Terms and Conditions of Motor Own Damage Insurance
We would like everyone who reads these terms and conditions to understand the extent to which their vehicle is covered. Please read these Terms and Conditions of Motor Own Damage Insurance so you gain a better understanding of the rights and obligations arising from an insurance contract.

**Principles of Swedbank P&C Insurance AS**
- In the case of theft or destruction of motor vehicles or vans, we indemnify for the value of the vehicle agreed in the policy or the market value of the vehicle if it is higher than the agreed value.
- We trust you when we enter into a contract or when we pay you indemnities.
- The amount of insurance premium does not depend on the number of instalments.
- We will refund your money if you wish to withdraw from the contract within 14 days of entry into the contract.
- Genuine spare parts are used to repair vehicles that are up to five years old.
- We guarantee that indemnity is paid out quickly if a vehicle is stolen.
- The sum insured does not decrease after the occurrence of a loss.

**Sales and Service**
Customer Services Helpline 1513
varakindlustus@swedbank.ee
www.swedbank.ee
Liivalaia 12, 15039 Tallinn

**Claims Handling**
Reporting a damage
www.swedbank.ee/kindlustus
Claims Handling Helpline 888 2111 (24 h)
kahjuabi@swedbank.ee

The Terms and Conditions of Motor Own Damage Insurance 13 of Swedbank P&C Insurance AS are effective as of 19 September 2013.

This is a translation. In case of dispute the Estonian terms and conditions are valid.
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Motor Own Damage insurance contract

A good insurance contract is accurate and detailed. The insurance contract that proves your insurance cover therefore consists of different documents.

The documents of a motor own damage insurance contract are the following:

- the Terms and Conditions of Motor Own Damage Insurance of Swedbank P&C Insurance AS that determine the extent of the insurance cover of motor own damage insurance;
- the General Terms and Conditions of Swedbank P&C Insurance AS that determine the general principles of insurance contracts. The version of the General Terms and Conditions applied to the contract is specified in the policy;
- insurance policy, which proves that an insurance contract has been entered into.

Important information

We may need you to give us information about the following important circumstances before we can enter into a motor own damage insurance contract with you:

- details of the vehicle;
- description of any damages to the vehicle;
- purpose of the vehicle;
- number, age and driving experience of users and the number of traffic accidents they have caused.

We presume that the information you have provided is true and accurate. We may, as set out in the insurance contract, reduce the insurance indemnity, refuse to pay out the indemnity or terminate the insurance contract if you have knowingly submitted false information to us. Please notify us immediately if the information you have provided changes during the insurance period.

Definition of motor own damage insurance terms

We have defined the meaning of the different terms used in the terms and conditions of insurance.

We or the insurer means Swedbank P&C Insurance AS.

You or the policyholder means the person specified as the policyholder in the policy.

Vehicle means the land vehicle (e.g. a motor car, truck, trailer, tractor) specified in the policy, which is registered or subject to registration in the Republic of Estonia, and the items permanently attached to the vehicle (audio equipment, wheel rims, additional lights).

Insurance cover means our obligation to indemnify to you the loss you have suffered in accordance with the terms and conditions given in the insurance contract.

Insurance period means the period of time for which the insurance cover is valid and for which the insurance premium has been calculated. The insurance period will be one year, unless otherwise stipulated in the insurance contract.

Agreed value of the vehicle means the price of the vehicle specified in the policy, which decreases 1% per month during the insurance period. The agreed value of the vehicle does not decrease during the time the additional cover of a new vehicle is effective (see page 11). A new agreed value of the vehicle is determined when the insurance contract is extended.

Market value means the ordinary sales price of your vehicle at the moment immediately preceding the insured event.

Sum insured of the vehicle means the maximum amount of money to the extent of which we will indemnify for the loss caused to the vehicle due to a single insured event. The sum insured is the agreed value of the vehicle or the market value of the vehicle if the latter is higher than the agreed value. The sum insured includes VAT unless otherwise specified in the policy. The sum insured is not reduced by the amount of indemnity paid out.
Insured event means the event specified in the insurance contract, the occurrence of which brings about our obligation to pay indemnity.

Insurance indemnity means the monetary or non-monetary compensation for the material damages you have suffered. Non-monetary indemnity means repair or replacement of the vehicle, a part of the vehicle or accessories (see page 14).

Excess means the amount, which you must cover in case of each insured event. Excess is specified in the policy. Excess may be determined as a fixed amount of money or as a percentage of the loss amount subject to indemnification (see page 15).

Total loss means that the vehicle is damaged to such an extent that repairing it is not practical from the viewpoint of traffic safety or economic considerations, or the vehicle was stolen and it has not been found within 2 months.

Purpose means the intended use of the vehicle specified in the policy. Usually a vehicle is in normal use. A vehicle is not in normal use when used as a taxi or a public transport vehicle, a short-term rental vehicle (the term of the rental agreement is less than 6 months), an emergency vehicle, a vehicle for driving practice, a courier vehicle or an emergency vehicle of a security company.

Area of validity means the geographic territory specified in the policy where the insurance cover is valid.

Insured object
- The vehicle specified in the policy and the items permanently fixed to the vehicle (audio equipment, wheel rims, additional lights) and accessories.
- Accessories are the light trailer, roof rack, bicycle rack, child’s seat, and removable GPS equipment attached to the vehicle at the moment of an insured event.
- A second set of tyres and/or wheel rims in a locked storage space is also insured as accessories. Insurance cover is applicable to these items only in the event of theft.

Personal belongings
Personal belongings left in the vehicle, which are not accessories, are covered only if you have selected the Elite Motor Own Damage Insurance package. The sum insured of personal belongings is specified in the policy.

What does insurance cover?
Our goal is to provide you with exactly the kind of insurance cover you need.

Basic, Standard and Elite Motor Own Damage Insurance are explained below.
- **Basic Motor Own Damage Insurance** – fire and theft;
- **Standard Motor Own Damage Insurance** – all risk insurance;
- **Elite Motor Own Damage Insurance** – all risk insurance plus convenience services.

Your choice is specified in the policy.

**Basic Motor Own Damage Insurance**
We will indemnify for the loss caused during the insurance period by fire damage, unauthorised use or theft of the vehicle.

Fire damage means damage or destruction of a vehicle due to fire, smoke, soot or fire extinguishing. Fire damage does not include loss caused by a short-circuit in an electrical device only to that particular device.

Unauthorised use means unlawful use of a vehicle without intent of appropriation.

Theft means deprivation of a vehicle with intent of illegal appropriation.

We will indemnify for the damages caused to the vehicle during the time the vehicle was in unlawful possession, incl. damages caused during the deprivation of the vehicle, after the vehicle is found. An act against property is not deemed an insured event if possession of the vehicle, its keys or alarm remote controls were voluntarily handed over.

**Exception:** We indemnify for the loss if you handed the keys to the vehicle over to an official service provider for provision of a service (e.g. repair and maintenance works, parking, car wash).

We have the right to reduce the insurance indemnity or refuse to pay it out if:
- the loss is caused by the policyholder or persons equivalent to the policyholder (pursuant to the General Terms and Conditions of Insurance Contracts of Swedbank P&C Insurance AS) deliberately or due to gross negligence;
- the vehicle was taken for unauthorised use or stolen because the keys to the vehicle were negligently stored. For instance, you left the keys to the vehicle...
Standard Motor Own Damage Insurance

In addition to the events listed in Basic Motor Own Damage Insurance, we indemnify for damages caused to the insured object by any other sudden and unexpected event (such as traffic accident, breakage, natural catastrophe, accident).

The following are not insured events:

- traffic accident if the vehicle was driven by a person under the influence of alcohol or narcotic substances;
- minor injuries caused to forestry and farming vehicles (scratches and small dents).
- the speed limit was exceeded significantly with the vehicle and this is in cause-and-effect relationship with the occurrence of loss;
- summer tyres are used at the time when use of winter tyres is mandatory pursuant to legislation;
- an event caused by insufficient quantity or circulation of oil, cooling liquid or other liquids in the equipment of the vehicle;

We have the right to reduce the insurance indemnity or refuse to pay it out if:

- the loss is caused by the policyholder or persons equivalent to the policyholder (pursuant to the General Terms and Conditions of Insurance Contracts of Swedbank P&C Insurance AS) deliberately or due to gross negligence:
  
  Exception: We will indemnify for the loss if the traffic accident is not caused deliberately and we do not have the right to reduce the indemnity or refuse to pay out the indemnity on other grounds.

Example: If a driver drives in front of a vehicle travelling on a main road, it will be deemed gross negligence, but the loss will be indemnified. However, the loss will not be indemnified if the driver was intoxicated.

- the speed limit was exceeded significantly with the vehicle and this is in cause-and-effect relationship with the occurrence of loss;
- summer tyres are used at the time when use of winter tyres is mandatory pursuant to legislation;
- an event caused by insufficient quantity or circulation of oil, cooling liquid or other liquids in the equipment of the vehicle;

We also have the right to reduce the insurance indemnity or refuse its compensation on the basis of clause 20 of the General Terms and Conditions of Swedbank P&C Insurance AS.

Exception: We will indemnify for the loss if the quantity of liquid was insufficient because of a traffic accident, the loss occurred immediately after the traffic accident and, considering the circumstances, the driver did everything they could to avoid increase in loss.

- the loss occurred when the vehicle was driven in a place where risk is considerably higher (e.g. in a boggy area, water body, quarry etc.) or when it was driven on a flooded area;
- the cause of the traffic accident is the technical condition of the vehicle, which does not allow for the vehicle to be used safely and you were aware of this or it was evident beforehand;
- at the time of the traffic accident the vehicle was overloaded in a manner not permitted;
- the vehicle was rebuilt without the necessary requirements being adhered to and this affected the occurrence of loss;
- the vehicle was taken for unauthorised use or stolen and it becomes evident that at the moment the crime was committed, the doors, windows, roof hatch or other openings of the vehicle were not closed and locked;
- the vehicle was rebuilt without the necessary requirements being adhered to and this affected the occurrence of loss;
- unauthorised use of theft of the vehicle was not reported to the police.

We have the right to reduce the insurance indemnity or refuse to pay it out if:

- the loss is caused by the policyholder or persons equivalent to the policyholder (pursuant to the General Terms and Conditions of Insurance Contracts of Swedbank P&C Insurance AS) deliberately or due to gross negligence:

Exception: We will indemnify for the loss if the traffic accident is not caused deliberately and we do not have the right to reduce the indemnity or refuse to pay out the indemnity on other grounds.

Example: If a driver drives in front of a vehicle travelling on a main road, it will be deemed gross negligence, but the loss will be indemnified. However, the loss will not be indemnified if the driver was intoxicated.

- the speed limit was exceeded significantly with the vehicle and this is in cause-and-effect relationship with the occurrence of loss;
- summer tyres are used at the time when use of winter tyres is mandatory pursuant to legislation;
- an event caused by insufficient quantity or circulation of oil, cooling liquid or other liquids in the equipment of the vehicle;

We also have the right to reduce the insurance indemnity or refuse its compensation on the basis of clause 20 of the General Terms and Conditions of Swedbank P&C Insurance AS.

Exception: We will indemnify for the loss if the quantity of liquid was insufficient because of a traffic accident, the loss occurred immediately after the traffic accident and, considering the circumstances, the driver did everything they could to avoid increase in loss.

- the loss occurred when the vehicle was driven in a place where risk is considerably higher (e.g. in a boggy area, water body, quarry etc.) or when it was driven on a flooded area;
- the cause of the traffic accident is the technical condition of the vehicle, which does not allow for the vehicle to be used safely and you were aware of this or it was evident beforehand;
- at the time of the traffic accident the vehicle was overloaded in a manner not permitted;
- the vehicle was rebuilt without the necessary requirements being adhered to and this affected the occurrence of loss;
- the vehicle was taken for unauthorised use or stolen and it becomes evident that at the moment the crime was committed, the doors, windows, roof hatch or other openings of the vehicle were not closed and locked;
- the vehicle was rebuilt without the necessary requirements being adhered to and this affected the occurrence of loss;
- unauthorised use of theft of the vehicle was not reported to the police.

We have the right to reduce the insurance indemnity or refuse to pay it out if:

- the loss is caused by the policyholder or persons equivalent to the policyholder (pursuant to the General Terms and Conditions of Insurance Contracts of Swedbank P&C Insurance AS) deliberately or due to gross negligence:

Exception: We will indemnify for the loss if the traffic accident is not caused deliberately and we do not have the right to reduce the indemnity or refuse to pay out the indemnity on other grounds.

Example: If a driver drives in front of a vehicle travelling on a main road, it will be deemed gross negligence, but the loss will be indemnified. However, the loss will not be indemnified if the driver was intoxicated.

- the speed limit was exceeded significantly with the vehicle and this is in cause-and-effect relationship with the occurrence of loss;
- summer tyres are used at the time when use of winter tyres is mandatory pursuant to legislation;
- an event caused by insufficient quantity or circulation of oil, cooling liquid or other liquids in the equipment of the vehicle;

We also have the right to reduce the insurance indemnity or refuse its compensation on the basis of clause 20 of the General Terms and Conditions of Swedbank P&C Insurance AS.
Emergency assistance in the event of a technical fault of a motor car or van. In the case of motor cars and vans, we indemnify for the expenses incurred due to the use of emergency services. We will indemnify for the following expenses caused by an unexpected technical failure of the vehicle, the driver’s negligence, or theft or loss of the keys to the vehicle if it is impossible to continue driving the vehicle:

• cost of initial start-up assistance;
• expenses incurred in transporting the vehicle to the nearest or our chosen repair shop or guarded car park and the associated parking costs if the fault cannot be eliminated on site;
• in the case of a flat tyre, the cost of emergency assistance incurred in association with the installation of a new tyre if you need help in changing the tyre or have no spare wheel. We will not indemnify for the cost of a tyre or spare wheel if the tyre or the wheel is not damaged as a result of the insured event;
• if you run out of fuel, the expenses incurred in obtaining fuel in order to drive to the nearest petrol station;
• the cost of switching off the alarm if necessary;
• other expenses similar to the events described above.

We only indemnify for emergency assistance expenses if you have ordered the service by calling the Emergency Helpline of Swedbank P&C Insurance AS on 888 1888.

Exception: If it is impossible for us to organise emergency assistance (especially in Russia, Ukraine, Belarus, Turkey), we will indemnify for the documented emergency expenses you have incurred, that are reasonable and justified.

Elite Motor Own Damage Insurance
In addition to the events specified under Standard Motor Own Damage Insurance we will also indemnify for the expenses incurred due to travel interruption, loss of keys or damages to personal belongings.

Travel interruption expenses
If you are unable to continue travelling due to an insured event, technical fault of the vehicle, loss or theft of keys, we will indemnify the driver of the vehicle and the passengers for the following:

• reasonable additional accommodation expenses incurred if you are more than 100 km from your home or place of accommodation and it is not possible to return home immediately;
• reasonable expenses incurred in returning home or continuing to travel by other means of transportation.

The sum insured of travel interruption expenses is specified in the policy.

Loss of keys
We will indemnify you for the cost of recoding your anti-theft device, ordering additional key or changing the locks of your vehicle if the keys to or alarm remote controls of your vehicle are lost or stolen.

The amount of retention in the event of losing the keys is indicated in the policy.

Damage to personal belongings
We will indemnify for the expenses incurred in reacquiring or repairing your personal belongings if items left in the vehicle were damaged as a result of an insured event or if items kept in an invisible place in the vehicle were stolen. We will also indemnify the theft of bicycles and skis in a locked car roof box and roof rack attached to the vehicle. Indemnity is paid out in the case of theft if the event is registered by the police.

The sum insured of damage to personal belongings is specified in the policy.

Transfer service
We will take your vehicle to a repair shop at the agreed time for evaluation of the consequences of an insured event and for a repair and we will bring it back to you.

The service is provided in Tallinn, Tartu and Pärnu, and within 20 km of the borders of said cities. The service includes transportation of the vehicle to a repair shop in the same city.

In order to use the service you must authorise our representative to use the vehicle.

If you do not or can not use the transfer service, we will indemnify for the expenses of taking the vehicle to a repair shop and bringing it back from the repair shop to the extent of 40 euros on the basis of expense receipts.

Additional options
You can add new car and replacement car cover to Standard and Elite Motor Own Damage Insurance, which will be specified in the policy.

New car cover
The agreed value of the vehicle does not decrease during the insurance period if less than one year has passed from the first registration of the vehicle when entering into insurance contract.

We will indemnify the agreed value of the vehicle or the market value of the vehicle if the latter is higher than the agreed value.

Replacement car cover
We will indemnify you for the expenses incurred in renting a replacement vehicle or for other travel expenses approved by us, which you incurred at the time when using...
your vehicle was impossible as a result of an insured event. Replacement car cover also applies to cases where the other party to the traffic accident is at fault and the damages caused to your vehicle are indemnified under the motor third party liability insurance of the other party. We will pay the rental cost of a replacement vehicle or other travel expenses for up to 30 calendar days per insured event. The maximum indemnity payable by us per day is specified in the policy.

The additional replacement car cover does not apply to the following:

• your expenses incurred on fuel and other exploitation costs of the replacement car (parking costs, screen wash, etc.);
• damage caused by and/or to the replacement car;
• expenses incurred during the period when you do not allow for the vehicle to be repaired or after the vehicle was already repaired;
• expenses for a repair period extended at your request if the damages caused as the result of the insured event have already been eliminated.

Additional expenses to be indemnified
In addition to direct material damage and emergency assistance expenses, we will indemnify for the following expenses incurred after an insured event:

• expenses incurred in hauling the vehicle back on the road;
• expenses incurred in transporting the vehicle to the repair shop or car park that is the nearest or determined by us, and the associated parking costs if the vehicle is no longer roadworthy;
• expenses incurred in transporting the vehicle back to Estonia if the loss occurred outside Estonia, the vehicle was not roadworthy and we do not agree to the vehicle being repaired in the country of its location.

We will indemnify transportation expenses, that are reasonable and justified.

General exclusions
Insurance does not cover and indemnity is not paid for events caused by the following sources, events, conditions and actions, or the damages that have resulted therefrom:

• war or political armed conflict, rebellion, mass riot, strike, interruption of work, terrorism, application of international sanctions or expropriation of property;
• nuclear weapon, nuclear fuel, nuclear energy or radioactive substance or other source of radiation, explosion of a nuclear or radioactive substance.

What to do in the case of an insured event

If you were involved in a traffic accident, your vehicle was stolen or caught fire, please call:

• the police on 110 if people were injured in the traffic accident or the parties to the accident failed to reach an agreement as to who caused the accident, the person who suffered the loss is unknown or the vehicle is destroyed or stolen;
• the emergency telephone number 112 if there is a risk of a fire, explosion or environmental pollution.

Call us on 888 1888 to use the emergency assistance service, or to have the vehicle hauled back on the road or towed.

After that, please notify the Claims Handling Department of Swedbank P&C Insurance AS of the loss as soon as possible or, if necessary, ask someone else to do so not later than within 3 days:

Contact details of Claims Handling:
Reporting a damage
www.swedbank.ee/kindlustus
Telephone 888 2111 (24 h)
kahjuabi@swedbank.ee

A loss adjuster of Swedbank P&C Insurance AS will advise you on how to act at the scene of the event, accept the loss notice from you and give you an overview of the next steps.

In order to decide whether we will indemnify the loss, we need to gather information and specify the circumstances of the insured event.

Therefore we may require:

• an explanation from the policyholder and the possessor of the property about the loss event;
• in the case of vandalism, theft or robbery, a police statement;
• documents which certify the costs arising due to the loss event;
• other documents to ascertain the circumstances and extent of the loss event, if necessary.
Indemnification principles

Manner of indemnification
We will pay the repair costs of your vehicle or pay you a monetary indemnity in the case of loss which occurred as a result of an insured event.
In the case of total loss, we will pay the indemnity in cash or replace the vehicle with an equivalent one. We have the right to choose the manner of indemnification. We will indemnify for the cost of repairs or reacquisition in the case the vehicle’s accessories or your personal belongings are stolen or damaged.

Vehicle repairs
We will repair your vehicle, a part of the vehicle or its accessories if it is economically and technically justified. The age and overall conditions of your vehicle is considered when it is repaired. Genuine spare parts, which have been produced by the manufacturer of the vehicle and have a warranty, are used to repair vehicles that are up to 5 years old. Upon an insured event that involves the vehicle’s panoramic sunroof or glass roof door, you will have to pay the excess on the glass specified in the policy. Second hand or non-genuine spare parts may be used to repair older vehicles, provided that their condition is not worse than the condition of the relevant damaged or destroyed parts of the vehicle before the insured event.

We will not indemnify for parts of the vehicle which, according to traffic safety requirements, should have been replaced by the time the loss occurred.

Example: Replacement of the windscreen is not subject to indemnification if there were damages within the area covered by windscreen wipers on the driver’s or the passenger’s side, which made observing the traffic more difficult and which were there before the occurrence of the insured event.

If a part of the vehicle that is subject to be replaced or repaired was seriously damaged before the insured event, we have the right to deduct the expenses incurred to eliminate earlier damages from the indemnity or reduce the indemnity paid out for replacement of the damaged part in proportion to the damage.

The amount of the insurance indemnity in the case of repairs is the cost of repair works accepted by us less excess.

We have the right to determine the repair shop where the vehicle will be repaired. The indemnity will be limited to the price quote made by the repair shop chosen by us if you would like to have the vehicle repaired in a repair shop chosen by you and the cost of repairs there exceeds the price quote of the repair shop of our choice.

Monetary indemnity
We will pay out the repair costs of the vehicle in cash by mutual agreement.

We will pay out the insured amount less excess in the case of total loss of a vehicle if the vehicle is not replaced (see page 6). We have the right to keep the remains of the vehicle. We will reduce the insurance indemnity by the market value of the remains of the vehicle if you decide to keep them for yourself.

We have the right to deem an event a total loss even if repairs of the vehicle cost more than 50% of the sum insured. The insured event is deemed a total loss event if the cost of repairs exceeds 70% of the sum insured and we will pay you the sum insured less excess (see page 6).

If you have not paid the entire insurance premium due for the insurance period to us, we have the right to deduct the insurance premiums not paid for the insurance period from the insurance indemnity when we indemnify for total loss.

Excess
You must cover the excess specified in the policy in the case of all insured events. Excess is deducted from the amount to be indemnified, unless otherwise agreed. If the traffic accident occurred and the vehicle is repaired outside of Estonia, you will have to pay double the excess specified in the policy.

Indemnification procedure
We do everything we can to make the indemnification process quick. We will advise you of our decision about whether or not we will indemnify the loss immediately, but not later than within 10 days of ascertaining the circumstances and extent of the loss and receipt of all the necessary documents about the insured event. In the case of theft or unauthorised use of the vehicle, not later than within 2 months of the occurrence of the insured event.

If a criminal procedure is initiated in relation to the circumstances of an insured event, we have the right to postpone indemnification for the loss until the end of the criminal procedure.

Please inform us immediately if a vehicle, which was taken for unauthorised use or stolen, is found. If we have indemnified you
for a vehicle or a part thereof, which was taken for unauthorised use or stolen, and the vehicle or the part thereof is found, you must immediately deliver the vehicle or the part to us or refund us the insurance indemnity we paid out.

If the loss caused to you is subject to partial or full indemnification under another insurance contract, we have the right to reduce the insurance indemnity accordingly or refuse to pay out the insurance indemnity.

Complaints handling

Please let us know if you are not satisfied with the service provided by Swedbank P&C Insurance AS. We hope that we will be able to find a solution that satisfies both parties. If you disagree with our decision or would like additional explanations, you have the right to apply for a revision of the decision. Send us your written request explaining your position about the decision we made. We will respond within 10 days of submission of the application.

You have the right to file complaints about our activities with the Consumer Protection Board or the Financial Supervision Authority. We will be happy to help you if you need more data to write your complaint. You can also go to court to dispute the decision we have made about indemnifying for your loss.

More information about the procedure for the resolution of complaints and bodies resolving complaints is available in the Procedure for Processing Customer Complaints available at the website of AS Swedbank.

The Financial Supervision Authority (postal address: Sakala 4, Tallinn 15030) exercises supervision over Swedbank’s activities.
The service provider is Swedbank P&C Insurance AS. Read the insurance conditions and when necessary, consult an insurance specialist.

Additional information from the customer services helpline 1513 and from the internet address www.swedbank.ee