



# **PZU Terms And Conditions Of Comprehensive Motor Insurance S100/2025**

**Effective as of 28.03.2025**



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These terms and conditions of insurance (hereinafter also the Terms and Conditions) are a part of the personal liability traffic insurance contract entered into with AB Lietuvas draudimas Estonian Branch (hereinafter the Insurer or PZU) where the insured object is **a bus, trailer, motorcycle, truck or motorhome** (hereinafter the Vehicle). The Terms and Conditions of Insurance are applied with the PZU General Terms and Conditions of Insurance Contracts. In any issues not regulated in the Terms and Conditions of Insurance the parties to the insurance contract will proceed from the Law of Obligations Act and other legislation effective in the Republic of Estonia at the time of occurrence of the insured event.

## 1. Insured object

- 1.1. The insured object is the Vehicle indicated in the policy as it was before the insured event. Any special equipment and modifications required for using the Vehicle for its purpose are insured with the Vehicle, unless otherwise agreed in the insurance contract. In the case of lifting equipment, insurance cover only applies in the case of damage caused by vandalism, theft, traffic accident, fire or explosion. The value of special equipment and retrofitting must be included in the sum insured of the Vehicle.
- 1.2. The accessories of the Vehicle are the insured object to the extent specified in clause 5 of these Terms and Conditions and in the policy. Accessories mean the stickers, protective films, entertainment, multimedia, navigation, communications and consumer equipment, additional lights, elements that change the appearance/aerodynamics of the Vehicle, alloy wheels, spare wheels, spare bumpers, communication equipment that have been permanently attached to the Vehicle. In the case of a motorcycle, protective clothing and a helmet damaged in the event of a traffic accident are insured up to the sum insured of additional equipment.
- 1.3. The following are not insured objects:
  - 1.3.1. tools (excluding the repair kit provided with the Vehicle by the Manufacturer), equipment, spare parts and materials kept in the Vehicle;
  - 1.3.2. goods transported with the Vehicle;
  - 1.3.3. unauthorised modifications of the Vehicle;
  - 1.3.4. paintings on the Vehicle; and
  - 1.3.5. equipment and details that have been installed in violation of the requirements of legislation.

## 2. Insured event

- 2.1. Insured event means a sudden and unexpected event in the course of which the insured object is damaged, destroyed or lost during the validity of the insurance cover. The insurer becomes obliged to indemnify for the damage upon the occurrence of an insured event.
- 2.2. **Kasko** insured events and services to be indemnified are:
  - 1) accident;
  - 2) vandalism;
  - 3) theft;
  - 4) damage caused to the Vehicle or trailer upon loading (in the case of a special agreement indicated in the policy); and
  - 5) PZU Autoabi roadside assistance for motorcycle or motorhome;
  - 6) replacement trailer insurance (in the case of a special agreement indicated in the policy).
- 2.3. **Accident** means the damage or destruction of the insured object as a result of an external mechanical impact, traffic accident, natural disaster, fire (including smoke, soot and fire-extinguishing operations) or explosion (including the detonation of an explosive).
- 2.4. **Vandalism** means damage intentionally caused to the Vehicle by a third party.
- 2.5. **Theft** means the loss of or damage to the insured object or parts thereof as a result of theft, robbery or attempts thereof.
- 2.6. **Damage caused upon loading** means the damage or destruction of the Vehicle or trailer upon the loading or unloading of cargo, except for the damage specified in clauses 2.9.32. and 2.9.33.
- 2.7. **PZU Autoabi roadside assistance** is only applied to motorcycles and only if driving further is obstructed by a sudden and unexpected event, for example a traffic accident or a technical breakdown, driving off the road, the motorcycle getting stuck in snow or sand, the motorcycle running out of fuel, a flat tyre, a malfunction of the alarm system or the motorcycle not starting. The PZU Autoabi roadside assistance service is only valid if ordered by calling the contact number of PZU. The persons who were on the

motorcycle will be taken from the scene of the event to their destination within the territory of Estonia via the PZU Autoabi roadside assistance service.

- 2.7.1. **Replacement trailer insurance** covers the loss caused by damage to or destruction of the trailer if the trailer was connected to the truck's coupling device at the moment of the insured event.
- 2.7.2. The deductible of the respective insured event indicated in the insurance contract is applied in the case of replacement trailer insurance. If both the truck and the replacement trailer are damaged or destroyed as a result of the same incident, separate deductibles apply to the truck and the replacement trailer.
- 2.7.3. The sum insured of the replacement trailer is specified in the policy.

**2.8. The following will not be indemnified:**

- 2.8.1. damage that occurred outside the insurance territory specified in the insurance policy;
- 2.8.2. damage caused by the theft or unauthorised use of the Vehicle if the key of the Vehicle was in the Vehicle or entering and/or starting the Vehicle was not obstructed. "Key" means any mechanical or electronic keys, cards, remote keys and any other devices used for unlocking the Vehicle or operating its security and/or alarm devices that were part of the Vehicle configuration at the time the insurance contract was entered into;
- 2.8.3. damage caused by the theft of the Vehicle or any insured parts thereof if the Vehicle was not locked or if the Vehicle had no anti-theft equipment as required by PZU or if such equipment was not activated or in working order before the damage was sustained;
- 2.8.4. maintenance, repair, washing or cleaning expenses that are not related to an insured event;
- 2.8.5. damage if the technical condition of the Vehicle does not comply with the requirements of the insurance contract and/or legislation;
- 2.8.6. damage if PZU was not notified of the transfer of the Vehicle in a format that can be reproduced in writing and the insured event occurs more than 30 days after the time when PZU should have received the relevant notice;
- 2.8.7. damage caused by the overloading of the Vehicle or the equipment in the Vehicle during operation;
- 2.8.8. damage caused by the Vehicle being used for the wrong purpose;
- 2.8.9. the expenses related to the faster-than-usual delivery of the parts of the Vehicle and any other work done faster than usual;
- 2.8.10. damage caused by non-standard modification of the Vehicle (including performance tuning or chip tuning) unless otherwise indicated in the policy;
- 2.8.11. damage caused by wear and tear of the Vehicle (including in relation to theft);
- 2.8.12. damage caused by corrosion, mould or other long-term processes;
- 2.8.13. damage caused by freezing;
- 2.8.14. damage caused by insufficient or improper maintenance, repair and/or use of the Vehicle;
- 2.8.15. damage caused by the use of substandard fuel;
- 2.8.16. damage caused by the inadequate quantity or poor quality of oil, coolant, brake or transmission fluid;
- 2.8.17. loss that has occurred due to a fault, error, damage, etc., that is repaired under warranty;
- 2.8.18. loss related to a technical fault;
- 2.8.19. loss caused by tyre damage (excluding vandalism) if this did not occur alongside any other damage to the Vehicle that is subject to indemnification;
- 2.8.20. loss caused by the policyholder or an equivalent person losing possession of the Vehicle as a result of fraud, unauthorised use, embezzlement or extortion, and the damage caused to the Vehicle during the aforementioned events;
- 2.8.21. loss caused by theft or robbery of any parts removed or dismantled from the Vehicle by the policyholder or with the knowledge of the policyholder;
- 2.8.22. loss caused by theft of the Vehicle if all of the keys to the Vehicle were not handed over to PZU with the request for indemnification;
- 2.8.23. loss caused by fuel leaking out of or being stolen from the Vehicle;
- 2.8.24. loss caused in relation to a painting or paintings on the Vehicle;
- 2.8.25. loss caused by using the Vehicle in competitions or training;
- 2.8.26. damage caused by driving the Vehicle in areas not meant for traffic (terrain, coastal areas, water, swampy areas, etc.) or outside the ice roads officially opened for traffic;
- 2.8.27. damage caused by water getting into the Vehicle, its engine or its equipment as a result of driving the Vehicle in deep water;
- 2.8.28. loss resulting from war, civil war, invasion, terrorism, mass disturbances, revolution, coup d'état, strike, confiscation, seizure or lock-out;
- 2.8.29. loss caused by nuclear energy;

- 2.8.30. loss that became known to the owner of the Vehicle only after the Vehicle was returned to the owner and the exact circumstances of which are unknown to PZU;
- 2.8.31. damage caused by the relocation, towing or shifting of the Vehicle using equipment, tools or other Vehicles not meant for this purpose (e.g. shifting a logging truck with a hoist, etc.);
- 2.8.32. damage caused by transporting cargo and/or passengers;
- 2.8.33. damage caused by loading or unloading cargo on a cistern or tank truck;
- 2.8.34. cargo or trailer damage that does not have an impact on its functioning (dents to painted, enamelled and polished surfaces, scratches, etc.);
- 2.8.35. damage caused to lifting equipment as a result of an event other than vandalism, theft, traffic accident, fire or explosion;
- 2.8.36. damage consisting of claims made by the owner of a road, the Rescue Board or any other person in connection with the elimination of the consequences of the loss event;
- 2.8.37. damage caused if the tachograph data have been modified or the tachograph has been previously switched off and the tachograph information is necessary to determine the performance obligation.

### **3. Release of PZU from obligation to perform insurance contract**

- 3.1. In addition to the bases set out in the General Terms and Conditions of Insurance Contracts, PZU will be partially or fully released of the obligation to perform an insurance contract if:
  - 3.1.1. the policyholder has intentionally or due to gross negligence violated at least one obligation stipulated in the insurance contract and the violation has affected the occurrence or amount of damage or the determination of the extent of PZU's performance obligation;
  - 3.1.2. the policyholder has failed to comply with the obligation to inform about changes in material risk circumstances;
  - 3.1.3. the policyholder has knowingly provided RSA with false information upon the entry into the insurance contract and/or about the circumstances or amount of damage;
  - 3.1.4. the policyholder or an equivalent person has caused the damage intentionally or as a result of gross negligence;
  - 3.1.5. the damage was caused at the time when the driver of the Vehicle was under the influence of alcohol, drugs or psychotropic substances;
  - 3.1.6. the person who drove the Vehicle refused to have their intoxication determined immediately after the occurrence of the damage. This will be regarded the same as an event whereby the driver was under the influence of alcohol, drugs or psychotropic substances at the time damage was caused, also if said substances were taken after the occurrence of the damage, but before the arrival of the police or the making of the request to ascertain intoxication;
  - 3.1.7. the person who drove the Vehicle at the time of the traffic accident did not have the right to drive a Vehicle of the respective category;
  - 3.1.8. the policyholder used the Vehicle to assist in the commission of a crime.

### **4. Insurance territory**

- 4.1. PZU only has the obligation to indemnify in the case of insured events that occurred in the territory specified in the policy.

### **5. Sum insured and maximum indemnity**

- 5.1. Sum insured is the maximum amount of the payout by the insurer specified in the insurance policy.
- 5.2. Insurable value is the market price of the Vehicle in Estonia. In the case of an insured event, the insurable value is the market price of the Vehicle in Estonia immediately before the occurrence of the insured event.
- 5.3. The accessories installed after the first sale of the Vehicle will not be taken into account when the sum insured is determined. First sale means the first time the Vehicle was sold to an end-user.
- 5.4. The maximum indemnity for the accessories installed by the manufacturer of the Vehicle is the market value of the accessories, but not more than the sum insured specified in the policy.
- 5.5. The maximum indemnity for accessories is €1,500 but not more than the market value at the time of the insured event.
- 5.6. The sum insured is not reduced by the amount of the indemnity paid out.

- 5.7.** New value insurance means that the purchase price (the price for which the Vehicle was acquired) is indemnified if all of the following conditions are met at the same time:
- 5.7.1. the Vehicle was registered for the first time in Estonia and no more than one (1) year has passed since registration;
  - 5.7.2. the kilometrage of the Vehicle does not exceed 40,000 km.

## **6. Underinsurance and overinsurance**

- 6.1.** Underinsurance means the situation where the sum insured of the Vehicle is smaller than the insurable value of the Vehicle at the time of occurrence of the insured event. In the case of underinsurance, PZU will be liable for the damage proportionally to the ratio of the sum insured to the insurable value at the time of entry into the contract.
- 6.2.** Overinsurance means the situation where the sum insured of the Vehicle exceeds the insurable value of the Vehicle. In the case of overinsurance, PZU will not indemnify more than the actual loss amount or the insurable value of the Vehicle.

## **7. Deductible**

- 7.1.** Deductible means the part of the loss determined in the insurance contract not indemnified by PZU in the case of every insured event.
- 7.2.** The cost of repairing and replacing window glass will be indemnified without the application of deductible, unless otherwise specified in the policy. The other parts of the Vehicle made of glass, plastic or other transparent materials, including door, roof hatch or roof, are not considered as window glass. Window glass is repaired if the glass damage is less than 2 cm in diameter, it is not on the driver's side and the repair does not damage the glass heating. The window glass will only be replaced if the damage exceeds 2 cm in diameter or is on the driver's side. If the policyholder would like to replace the glass to be repaired, the excess stated in the policy will apply.
- 7.3.** Only one, the largest agreed, excess is applied when the damage caused by an insured event is indemnified.

## **8. Increase in probability of insurance risk**

- 8.1.** Transfer of the Vehicle, giving the Vehicle on rent, changing the use of the Vehicle, deletion of the Vehicle from the Traffic Register, reconstruction of the Vehicle, malfunctioning of the locking systems of the Vehicle, malfunctioning of the anti-theft equipment, loss of keys, loss of the registration documents of the Vehicle or parts thereof, etc., are primarily deemed to be significant circumstances that increase the insurance risk.
- 8.2.** PZU has the right to inspect the insured object during the insurance period and in the case of increased insured risk, demand that the policyholder apply additional security measures and/or increase the insurance premium. The above does not exclude the right of PZU to cancel the insurance contract.

## **9. Obligations of policyholder**

- 9.1.** The beneficiary, the legal possessor of the Vehicle and the person to whom the legal possessor of the Vehicle has voluntarily given permission to drive the Vehicle as well as the family members of said persons and of the policyholder are considered equivalent persons. The policyholder is responsible for the conduct of such persons in performing the obligations arising from the insurance contract as they are for their own conduct.
- 9.2.** The Policyholder must:
- 9.2.1. explain the obligations arising from the insurance contract to the person in whose possession or use the Vehicle is given;
  - 9.2.2. allow the representative of PZU to examine the condition and documents of the Vehicle;
  - 9.2.3. when leaving the Vehicle:
    - 1) close the doors, windows and hatches of the Vehicle;

- 2) lock the Vehicle and activate the immobiliser of the Vehicle (excluding the trailer);
- 3) not leave the removable front panel of the audio system, the keys and/or the registration documents of the Vehicle in the Vehicle;
- 9.2.4. in the case of a truck or trailer, use a tachograph if the Vehicle is required to have a tachograph;
- 9.2.5. keep the keys and registration documents of the Vehicle in such a manner that they cannot be accessed by a third party without applying force or threatening to use violence. The Vehicle keys may not be kept in the Vehicle;
- 9.2.6. immediately replace all locks and recode or replace the electronic anti-theft equipment of the Vehicle if the Vehicle keys are stolen, robbed or lost. Until the locks are changed or recoded or the anti-theft equipment is replaced, the policyholder must apply additional measures to prevent the theft of the Vehicle, e.g. only leave the Vehicle in a locked garage when unattended;
- 9.2.7. make every effort to prevent an insured event and minimise any damage, avoid any increase in the probability of the insured risk and cause the persons who are deemed to be equal to the policyholder to do the same;
- 9.2.8. immediately inform PZU about any increases in the probability of an insurance risk;
- 9.2.9. comply with the additional instructions and regulations for reducing the insurance risk given by PZU;
- 9.2.10. not exceed the maximum speed limit established with legislation and traffic control equipment.
- 9.3.** In the case of an insured event, the policyholder is obligated to:
  - 9.3.1. in the event of a traffic accident, document the traffic accident and inform about it according to applicable legislation;
  - 9.3.2. immediately report the theft, robbery, unauthorised use and vandalism to the police;
  - 9.3.3. immediately inform the Rescue Board about a fire;
  - 9.3.4. call for the police and not leave the scene of the event if the Vehicle has been damaged by objects or substances that fell on the Vehicle or where strewn around;
  - 9.3.5. inform PZU about an insured event as soon as possible, but not later than within five (5) business days of becoming aware of the insured event. If the exact time of the insured event cannot be determined, the insured event will be deemed to have occurred at the moment when the policyholder should have become aware of it;
  - 9.3.6. in the event of a traffic accident with a truck or trailer, submit the data of the tachograph not later than within five (5) working days of the occurrence of the loss event if the Vehicle is required to have a tachograph.
- 9.4.** After a loss event, the Vehicle may only be used if the driver of the vehicle has checked the vehicle and made sure that the condition of the vehicle complies with technical requirements. Above all, the driver must ensure that the vehicle's oil, fuel or coolant is not leaking, the steering system and the brakes are functioning and the tyres are undamaged.
- 9.5.** The policyholder must present the damaged Vehicle or its remains to PZU for inspection in the state they were in after the insured event. The policyholder may not make any changes, including start restoring or scrapping the Vehicle, without the prior written consent of PZU.
- 9.6.** The policyholder must submit the information and documents the policyholder has about the causes and amount of the loss to PZU.
- 9.7.** The policyholder is obliged to deliver the remains of the Vehicle in the state they were in after the insured event to PZU in the territory of the Republic of Estonia, unless the parties agree otherwise. If PZU inspects or scraps the remains of the Vehicle in another country or organises the transportation of the remains of the Vehicle to Estonia, the indemnity will be reduced by the respective costs.
- 9.8.** All keys and registration documents of the Vehicle must be immediately submitted to PZU in the case of theft or robbery of the Vehicle (in the case of robbery, all keys and documents that remained in the possession of the policyholder).
- 9.9.** The policyholder must ensure that the original driving licence of the person who drove the Vehicle at the time of the insured event is submitted to PZU.
- 9.10.** The policyholder is obliged prove that an insured event took place.
- 9.11.** If the Vehicle that was stolen, taken for unauthorised use or robbed is found, the policyholder is obliged to immediately inform PZU about this in writing or in a format that can be reproduced in writing.
- 9.12.** The policyholder must immediately inform PZU about any indemnification of the loss by a third party.
- 9.13.** If PZU has paid out the indemnification for a Vehicle or a part thereof that left the possession of the entitled person, the policyholder is obliged to immediately inform PZU in a format that can be reproduced in writing about the Vehicle or a part thereof having been found or about the policyholder becoming aware of its location. The possession of the recovered Vehicle or part thereof must be transferred to PZU

within ten (10) business days or the insurance indemnity paid by the insurer for the Vehicle must be repaid.

- 9.14.** Professional drivers must comply with the requirements of AETR (the European Agreement Concerning the Work of Crews in Vehicles Engaged in International Road Transport) and the laws regulating the working and rest time of drivers.

## **10. Obligations and rights of PZU**

- 10.1.** PZU is obliged to make a decision on compensation within thirty (30) days of receiving notification of the claim. If, for a valid reason beyond its control, PZU is unable to complete all the necessary actions within the time limit specified in clause 10.1, it must inform the policyholder in advance and explain the valid reason and indicate the expected time limit for completing the necessary actions.
- 10.2.** PZU has the right to establish additional safety rules with regard to the insurance contract. They will become a document of the insurance contract if the policyholder does not submit an application for withdrawal from the insurance contract within ten (10) days of receipt of the rules.

## **11. Types and procedure of indemnification**

- 11.1.** The types of indemnification are monetary indemnity or compensation for the costs of restoring the damaged Vehicle (replacement of the damaged part with an equivalent one).
- 11.2.** The costs of restoring the damaged Vehicle will be indemnified on the basis of the documents that prove such costs.
- 11.3.** If PZU agrees with the manner and place of restoration of the Vehicle chosen by the policyholder, it will issue a letter of guarantee regarding the indemnification for restoration costs on the demand of the restorer of the Vehicle.
- 11.4.** PZU is not liable for the manner of restoration of the Vehicle or the quality of the work of the restorer, unless the parties to the insurance contract have agreed in writing that PZU will arrange the restoration of the Vehicle (the issue of a letter or guarantee for the repair of the Vehicle is not regarded as such an agreement).
- 11.5.** If the policyholder disagrees with the justified and reasonable manner or place of restoration specified by PZU, PZU will indemnify the necessary, justified and reasonable expenses required for the restoration of the Vehicle.
- 11.6. Indemnification for restoration costs**  
The following will be indemnified:
- 11.6.1.** the Vehicle restoration costs caused by an insured event;
- 11.6.2.** the necessary and justified costs of lifting the vehicle onto the road, the costs of a car park, the costs of transporting the vehicle to the repair shop/storage facility that is the nearest or designated by PZU. The costs of lifting the vehicle onto the road are indemnified also if the Vehicle was not damaged whilst applying the deductible indicated in the policy. The maximum identity is indicated in the policy.
- 11.7.** The Vehicle restoration costs will be indemnified if restoring the Vehicle is economically and technically justified.
- 11.8.** If the policyholder applies for monetary indemnity, but fails to submit expense receipts proving the restoration of the Vehicle, the difference between the market values of the car in Estonia before and after the insured event will be indemnified.
- 11.9.** PZU has the right to demand that parts whose degree of wear and tear corresponds to the age and technical condition of the Vehicle are used for the restoration of the Vehicle.
- 11.10.** When loss caused by damage to or destruction of tyres is indemnified, their wear and tear and condition as of the moment of the insured event is taken into account, i.e. when tyres that were damaged as a result of the insured event are replaced, PZU has the right to offer tyres with the same level of wear as replacements. If equally worn tyres cannot be found at the time the repairs are performed, the damage resulting from the damage to the tyres will be compensated with a monetary indemnity the amount of which will be determined on the basis of the market price of equally worn and equivalent tyres.
- 11.11.** When loss caused by damage to or destruction of the tent is indemnified, its wear and tear and condition as of the moment of the insured event is taken into account, i.e. when a tent is replaced, PZU has the right to offer a tent with the same level of wear as a replacement. If an equally worn tent cannot be found at the time the repairs are performed, the damage resulting from the damage to the tent will be compensated



with a monetary indemnity the amount of which will be determined on the basis of the market price of an equally worn and equivalent tent.

- 11.12.** The restoration costs of a Vehicle less than three years old are indemnified at the dealership of the make of the Vehicle only with the prior special agreement of PZU.
- 11.13.** In the case of the destruction of the vehicle (including theft or robbery), the insurance indemnity will be calculated according to the market price of the Vehicle in Estonia immediately before the insured event. The Vehicle will be deemed to have been destroyed if its restoration is technically or economically unjustified.
- 11.14.** PZU has the right to reduce the insurance indemnity by the usual value of the remains of a Vehicle or a part thereof. If the remains of the Vehicle or a part thereof have been transferred to PZU's ownership by an agreement between PZU and the owner of the property, the insurance indemnity will not be reduced by the value mentioned in the previous sentence.
- 11.15.** In order to determine the insurance indemnity subject to be paid out, the outstanding insurance premiums, deductibles specified in the insurance contract and taxes to be refunded pursuant to the law (such as VAT) will be deducted from the amount of the loss to be indemnified under the insurance contract. VAT will not be deducted from the insurance indemnity if this has been agreed between the parties and specified in the policy.
- 11.16.** If the Vehicle is destroyed, PZU will have the right to deduct the outstanding insurance premiums for the current insurance period from the insurance indemnity subject to be paid out, irrespective of whether the due date of the insurance premiums has arrived and to whom the insurance indemnity is paid.
- 11.17.** The ownership of the insured object will transfer to PZU as of the moment the possession of the insured object is transferred to PZU, unless PZU and the owner of the Vehicle have agreed otherwise.

## **12. Refunding the insurance indemnity**

- 12.1.** The policyholder must refund the insurance indemnity to PZU if any circumstances that exclude indemnification have become evident after the indemnification of the loss or if the loss has been indemnified by a third party.