Motor third-party liability (MTPL)

Insurance product information document
AS LHV Kindlustus (14973611), registered in the Republic of Estonia

This information document provides a general overview of motor third-party liability insurance. This document does not reflect all of the terms and conditions of the insurance contract based on your insurance interest and needs. The terms and conditions of the insurance contract are set out in the Motor Insurance Act, the offer, and the policy. The foregoing information and all communication between the Parties shall be in English, unless otherwise agreed. The insurance contract is governed by the laws of the Republic of Estonia.

What type of insurance is it?

Motor third-party liability insurance covers the liability of the possessor of a vehicle for damage caused to a third party with the vehicle. LHV Kindlustus compensates the loss to the victim instead of the person who caused the damage. Motor third-party liability insurance covers liability arising from damage caused during the use of the vehicle as a means of transport. The terms and conditions of the insurance contract are stated in the Motor Insurance Act.

What is insured?

Covered is:

  - ✓ Liability for damage caused by an insured event with the vehicle specified in the policy
  - ✓ Medical expenses incurred by the driver who caused the damage whilst receiving treatment at a healthcare facility
- ✓ An insured event is damage caused to a third party by a vehicle covered by the insurance obligation during the use of the vehicle as a means of transport. The most common type of insured event is a traffic accident
- ✓ The sum insured per insured event occurring in Estonia is
  - ✓ 1,300,000 euros in case of material damage and 6,450,000 euros in case of personal injury.

What is not insured?

- ✘ The vehicle itself specified in the policy is not insured. To do this, a voluntary motor insurance contract, also known as Casco insurance, must be concluded.
- ✘ The liability of the driver of the vehicle is not insured if the vehicle was used for a purpose other than as a means of transport at the time of the incident
  - ✘ The insurer indemnifies to the injured party, but submits a recourse to the person who caused the damage, for example:
  - ✘ if the damage was caused intentionally
  - ✘ if the person who caused the damage was driving the vehicle while in a state of intoxication

Are there any restrictions on insurance cover?

Restrictions are stated in the Motor Insurance Act; for example, the following are not covered:

- ! damage caused to yourself;
- ! loss resulting from damage to the cargo transported under the contract for carriage, if the accident was caused by the carrier;

Where am I insured?

- ✓ Insurance cover is valid in the region of the European Economic Area, the Swiss Confederation, and other countries indicated on the green card

What are my obligations?

- Pay the insurance premiums according to the terms and amount specified in the policy.
- Inform LHV Kindlustus of any risk circumstances and their changes, such as the main use of the vehicle.
- Follow the traffic rules and behave sensibly when out on the road
- Notify LHV Kindlustus of the traffic accident immediately and follow the instructions provided by LHV Kindlustus
- Keep the vehicle and other property damaged in the traffic accident in the condition after the accident until you receive instructions from LHV Kindlustus
- Notify LHV Kindlustus immediately of any change in vehicle owner or responsible user

When and how should I pay?

The fee for the insurance premium or its instalments in the amount and terms stated in the policy must be paid based on an invoice by bank transfer or an e-invoice standing order agreement. If the contract is deemed to have been concluded upon payment of the premium, the offer shall indicate the time within which the payment must be made.

When does the insurance cover start and end?

The insurance cover begins, and the insurance contract enters into force on the start date of the insurance period. If no time is specified on the policy, the contract shall enter into force at 00:00 and shall expire at 23:59 on the date specified on the policy. The insurance cover expires at the end of the insurance period.

The insurance cover may end before the end of the insurance period specified in the insurance contract. For example, LHV Kindlustus may terminate the insurance contract if the insurance premium has not been paid. The insurance contract terminates automatically if the vehicle is deleted from the traffic register.

The automatically renewed contract is extended for the next insurance period unless the policyholder expresses a different intention no later than two working days before the end of the insurance period and does not enter a contract with another insurer.

How can I terminate the insurance contract?

Motor third-party liability insurance contract may be terminated on the grounds set out in the Motor Insurance Act. To this end, apply to LHV Kindlustus at kindlustus@lhv.ee. To this end, apply to LHV Kindlustus at the e-mail address kindlustus@lhv.ee in a form that can be reproduced in writing. Please state the name of the person entitled to a refund of the insurance premium paid and their bank account number on the application form. If you have not indicated the end date of the insurance contract in the application, LHV will terminate the contract on the next day after delivery of the application.

If you have concluded the insurance contract by means of communication, you have the right to withdraw from the contract within 14 days after concluding it. To this end, submit a written application to LHV Kindlustus in a form that can be reproduced in writing at www.lhv.ee/et/kindlustus/taganemine or the e-mail address kindlustus@lhv.ee. If you withdraw from the insurance contract, LHV Kindlustus will refund the insurance premium paid to you in the part corresponding to the time when the insurance cover was not valid.

In the event of an insurance dispute, you can contact LHV Kindlustus at the e-mail address kahjud@lhv.ee or by post at Tartu mnt 2, 10145 Tallinn. The out-of-court adjudicator for insurance disputes is the Insurance Disputes Conciliation Body operating under the Estonian Insurance Association, whose email address is lepitus@lkf.ee and postal address is Mustamäe tee 46, 10621 Tallinn, and the Consumer Protection and Technical Regulatory Authority, whose email address is info@ttja.ee and postal address is Endla 10a, 10122 Tallinn.