# **Motor Third Party Liability Insurance**

# **Insurance Service Information Document**

**AAS BTA Baltic Insurance Company Eesti filiaal** 



The insurance service information document is a general overview of motor third party liability insurance. It does not reflect your insurance contract based on your insurance interests. The terms of the agreement are detailed in other documents, including the offer, insurance terms, and policies.

#### What type of insurance is this?

Compulsory motor third party liability insurance is the liability of the vehicle owner for the damage caused to the vehicle by a third party. In other words, the insurer will compensate the injured person for damage caused by the vehicle instead of the person who caused the damage. Compulsory motor third party liability insurance covers liability arising from damage caused during the use of the vehicle as a means of transportation. The terms of the contract primarily derive from the Traffic Insurance Act.



#### What is insured?

- ✓ Following is insured:
  - liability for the damage caused in the insured event by the vehicle indicated on the policy
  - medical treatment of the driver who caused the insured event
- ✓ An insurance event is damage caused to a third party with a vehicle covered by the insurance obligation, occurring during the use of the vehicle as a means of transport. The most common insurance event is a traffic accident
- ✓ The sum insured per insured event that took place in Estonia is 1 300 000 euros in the event of damage of a thing and 6 450 000 euros in the event of personal injury



#### What is not insured?

- The vehicle indicated on the policy is not insured. For this, a voluntary vehicle insurance (CASCO) contract must be concluded
- The liability of the vehicle's driver is not insured if the vehicle was being used for purposes other than as a means of transportation at the time of the incident
- The insurer will indemnify the injured party, but will submit a refund for the person who caused the damage
  - if the damage was caused intentionally
  - if the injured person was driving the vehicle in a state of intoxication



### Are there any restrictions on cover?

- Restrictions on insurance cover come from Motor Insurance Act, for example, following is not reimbursed:
  - ! the damage caused to oneself
  - ! damage resulting from the damage to cargo transported under a carriage contract, if the accident was caused by the carrier



#### Where am I covered?

✓ In countries of the European Economic Area, Swiss Confederation and other countries indicated on the Green Card



## What are my obligations?

- Your primary obligation is to pay an insurance premium
- The insurer must be informed about the circumstances of the risk and their changes, for example, the main purpose of the vehicle
- In traffic, you must follow the traffic rules and behave reasonably
- The insurer must be promptly notified of the accident and the instructions of the insurer must be followed
- Damaged vehicle and other property must be maintained in the event of an accident in accordance with the instructions of the insurer



### When and how do I pay?

The insurance premium amount and its due date for payment are specified within the policy. Payments are usually made by bank transfer according to the bill.

If the contract is considered concluded upon payment, then the offer includes the timeframe within which the payment must be made.



#### When does the cover start and end?

The insurance coverage begins, and the contract takes effect on the date the insurance period starts. The coverage expires at the end of the insurance period.

The coverage may end before the specified period in certain circumstances. For example, the insurer may terminate the contract if the premium is not paid. The contract also automatically expires if the vehicle is removed from the register.

An automatically renewing contract will be extended for the next insurance period unless you notify otherwise at least two working days before the end of the current period and do not enter into a contract with another insurer.



#### How do I terminate the insurance contract?

To terminate the insurance contract, an application must be submitted to the insurer. The contract can be prematurely terminated only through an agreement between the policyholder and the insurer. Generally, the insurer cannot be required to terminate the contract.