insurance or new value insurance (See sub-sections 13.1.3 and 13.1.4). The normal price of the object shall be determined by Salva. The amount of the insurance indemnity shall be reduced by the possible reductions of insurance indemnity and the deductible.
- 13.3.3 In the case of indemnifying the normal price of the insured object, if the possession and ownership of the insured object are not transferred to Salva, the insurance indemnity shall be reduced by the post-insured-event value of the insured object.
- 13.3.4 In the case of destruction of a tire or tires, the amount of indemnity shall be the value of the destroyed tire(s), considering the wear and tear of the tire(s) before the insured event. If only one tire is destroyed and it is not possible to replace it with a tire of the same state of wear and tear, the cost of a maximum of two similar tires shall be indemnified.
- 13.3.5 Losses caused by the destruction of a tire shall not be subject to indemnification if the technical condition of the destroyed tire did not meet the requirements provided by legislation.
- 13.3.6 VAT shall not be included in the amount of insurance indemnity to the extent that the Policyholder has the right to recover or offset it, unless otherwise provided in the policy.

13.4 Principles of insurance indemnity payment in case of health damage insurance

13.4.1 General

If, as a result of the same insured event, the insured person is entitled to several different types of indemnity (permanent disability benefit, death benefit) under the contract, the following principles shall be applied to determine the indemnification:

- a) Permanent disability benefit shall be paid first, followed by death benefit;
- b) Death benefit shall be reduced by the permanent disability benefit previously paid for the same health damage.

13.4.2 Permanent disability benefit

- 13.4.2.1 Permanent disability benefit shall be paid pursuant to the contract, if the insured person develops a permanent disability as a result of an insured event. The right to permanent disability benefit arises when the permanent disability has developed within 1 (one) year after the occurrence of the insured event.
- 13.4.2.2 The existence and extent of permanent disability caused by the insured event within the meaning of the contract shall be determined within 1 (one) year after the occurrence of the insured event, based on the health status of the insured person at that moment.
- 13.4.2.3 When determining the permanent disability, the health status of the insured person shall be compared to the health status of a healthy person of the same age, taking into account only the severity and nature of the permanent disability, but not the individual characteristics of the insured person, such as lifestyle, occupation or hobbies. Loss of capacity for work or loss of income shall not be taken into account when determining the permanent disability.

- 13.4.2.4 Permanent disability shall be determined on the basis of medical records.
- 13.4.2.5 Permanent disability benefit shall be paid as a percentage of the agreed sum insured. The percentage of permanent disability shall be determined on the basis of the Permanent Disability Percentage Table in Annex 1 of these Terms and Conditions that was valid at the time the contract was concluded.
- 13.4.2.6 If the functional impairment resulting from the insured event is not mentioned in the Permanent Disability Percentage Table included in Annex 1 of these Terms and Conditions, Salva shall make a decision on the permanent disability benefit on the basis of a functional impairment of similar severity provided in the Table.
- 13.4.2.7 If the functional impairments resulting from the insured event correspond to the features of several subsections of the Permanent Disability Percentage Table included in Annex 1 of these Terms and Conditions, the percentage of permanent disability shall be determined on the basis of the subsection, which describes the damage that is the main cause of the resulting functional impairments.
- 13.4.2.8 The permanent disability rating established by the decision of the Social Insurance Board of the Republic of Estonia or another national medical commission shall not be binding to Salva when determining the permanent disability.
- 13.4.2.9 Permanent disability benefit shall not be paid if the insured person dies as a result of the insured event within 1 (one) year from the date of occurrence of the insured event.

13.4.3 Death benefit

The heir(s) of the insured person or another person entitled to indemnity shall be entitled to death benefit if the insured person dies as a result of the insured event within 1 (one) year from the occurrence of the insured event. The death benefit shall be paid within the amount of the agreed sum insured.

13.4.4 Application for insurance indemnity

13.4.4.1 Application for permanent disability benefit

In order to apply for the permanent disability benefit, the person entitled to insurance indemnity must submit the following documents to Salva:

- a) A written request for indemnity using the Salva's form;
- b) Patient records related to the case, together with the results of the performed examinations and the ambulance card;
- c) Confirmation by the police regarding the occurrence and circumstances of the traffic accident.

13.4.4.2 Application for death benefit

In order to apply for the death benefit, the person entitled to insurance indemnity must submit the following documents to Salva:

- a) A written request for indemnity using the Salva's form;
- b) Patient records related to the case, together with the results of the performed examinations and the ambulance card;
- c) Confirmation by the police regarding the occurrence and circumstances of the traffic accident;
- d) A copy of the insured person's death certificate, notification of death by medical practitioner, certificate of cause of death;
- e) A document proving the right of inheritance.

13.4.4.3 If the circumstances of the insured event need to be clarified or if an inheritance case is being processed, the deadline for submitting these documents shall be extended until the submission is possible.

13.4.4.4 If the person entitled to insurance indemnity fails to perform the obligations specified in subsections 13.4.4.1–13.4.4.2 of these Terms and Conditions, and these violations have an effect on the determination of Salva's obligation to pay insurance indemnity or the amount of insurance indemnity, Salva shall be entitled to refuse to pay the indemnity or to reduce the indemnity.

13.4.4.5 The cost of obtaining the documents necessary for the application of insurance indemnity shall be covered by the Policyholder, the insured person, their legal representative or another person entitled to receive indemnity.

13.4.4.6 The cost of additional medical examination required by Salva shall be covered by Salva.

14. DEDUCTIBLE

- 14.1 Deductible is the amount of money or other value specified by the contract, by which the performance obligation of Salva shall be reduced.
- 14.2 Losses resulting from different acts or events shall be considered different insured events. The deductible shall be applied separately for each insured event.

Example: The driver hits a traffic sign with the vehicle when backing out of the parking space. The driver is startled and crashes into the fence after starting to drive again. Since these are two different cases, separate deductibles are applied for each case.

- 14.3 The basic deductible for the vehicle shall be the deductible specified in the contract for accident, storm, hail and flood, fire, explosion and vandalism.
- 14.4 In the case of loading damage insurance and overturning and sinking insurance, the deductible for the accident risk specified in the contract shall be applied.
- 14.5 In the case of actual or attempted theft or robbery or unauthorized use of the vehicle and other resulting damage, the deductible shall be the percentage of the insured value specified in the policy, unless a different special condition has been agreed on in the policy.
- 14.6 In the case of actual or attempted theft of vehicle parts and/or accessories, the deductible shall be the percentage of the amount of damage specified in the contract, but not less than the basic deductible for the vehicle, unless a different special condition has been agreed on in the policy.
- 14.7 A double deductible shall be applied if the vehicle is repaired outside the Republic of Estonia, Latvia or Lithuania.
- 14.8 In the case of an insured event under window insurance or collision with an animal or a bird insurance, a double basic deductible for the vehicle shall be applied if the vehicle is repaired outside the Republic of Estonia, Latvia and Lithuania.
- 14.9 The deductible shall not be applied in the following cases:
- a) In the case of collision with an animal or a bird, provided that the driver has notified the Emergency Response Centre or the Environmental Board of the damage at the scene of the accident, and the vehicle is repaired in the Republic of Estonia, Latvia or Lithuania (see sub-section 8.3 of these Terms and Conditions);
 - b) In the case of insured event under trip interruption insurance (see sub-section 8.4 of these Terms and Conditions);
 - c) In the case of insured event under interruption of use insurance (see sub-section 8.5 of these Terms and Conditions);
 - d) In the case of insured event under roadside assistance insurance (see sub-section 8.6 of these Terms and Conditions);
 - e) In the case of indemnification for losses caused by the loss, destruction or theft of vehicle keys (see sub-section 8.11 of these Terms and Conditions);
 - f) In the case of indemnification for the issuance fee of vehicle registration certificate or driver's license (see sub-section 8.12 of these Terms and Conditions);
 - g) In the case of insured event under health damage insurance (see sub-section 8.17 of these Terms and Conditions).

ANNEX 1

TABLE FOR THE DETERMINATION OF THE PERCENTAGE OF PERMANENT DISABILITY

Arm disability	Percentage (%) of the sum insured for the permanent disability benefit	
	primary	secondary
total loss of a ring finger or a little finger	7	3
total loss of a middle finger	10	8
total loss of an index finger	15	10
loss of 2 joints of the index finger	10	8
loss of the first joint of the index, middle, ring or little finger	5	3
total loss of a thumb	20	15
thumb ankylosis in the main joint	15	10
total loss of the first joint of thumb or ankylosis of the distal interphalangeal joint	10	5
loss of all fingers or the hand	60	50
wrist joint ankylosis in a favourable position	20	15
wrist joint ankylosis in an unfavourable position	30	25
arm amputation from forearm	60	60
arm amputation from upper arm or elbow joint	70	70
arm amputation from humeral articulation	80	80
humeral articulation ankylosis in a favourable position	30	20
humeral articulation ankylosis in an unfavourable position	40	30
elbow joint ankylosis in a favourable position	40	35
elbow joint ankylosis in an unfavourable position	25	20
non-healing upper arm fracture or pseudoarthrosis which causes dysfunction of the upper arm	50	40
non-healing forearm bone fracture or pseudoarthrosis which causes dysfunction of the forearm	40	30
injury of the upper arm plexus which causes total arm dysfunction	65	55
injury of the upper arm plexus which causes partial arm dysfunction	20	15
cutting of N. radialis which causes paralysis of the lateral-posterior group of forearm muscles	40	35
cutting of N. radialis which causes paralysis of the lateral-anterior group of forearm muscles	45	35
cutting of N. ulnaris	7	3

* An objective electroneuromyography (ENMG examination) of the injury of peripheral nerves shall be obtained

Leg disability	%
leg amputation from hip joint	70
leg amputation from thigh area	60
leg amputation from knee joint	50
leg amputation from leg area (also from the ankle level)	45
foot amputation from the level of tarsal bones	35
foot amputation from the level of metatarsal bones	30
amputation of all toes from the main joint	25
amputation of the big toe from the main joint	10
amputation of one (other than big) toe from the main joint	3
hip joint ankylosis	40
knee joint ankylosis	30
ankle joint ankylosis	25
ankle joint mobility up to 15 degrees	10
heel lowering after heel bone fracture	10
non-healing fracture or pseudoarthrosis with thigh bone defect not allowing the leg to support weight	60
condition after kneecap fracture allowing to bend the leg from the knee less than 15 degrees	20
leg shortening by up to 3 cm as a consequence of trauma	10
leg shortening by more than 3 cm as a consequence of trauma	20
leg shortening by more than 5 cm as a consequence of trauma	30
full paralysis of a lower limb as a consequence of nerve injury	60
cutting of N. femoralis with paralysis of the anterior group of femoral muscles	20
cutting of N. ischiadicus with paralysis of the posterior group of femoral muscles	30
cutting of N. tibialis with paralysis of the posterior group of leg muscles	20
cutting of N. peroneus with paralysis of the anterior group of leg muscles	15

* An objective electroneuromyography (ENMG examination) of the injury of peripheral nerves shall be obtained

Gastrointestinal disability	%	
loss of mandible	100	
tongue amputation to the extent of up to 1/2	15	
tongue amputation to the extent of more than 1/2	30	
oesophageal constriction (only liquid food can be swallowed)	40	
oesophageal obstruction (gastrostomy for feeding)	60	
intestinal injury requiring a permanent stoma	70	
short bowel syndrome as a result of a trauma	85	
loss of at least 1/2 of liver tissue as a consequence of liver injury	15	
loss of spleen	8	
pancreatic insufficiency as a consequence of a trauma of pancreas (I type of diabetes)	75	
Respiratory disability	%	
loss of a lung, which causes respiratory insufficiency	35	
partial loss of a lung, which causes respiratory insufficiency	20	
laryngeal or tracheal constriction which requires repeated examinations and manipulations every year	20	
Excretory and genital disability	%	
removal of a kidney	10	
renal insufficiency which requires renal replacement therapy	75	
obstruction of the urinary tract which requires a permanent stoma	70	
constriction of the urinary tract which requires frequent visits to a specialist and procedures	25	
incontinence as a consequence of a trauma which requires constant use of hygiene pads	45	
reduction of the bladder volume by more than 2/3	10	
loss of the penis and testicles	50	
loss of the uterus at the age of less than 40 years	50	
loss of all fallopian tubes and ovaries	30	
loss of both testicles or partial loss of the penis	30	
Disability of the cervical part of the spine	%	
immobility of cervical vertebra as a consequence of a trauma or stabilisation of a bone fracture	25	
Disability of the nervous system	primary	secondary
	%	%
apallic condition	100	
caused by brain or spinal cord:		
monoparesis	until 65	55
hemiparesis, paraparesis	until 100	
tetraparesis	100	
cranial nerve paralysis	10	
* The extent and severity of paralysis shall be assessed on the basis of SSS score recognised by neurologists and ENMG examination!		
Visual disability	%	
paralysis of accommodation of one eye	15	
diplopia	10	
hemianopsia of at least 50%	10	
total non-reversible loss of vision in one eye	50	
Hearing disability	%	
total deafness of one eye	30	
total deafness of both eyes	50	
loss of external ear	10	
Injury of visceral cranium	%	
injury of visceral cranium which leaves a permanent external defect	15	