

These terms and conditions of insurance stipulate the scope and conditions of cover, specified in the vehicle insurance contract concluded between the policyholder and the insurer. In matters not regulated by the insurance contract the parties shall be governed by the Law of Obligations Act and other legislation.

1. INSURED OBJECT

1.1. The insured object shall be the land vehicle, specified in the policy, in its initial sale completeness and with accessories, installed after the initial sale within the extent as specified in the policy.

1.1.1. Accessories shall mean any entertainment, multimedia, navigation, communication and consumer devices, extra lights, elements, changing the exterior and/or aerodynamics of the vehicle, alloy wheels, additional bumpers and taxi devices, permanently mounted on the vehicle.

1.1.2. In case of Superkasko package, the covered accessories also include safety seats or carry cots, roof boxes, roof racks and bike carriers, mounted on the vehicle.

1.1.3. In case of a respective agreement in the policy, the insured object may also be luggage and/or a light trailer attached to the vehicle.

2. INSURED EVENT

2.1. An insured event is an unexpected and unforeseeable event, as a result of which the insured object is damaged, destroyed or lost due to the events agreed upon in the policy and stipulated below and in which case compensation for the damage is not excluded under clause 3:

2.2. Liiklus Pluss package covers the following insured events:

- 1) traffic accident;
- 2) roadside assistance;

2.3. Mini Kasko package covers the following insured events:

- 1) only such a traffic accident, in which the vehicle was completely destroyed;
- 2) only such an accident, in which the vehicle was completely destroyed;
- 3) only theft, in which the vehicle was completely destroyed/disappeared;
- 4) roadside assistance;

2.4. Kasko package covers the following insured events:

- 1) traffic accident;
- 2) accident;
- 3) theft;
- 4) vandalism;
- 5) roadside assistance;
- 6) replacement car (in case of a special agreement, indicated in the policy);
- 7) insurance of lease value (in case of a special agreement, indicated in the policy);
- 8) insurance of lease premiums (in case of a special agreement, indicated in the policy);
- 9) new value cover (in case of a special agreement, indicated in the policy);
- 10) trailer insurance (in case of a special agreement, indicated in the policy);
- 11) luggage insurance (in case of a special agreement, indicated in the policy);
- 12) accident insurance of passengers (in case of a special agreement, indicated in the policy);

13) handling (in case of a special agreement, indicated in the policy);

2.5. Superkasko package covers the following insured events:

- 1) all risk insurance (incl. traffic accident, accident, theft and vandalism);
- 2) roadside assistance;
- 3) replacement car;
- 4) insurance of lease value;
- 5) insurance of lease payments;
- 6) new value insurance;
- 7) technical failure;
- 8) handling;
- 9) trailer insurance (in case of a special agreement, indicated in the policy);
- 10) luggage insurance (in case of a special agreement, indicated in the policy);
- 11) accident insurance of passengers (in case of a special agreement, indicated in the policy).

2.6. Traffic accident for the purposes of these terms and conditions of insurance means damage to or destruction of the insured object as a result of an insured event foreseen in the Motor Insurance Act, in the course of which collision with another vehicle has taken place.

2.7. Accident means damage to or destruction of an insured object as a result of a mechanical force (i.e. any traffic accident), natural disaster, fire (incl. smoke, grime and fire-fighting) or explosion (incl. explosion of explosives).

2.8. Vandalism means intentional damage to the insured object by a third party.

2.9. Theft means loss or damage of the insured object or the parts thereof as a result of theft, stealing (unauthorised use of the insured object), robbery or their attempts.

2.10. An insured event under all risk insurance means any unexpected and unforeseeable damage to, loss or destruction of the vehicle, except events excluded in clause 3.

2.11. With roadside assistance, initial assistance is provided to M1, MIG, N1, NIG vehicle categories, if as a result of an unexpected and/or unforeseeable event the use of the vehicle or continuation of the journey is not possible. Such as a traffic accident or technical failure, driving off from road, a situation, where the vehicle is stuck in snow or sand, has run out of fuel, a tyre has burst, alarm system fails or the vehicle fails to start. Roadside assistance is provided only, if ordered from the contact phone of the insurer's roadside assistance.

2.12. Replacement car is provided to vehicles of category M1, MIG, N1, NIG if use of the insured object on a road is not permitted after an insured event or is objectively not possible, under the following conditions:

- 2.12.1. In one insurance period a replacement car can be used up to twice, however for not more than 30 days within one insured event.
- 2.12.2. A replacement car is granted only if restoration of the vehicle takes more than 24 hours.
- 2.12.3. In case of complete destruction of the insured object, a replacement car is granted until the insurer makes the compensation decision.
- 2.12.4. A replacement car is not granted in case of theft, stealing or robbery of the insured object and in cases, where the damage is below the deductible.
- 2.12.5. A replacement car is delivered within a reasonable time by the partner determined by the insurer, at the specified place and time.

2.12.6. The policyholder has the obligation to conclude an agreement on using the replacement car with the deliverer of the replacement car.

2.12.7. Upon request of the insurer the replacement car shall be returned within 24 hours.

2.12.8. The policy indicates a special agreement on the replacement car.

2.13. Based on the insurance of lease value, the residual value of the lease agreement shall be compensated in full in case of complete destruction of the vehicle., except in cases where damage is not compensated under the new value insurance or if the market price of the vehicle immediately before the insured event was higher than the residual value of lease on the following conditions:

2.13.1. The vehicle has not been used during the insurance period as a taxi, a response emergency, alarm or courier vehicle or a patrol car of a security company;

2.13.2. No more than five years have passed since the first registration of the vehicle;

2.13.3. The residual lease value of the vehicle does not exceed 50,000 euros;

2.13.4. The policy indicates a special agreement on the insurance of lease value.

Residual lease value shall mean only such scheduled value of the vehicle corresponding to the lease agreement immediately before the insured event, which does not contain any possible monetary obligations of the lessee (e.g. debt of lease payments, interest, contractual penalty, costs and fees in relation to the agreement) towards the lessor.

2.14. According to the insurance of lease payments, up to 6 monthly lease payments shall be compensated, however not more than 3000 euros, under the following conditions:

2.14.1. the lessee, who is the legal possessor of the vehicle, is an outpatient or has been hospitalised as a result of the insured event and has been incapacitated for work for more than 14 days, whereas the insurance indemnity is limited to the actual period of incapacity for work;

2.14.2. the insured event (incl. traffic accident) has been recorded pursuant to procedure prescribed in law and personal injury has been determined by the ambulance called to the scene;

2.14.3. the policy indicates a special agreement on the insurance of lease payment.

The insurer shall not compensate other costs included in the lease payment (e.g. fuel card, insurance, etc.) or claims (e.g. interest on arrears, contract fees, etc.) against the lessee. In case of complete destruction of the insured object, the obligation to compensate shall last until a respective compensation decision is made.

2.15. According to the new value insurance the first-hand selling price of the vehicle shall be compensated based on the acquisition document, on the following conditions:

2.15.1. No more than one year has passed from the first registration of the vehicle;

2.15.2. The vehicle has not been used during the insurance period as a taxi, a response emergency, alarm or courier vehicle or a patrol car of a security company;

2.15.3. The policy indicates a special agreement on the new value insurance.

2.16. According to technical failure cover, the unexpected and unforeseeable failure of the vehicle's engine, cooling system of engine, electronic control unit, transmission, cooling system of transmission or brake and wheel system is compensated on the following conditions:

2.16.1. No more than seven years have passed from the first registration of the vehicle;

2.16.2. Mileage of the vehicle at the moment of technical failure does not exceed 150,000 km;

2.16.3. All regular maintenance works have been performed on the vehicle in due time and by a competent person;

2.16.4. The vehicle has not been used during the insurance period as a taxi, a response emergency, alarm or courier vehicle or a patrol car of a security company;

2.16.5. Upon request of the insurer the good technical condition and seamless operation of the vehicle shall be certified with an inspection report of the dealer of the brand or the repair company, determined by the insurer.

The insurer shall compensate for the costs necessary for the establishment of the cause and extent of the technical failure (e.g. dismantling, diagnosis, expert opinion of the vehicle, etc.). If the insured event does not involve a technical failure, the insurer shall not compensate for the assembly costs of the vehicle.

2.17. According to the loading operations insurance, the unexpected and unforeseeable damage occurred during loading and lifting works shall be compensated.

2.18. According to trailer insurance, the damage caused to a light trailer of O1 and O2 category as a result of insured events stated in subclauses 2.4 (1), (2) and (4) and subclause 2.5 (1) shall be compensated on the following conditions:

2.18.1. The trailer was coupled to the insured object at the time of the insured event;

2.18.2. The coupled trailer corresponded to the requirements and restrictions, established by the manufacturer of the towing vehicle and was in a technically good order;

2.18.3. Damage to the trailer is compensated to the owner indicated in the registration certificate of the trailer;

2.18.4. Damage to the luggage in the trailer is compensated only, if the extra luggage insurance was selected upon conclusion of the insurance contract;

2.18.5. The policy indicates a special agreement on the trailer cover.

2.19. According to luggage insurance, the damage or destruction caused to the personal belongings (luggage) of the owner and passengers in the vehicle as a result of the insured events stated in subclauses 2.4 (1), (2) and (4) and subclause 2.5 (1) shall be compensated on the following conditions:

2.19.1. When leaving the vehicle, the luggage is stored out of sight and in the locked luggage compartment and/or place designed for that purpose (e.g. glove compartment);

2.19.2. Luggage shall not include money, securities, valuables, jewellery, documents (incl. photos, plans, drawings), electronic data media, photo equipment, audio and video equipment, computers, mobile phones and -equipment and tools;

2.19.3. Luggage in the trailer is compensated only in case of existence of trailer insurance, except the damage caused due to theft or robbery of luggage stored in the trailer;

2.20. An insured event under the accident insurance of passengers is permanent loss of capacity for work or death of up to five passengers in the vehicle, directly caused by bodily injury/injuries as a result of the insured event, if all the following conditions have been met:

2.20.1. Incapacity for work has lasted at least one year;

2.20.2. The incapacity for work of the passenger within the extent of 30% or more has been established and determined pursuant to procedure set out in law;

- 2.20.3. A decision of a competent authority on the incapacity for work and its extent has been presented to the insurer;
- 2.20.4. In case of death, a medical certificate on the cause of death and succession certificate have been presented to the insurer for receiving the insurance indemnity.

Accident insurance cover of passengers applies also if the traffic accident was not caused by the driver of the insured vehicle and the damage caused to the vehicle is compensated by the insurer of the person responsible.

3. EXCLUSIONS

The following shall not be subject to compensation under the insurance contract:

- 3.3.1. Damage caused by use of the vehicle outside the road network i.e. outside a facility open for the use of land vehicles or on another area prescribed for the use of land vehicles by the land owner (incl. on a terrain, coastal area, in the water, in a swampy area, on an ice road not open for traffic or on ice, etc.);
- 3.3.2. Damage caused due to the movement of insufficiently fixed or unfixed cargo;
- 3.3.3. Damage caused due to participation in competitions or training;
- 3.3.4. Damage caused by overload to the devices of the vehicle during its operation or improper operation thereof;
- 3.3.5. Fuel spilled or stolen from the vehicle;
- 3.3.6. Damage caused due to water penetrating into the engine or power system;
- 3.3.7. Damage caused due to improper rebuilding (incl. tuning), wearing, corrosion, freezing of a vehicle or its parts or the parts proving to be defective (incl. warranty repair), poor or incorrect maintenance, poor repair and/or handling;
- 3.3.8. Damage caused due to stealing of a vehicle or its parts and/or luggage at the time, when no due anti-theft devices had been installed in the vehicle or if these were not activated before theft or stealing or were not in a working order or the key to the vehicle (incl. remote control or electronic key) was inside the vehicle;
- 3.3.9. Damage, if the roadworthiness of the vehicle does not correspond to the requirements of the insurance contract and/or legislation;
- 3.3.10. Damage caused due to insufficient level of oil, coolant, brake and/or clutch fluid or substandard fuel;
- 3.3.11. Damage related to a technical failure in the power system of the vehicle's engine (incl. turbo and displacement compressor, intercooler, high pressure pump and battery), exhaust gas purification system (incl. catalyst), climate control (incl. conditioner), indicator, suspension, wheel bearings, brake disc, pads or caliper;
- 3.3.12. Damage to the tyres (except damage caused by vandalism) if this did not result in other indemnifiable damage to the vehicle;
- 3.3.13. Damage caused due to the vehicle leaving the possession of the policyholder as a result of fraud or extortion, as well as damage caused to the vehicle during the aforementioned event;
- 3.3.14. Damage caused by theft or robbery of parts removed or dismantled from the vehicle by the policyholder or with the knowledge of the same;
- 3.3.15. Damage to the trailer before coupling and after decoupling of the trailer;
- 3.3.16. Damage caused as a result of theft, stealing or robbery of the trailer, incl. luggage stored in the trailer;
- 3.3.17. Damage that has become known to the vehicle's owner only after returning the possession of the vehicle to the owner and the exact circumstances of which are not known to the insurer;
- 3.3.18. Damage caused to the vehicle due to participating in loading and/or lifting works, unless otherwise agreed in the policy;

- 3.3.19. Damage caused due to war, civil war, invasion, terrorism, riot, revolution, coup d'etat, strike, confiscation, seizure or lockout;
- 3.3.20. Damage caused by nuclear energy.

4. RELEASE OF THE INSURER FROM THE OBLIGATION TO PERFORM THE INSURANCE CONTRACT

The insurer shall be partially or fully exempted from the obligation to perform the insurance obligation if:

- 4.1. The policyholder has intentionally or due to gross negligence violated at least one of the obligations stipulated in the insurance contract and this has an impact on the incurrance of damage or the amount thereof or on the establishment of the extent of damage;
- 4.2. The policyholder has violated the obligation to notify of the changed material risk circumstances;
- 4.3. The policyholder has deliberately submitted incorrect data on the circumstances or extent of damage;
- 4.4. The damage occurred by the policyholder's intention;
- 4.5. At the time of the traffic accident the driver was intoxicated by alcohol, drugs or psychotropic substances;
- 4.6. The driver refused the detection of intoxication immediately after the damage was caused or consumed the substances stated in clause 4.5 after the damage was caused;
- 4.7. The person driving the vehicle during the traffic accident had no right to drive the respective vehicle category;
- 4.8. The seat belts of the passengers (incl. driver) were not properly fastened and this is an objective connection to the occurrence of damage (e.g. accident of passengers);
- 4.9. With the vehicle the policyholder contributed to the committing of a crime or an attempt thereof.

5. COVERED TERRITORY

The covered territory shall be indicated in the policy and the insurer shall have the indemnification obligation only in case of event(s) that occurred on the covered territory.

6. SUM INSURED AND LIMIT OF INDEMNITY

- 6.1. The sum insured of the vehicle is the market price of the vehicle in Estonia immediately before the insured event or the amount set out in the policy.
- 6.2. The sum insured of the vehicle shall not decrease by indemnities paid out.
- 6.3. The limit of indemnity is an amount agreed in the policy, being the limit for all payable insurance indemnities.
- 6.4. The limit of indemnity of accessories installed after the initial sale of the vehicle is specified in the policy.
- 6.5. The limit of indemnity of insurance of lease payments is 3000 euros per insured event.
- 6.6. The limit of indemnity of trailer insurance in case of Kasko package is 1000 euros and for Superkasko package 2000 euros.
- 6.7. The limit of indemnity of luggage insurance in case of Kasko package is 500 euros and for Superkasko package 1000 euros.
- 6.8. The limit of indemnity of accident insurance of passengers is 2000 euros per person and insurance period.

7. DEDUCTIBLES

- 7.1. Deductible is the part agreed in the insurance contract, which is not indemnified by the insurer. Deductible may be a percentage of the amount of damage, as well as a fixed amount.

7.2. Damage occurred as a result of different events are deemed to be separate insured events and a separate deductible is applied to each insured event.

7.3. For N2, N3, M2, M3 and O4 vehicle categories deductible is applied within double extent if the vehicle is repaired or restored outside Estonia.

7.4. Deductible of damage due to a collision with a wild animal is specified in the insurance contract. For damage occurred as a result of avoiding a collision, the basic deductible is applied.

7.5. Deductible of windows damage is specified in the policy. Deductible is not applied to repairing the vehicle's windows, except for damage to the sunroof and glass roof, in which case deductible always applies.

7.6. For Superkasko package, the cost of replacement or restoration of lost or stolen keys of the vehicle shall be indemnified without deductible.

8. OBLIGATIONS OF THE POLICYHOLDER

8.1. Those persons considered equal to the policyholder are the beneficiary, the legal possessor of the vehicle and a person, to whom the legal possessor of the vehicle has voluntarily transferred the right to drive, as well as the family members of aforementioned persons and the policyholder. The policyholder is responsible for the behaviour of these persons in the performance of the obligations arising from the insurance contract in the same way as for their own behaviour.

8.2. The policyholder has the obligation:

8.2.1. To explain the obligations arising from an insurance contract to a person, into whose possession or use they give their vehicle;

8.2.2. To notify before conclusion of an insurance contract or during the validity of the insurance contract if the policyholder or a person equal thereto has been/is being entered to the sanctions list;

8.2.3. To allow the representative of the insurer to examine the condition and documents of the vehicle;

8.2.4. When leaving the vehicle, to close its doors, hatches, in case of a convertible car, close the cover and lock the vehicle and activate the anti-theft devices (incl. alarm system and immobiliser);

8.2.5. To keep the keys and registration documents of the vehicle in a manner so that third parties cannot gain access to these without removing the obstacle or threatening with violence. The keys to the vehicle may not be stored inside the vehicle;

8.2.6. In case of theft, robbery or loss of keys, to immediately replace all locks, re-code or replace the electronic anti-theft devices of the vehicle. Until replacement of locks, recoding or replacement of anti-theft devices the policyholder shall implement additional measures to prevent theft or stealing of the vehicle, e.g. shall leave the vehicle unattended only in a locked garage or closed and guarded territory;

8.2.7. To follow the legislation regulating the activity of a driver (professional chauffeur) and concerning the working and rest time and the European Agreement Concerning the Work of Crews of Vehicles Engaged in International Road Transport (AETR).

8.2.8. The policyholder shall, as soon as possible, inform of a possible increase of the insured risk. Circumstances which notably increase the insured risk are, above all, disposal of the vehicle, deletion of the vehicle from the traffic register, change of use of the vehicle (normal use), failure of the vehicle's locking systems, failure of anti-theft devices, loss of keys, registration documents or the parts thereof, etc.;

8.2.9. To fulfil any possible further instructions given by the insurer to reduce the insured risk.

8.3. In case of an insured event the policyholder shall:

8.3.1. Formalise a traffic accident and inform thereof pursuant to legislation;

8.3.2. Inform the police/rescue board of the theft, stealing, robbery, vandalism, fire of the vehicle or its parts or of other unlawful event immediately in a form that can be reproduced in writing;

8.3.3. If the vehicle has been damaged by objects or substances fallen on it or scattered around, the event shall be formalised in a way that the insurer shall preserve the right of recourse against the person who caused the damage. If necessary, the police shall be called;

8.3.4. Inform the police and the Environmental Inspectorate of a collision with a wild animal;

8.3.5. Inform the insurer of the insured event as soon as possible, however no later than within five working days as of becoming aware of the insured event. If the exact time of an insured event cannot be specified, it shall be deemed to have occurred at a time when the policyholder should have become aware of the insured event.

8.4. The policyholder shall present the damaged vehicle or its remains to the insurer for examination of the state after the insured event. The policyholder may not commence restoration or utilization of the vehicle without prior consent of the insurer.

8.5. The policyholder shall present the information and documents on the causes and amount of damage at their possession to the insurer; the policyholder shall also present within 2 working days as of the respective demand of the insurer the tachograph (its data), if provided for the vehicle.

8.6. In case of theft, stealing or robbery of the vehicle, the policyholder shall present to the insurer immediately all the keys and registration documents to the vehicle (in case of robbery all the keys and documents in their possession).

8.7. The obligation to supply proof of the insured event rests with the policyholder.

8.8. The policyholder shall inform the insurer immediately in a form that can be reproduced in writing of indemnification of damage by a third party or waiver of the claim for damage filed with the insurer.

8.9. If the policyholder or the beneficiary recovers the possession of the stolen or robbed vehicle, this must be immediately reported to the insurer and if the ownership to the vehicle has transferred to the insurer, the possession of the vehicle shall be immediately transferred to the insurer.

9. RIGHTS AND OBLIGATIONS OF THE INSURER

9.1. The insurer has the obligation:

9.1.1. To examine the claim for damage and the documents thereof submitted by the policyholder;

9.1.2. To examine the damaged vehicle or arrange its inspection as soon as possible, however no later than within five working days as of receiving the notice of claim;

9.1.3. To make a decision on the indemnification of or refusal to indemnify the damage within ten working days as of the receipt of the information necessary for ascertaining the circumstances and extent of the loss event;

9.1.4. To inform the policyholder as soon as possible, if it is necessary to submit additional materials or evidence to ascertain the damage and/or the extent thereof.

9.2. The insurer has a right to set additional requirements to reduce the insured risk. Additional requirements will become a part of the insurance contract if the policyholder does not submit an application to withdraw from the insurance contract within ten days as of the receipt of the requirements.

9.3. The insurer has a right to examine the insured object during the insurance period and if the insured risk has increased, demand from the policyholder implementation of further security measures and/or to increase the insurance premium.

9.4. If the insured risk has increased, the insurer has a right to demand from the policyholder payment of the difference between the insurance premium stated in the policy and the insurance premium to be paid according to the actual insured risk.

10. COMPENSATION METHODS

10.1. The compensation methods are compensation for the restoration costs of the damaged vehicle or monetary indemnity.

10.2. The compensation method shall be decided by the insurer.

10.3. The restoration costs of the damaged vehicle shall be compensated on the basis of documents certifying these costs.

10.4. If the policyholder does not wish to repair the vehicle at the service point recommended by the insurer and there is also a relevant consent of the owner of the vehicle for that, they shall be entitled to demand monetary indemnity within the extent of damage that the insurer finds justified.

10.5. The insurer shall not be responsible for the method of restoration or the work quality of the person restoring the vehicle, unless restoration is performed by the partner determined by the insurer.

11. COMPENSATION PROCEDURE

11.1. The following is compensated as restoration costs:

11.1.1. For Liiklus Pluss, Kasko and Superkasko packages the costs of restoration of the vehicle, arising from the insured event;

11.1.2. For Mini Kasko package only the damage resulting from complete destruction. For the purposes of these terms and conditions, complete destruction means a situation, where the restoration cost of the vehicle exceeds 80% of the market value of the vehicle at the moment of the insured event.

11.1.3. For Liiklus Pluss, Mini Kasko and Kasko package, the necessary and justified costs of lifting the vehicle back onto the road, transporting it to the nearest repair shop or storage space or to the repair shop or storage space designated by the insurer are indemnified within the extent of 200 euros and for Superkasko package within the justified costs.

11.2. Terms and conditions of compensating the restoration costs

11.2.1. The vehicle's restoration costs are compensated if restoration of the vehicle is economically and technically justified.

11.2.2. If the policyholder is applying for a monetary indemnity, but however fails to submit expense receipts confirming the restoration of the vehicle, the amount of damage is deemed to be 55% of the costs of restoration accepted by the insurer.

11.2.3. Upon restoration of the vehicle the details and spare parts corresponding to the age and technical condition of the vehicle shall be used.

11.2.4. For Superkasko package, the restoration costs of the vehicle are compensated at the dealer of the brand.

11.3. In case of a total write-off (incl. theft, stealing or robbery), the insurance indemnity shall be calculated based on the market price of the vehicle in Estonia immediately before the insured event.

11.3.1. For Superkasko package, in addition to the provisions of clause 11.3, the possible costs of replacement or substitution costs of the vehicle are indemnified by adding 5% to the insurance indemnity. The said amount is paid out to the policyholder. The above said shall not be applied, if damage is compensated on the basis of new value insurance specified in clause 2.15.

11.4. When determining the insurance indemnity, the deductible, collectible unpaid insurance premiums, deductions from the indemnity and taxes refunded by law (e.g. VAT) shall be taken into account.

11.5. The insurer has a right to reduce the payable insurance indemnity until the end of the current insurance period by the unpaid insurance premiums regardless of whether the date of paying the insurance premium has arrived and to whom the indemnity is paid.

11.6. The ownership of the insured object shall transfer to the insurer as of the moment of transferring the object, unless the insurer and the owner of the vehicle have agreed otherwise. If the owner of the vehicle wishes to leave the vehicle, damaged as a result of the insured event, in their own possession, the indemnity shall be reduced by its value after the insurance event. The damaged vehicle shall be delivered to the insurer on the territory of the Republic of Estonia.

11.7. The indemnity of accident insurance of passengers shall be paid to the insured person and in case of death, to the successor(s) of the insured person.

11.8. Indemnity for incapacity for work under the accident insurance of passengers is calculated as a percentage provided in clause 2.20.2 of the terms and conditions of the limit of indemnity set out in clause 6.8 of the terms and conditions and in case of death of the insured person, the limit of indemnity stated in clause 6.8 shall be paid out in full.

12. REFUNDING OF INSURANCE INDEMNITY

The policyholder and/or the beneficiary is required to refund the insurance indemnity to the insurer as soon as possible, if the circumstances precluding the compensation have appeared after compensation for damage or if the damage has been compensated by a third party.

13. JURISDICTION

13.1 Any disputes arising from the insurance contract shall be settled by way of agreement and if no agreement is reached, the parties shall have a right to go to court.

13.2 For the settlement of disputes the policyholder may contact the insurance conciliation body at the Estonian Insurance Association pursuant to the procedure of the body.

14. FORM OF NOTICES

All notices between the parties to the insurance contract that are necessary for the performance of the contract shall be forwarded in a form that can be reproduced in writing.

15. DISCREPANCIES

In case of discrepancies in the documents of the insurance contract the following documents shall be taken as guidance when interpreting these, based on their importance, whereas every preceding document is superior to the next document: policy - these terms and conditions.