



Liiklus+ Terms and Conditions LK100/2025

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1. Purpose of the insurance

- 1.1. These insurance terms and conditions (hereinafter also referred to as the terms and conditions) form a part of the motor third party liability insurance contract entered into between AB Lietuvos draudimas Estonian Branch (hereinafter referred to as the insurer or PZU) and the policyholder, and they apply to the Liiklus+ additional cover. The terms and conditions are applied with the PZU General Terms and Conditions of Insurance Contracts. In matters not regulated in the insurance terms and conditions the parties to the insurance contract follow the Law of Obligations Act and other legislation.
- 1.2. The purpose of the Liiklus+ additional cover is to indemnify damage arisen as a result of an insured event due to damage to or destruction of the insured object and separately specified costs in accordance with the provisions of these terms and conditions and the PZU General Terms and Conditions of Insurance Contracts, taking into account the exclusions.

2. Insured object

- 2.1. The insured object is a passenger car or light truck (category M1, M1G, N1, N1G) in normal use and in the first sale set as registered in the Estonian motor register and specified in the policy (hereinafter referred to as the vehicle). First sale means the first time the vehicle was sold to an end-user.
- 2.2. The following uses are not deemed normal use: short-term rental (rental for up to 6 months), taxi service, ride-sharing service, transport service, courier service, alarm vehicle, security company vehicle, driving school training or examination vehicle.
- 2.3. Items not included in the first sale set of the vehicle are not insured objects.

3. Insured event

- 3.1. Insured event means a sudden and unexpected event in respect of the policyholder and persons equivalent to the policyholder pursuant to point 10.1 of the terms and conditions, in the course of which the insured object is damaged or destroyed, and in the case of which the insurer becomes obliged to perform the contract. An event is an insured event if any of the events described above take place during the term of validity of the insurance cover. The damage caused to the vehicle at different times or by different events is regarded as different insured events.

3.2. Options for insurance cover

3.2.1. Insured events of and service indemnified under Liiklus+:

- 1) Traffic accident according to point 3.3.1
- 2) Collision with a large wild animal according to point 3.3.2
- 3) PZU Autoabi roadside assistance

3.2.2. Insured event of and service indemnified under large wild animal insurance:

- 1) collision with a large wild animal according to point 3.3.2.
- 2) PZU Autoabi roadside assistance

3.2.3. PZU Autoabi roadside assistance

3.3. Insured events:

- 3.3.1. **Traffic accident** means a traffic accident that has occurred on the road or in another area used for conventional vehicle traffic, where all the following prerequisites are fulfilled at the same time:
 - 1) the vehicle collides with another vehicle, pedestrian, cyclist or personal light electric vehicle on the road or in another area used for conventional vehicle traffic;
 - 2) the vehicle is destroyed or damaged;
 - 3) PZU has the obligation, on the basis of the Motor Insurance Act, to pay insurance indemnity to the owner of the other vehicle or to the pedestrian who was involved in the traffic accident.
- 3.3.2. **Collision with a large wild animal** means an event where the insured object is damaged or destroyed as a result of collision with a large wild animal (wolf, bear, lynx, wild boar, deer, elk, roe deer).
- 3.3.3. **PZU Autoabi roadside assistance** is applied if driving the vehicle further is obstructed by a sudden and unexpected event, for example a traffic accident or a technical breakdown, driving off the road, the vehicle getting stuck in snow or sand, the vehicle running out of fuel, a flat tyre, a malfunction of the alarm system or the vehicle not starting. If it is not possible to drive the vehicle, the vehicle will be transported to the nearest repair facility. The PZU Autoabi roadside assistance service is only valid if ordered by calling the contact number of PZU. The persons who were in the vehicle will be taken from the scene of the event to their destination within the territory of Estonia via the PZU Autoabi roadside assistance service.

4. Exclusions

4.1. Pursuant to the terms and conditions, the following is not regarded as loss caused by an insured event and not subject to indemnification:

- 4.1.1. damage that occurred outside the insurance territory of the Liiklus+ additional cover specified in the insurance policy;
- 4.1.2. loss caused by theft, attempted theft or unauthorised use of the vehicle;
- 4.1.3. loss if PZU was not properly notified of the transfer of the vehicle and the insured event occurs more than 30 days after the time when PZU should have received the relevant notice;
- 4.1.4. damage caused by driving off the road in order to avoid collision with a large wild animal or another animal;
- 4.1.5. decrease in the value of the vehicle;
- 4.1.6. accessories, stickers, protective films, permanent wax and ceramics installed after the first sale;
- 4.1.7. motor vehicle registration fee or motor vehicle tax.

5. Release of PZU from obligation to perform insurance contract

5.1. 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:

- 5.1.1. the person who drove the vehicle was ill, under the influence of alcohol, drugs or psychotropic substances at the time of the traffic accident;
- 5.1.2. the person who drove the vehicle refused to have their intoxication determined immediately after the emergence of the damage or consumed the substances specified in point 5.1.1 after the emergence of the damage;
- 5.1.3. 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;
- 5.1.4. the policyholder used the vehicle to assist in the commission of a crime or an attempted crime.

6. Insurance territory

6.1. PZU only has the obligation to indemnify in the case of insured events that occurred in the countries specified under the Liiklus+ additional cover in the policy.

7. Sum insured

- 7.1. Sum insured means the amount of money specified in the policy, which is the maximum amount payable by the insurer upon the occurrence of an insured event. The provisions of underinsurance do not apply to indemnification.
- 7.2. The sum insured will not decrease by the indemnity (indemnities) that have been paid out.

8. Excess

- 8.1. Excess means the part of the loss determined in the insurance contract not indemnified by PZU in the case of every insured event. If the damages to the vehicle were caused at different times and independently of each other, PZU will have the right to apply the excess in the case of each insured event.
- 8.2. Five times the excess will be applied if the use of the vehicle is indicated as normal use, and in the event of a claim it turns out that the use of the vehicle does not correspond to normal use (point 2.2).
- 8.3. No excess is applied to the use of the PZU Autoabi roadside assistance.

9. Increase in likelihood of materialisation of insured risk

- 9.1. Pursuant to the terms and conditions, the essential circumstances that increase the insured risk include, above all, the transfer of the vehicle, the deletion of the vehicle from the motor register, a change in the manner of use (normal use) of the vehicle.
- 9.2. The policyholder must immediately notify the insurer of an increase in the likelihood of materialisation of an insured risk.
- 9.3. After the entry into the contract, the policyholder may not increase the likelihood of materialisation of an insured risk or permit the increase thereof by persons equivalent to the policyholder without the insurer's consent.
- 9.4. PZU has the right to inspect the insured object during the insurance period.

- 9.5.** If the insured risk has increased, the insurer may require the policyholder to take additional security measures and/or increase the insurance premium.

10. Obligations of policyholder

- 10.1.** 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 the policyholder are equivalent to the policyholder. The policyholder is responsible for the conduct of such persons in performing the obligations arising from the insurance contract in the same manner as they are for their own conduct.
- 10.2.** The policyholder is obliged to:
- 10.2.1.** explain the obligations arising from the insurance contract to the person in whose possession or use they give the vehicle;
 - 10.2.2.** allow the representative of PZU to examine the condition and documents of the vehicle;
 - 10.2.3.** comply with the additional instructions for reducing the insured risk given by PZU;
 - 10.2.4.** observe the maximum speed limit prescribed by law and traffic control devices;
- 10.3.** In the case of an insured event, the policyholder is obliged to:
- 10.3.1.** register the traffic accident and report it according to applicable law;
 - 10.3.2.** immediately inform the police or the Emergency Response Centre about a collision with a large wild animal.
- 10.4.** After an insured 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 check that the vehicle's oil, fuel or cooling liquid is not leaking, the steering system and the brakes are functioning and the tyres are undamaged.
- 10.5.** 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 consent of PZU given in a format that can be reproduced in writing.
- 10.6.** The policyholder must submit the information and documents the policyholder has about the causes and amount of the loss to PZU.
- 10.7.** Unless otherwise agreed between the parties, the policyholder is obliged to deliver the remains of the vehicle to PZU in the state they were in after the insured event and in the territory of the Republic of Estonia.
- 10.8.** The reasonable costs of bringing the remnant to Estonia must be agreed with PZU in advance, and the corresponding reasonable costs will be indemnified to the extent set out in point 13.1.1 above.
- 10.9.** The policyholder must ensure that the person who drove the vehicle at the time of the insured event submits their original driving licence to PZU.
- 10.10.** The policyholder is obliged to prove that an insured event took place.
- 10.11.** The policyholder must immediately inform PZU in a format that can be reproduced in writing about any indemnification of the loss by a third party or the waiver of a claim filed against PZU.

11. Obligations and rights of PZU

- 11.1.** PZU is obliged to decide on indemnification of damage within thirty (30) days of receiving notification of the claim.
- 11.2.** If, for a valid reason beyond its control, PZU is unable to complete all the necessary actions within the time limit specified in point 11.1, it must inform the policyholder thereof in advance and explain the valid reason and indicate the expected time limit for completing the necessary actions.

12. Types of indemnification

- 12.1.** The types of indemnification are indemnity for the costs of restoring the vehicle or a monetary indemnity.
- 12.2.** The costs of restoring a damaged vehicle will be indemnified on the basis of the documents that prove such costs.
- 12.3.** 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 upon the demand of the restorer of the vehicle.
- 12.4.** PZU is not liable for the manner of restoration of the vehicle or the quality of the work of the restorer.
- 12.5.** If the policyholder disagrees with said justified and reasonable manner or place of restoration specified by PZU, PZU will pay out the necessary, justified and reasonable indemnity required for restoration of the vehicle in cash.

13. Procedure for indemnification

- 13.1.** The restoration costs of the vehicle caused by an insured event are indemnified as restoration expenses;
- 13.1.1.** The costs of lifting the vehicle back on the road, the costs of taking the vehicle to the nearest repair facility or the repair facility determined by PZU or the costs of taking the vehicle to the place of storage within the borders of the same country that are justified and necessary due to an insured event are indemnified to the extent of €500. The costs of transporting the vehicle to the nearest repair facility are not indemnified if the vehicle can move after the insured event and in a condition in which it can be used in traffic pursuant to law.
- 13.1.2.** If the vehicle cannot be used after the insured event, the costs of storing the vehicle will be indemnified in the amount of up to €10 per day and for up to 30 days per insurance period.
- 13.2.** Conditions of indemnification for restoration costs:
- 13.2.1.** The vehicle restoration costs will be indemnified if restoring the vehicle is economically and technically justified.
- 13.2.2.** If the policyholder does not agree that the costs of restoring the vehicle are indemnified directly to the repair workshop and requests monetary compensation, the damage will be compensated on the basis of the cost of repairs accepted by the insurer, the calculation of which includes spare parts with a degree of wear and tear corresponding to the age and technical condition of the vehicle. If the policyholder fails to provide proof of payment for the restoration repairs, the cost of the spare parts necessary for the restoration, less the share proportionate to their technical wear and tear, and the cost of the restoration service, which has been reduced by 35%, will be indemnified.
- 13.2.3.** PZU has the right to demand that the details whose degree of wear and tear corresponds to the age and technical condition of the vehicle or quality accessory parts are used for the restoration of the vehicle.
- 13.2.4.** In the case of (a) destroyed tyre(s), PZU is obliged to indemnify the value of the destroyed tyre(s) in accordance with their wear and tear before the insured event. If only one tyre is destroyed and it is not possible to replace the tyre with a tyre of the same state of wear and tear, the cost of a maximum of two similar tyres will be indemnified.
- 13.2.5.** The restoration costs of a vehicle whose general warranty has lapsed are indemnified at the authorised dealership of the respective vehicle by agreement with PZU. General warranty also means the extended warranty offered by the official dealer of the respective vehicle. General warranty does not cover the bodywork or paintwork warranty of the vehicle.
- 13.2.6.** PZU indemnifies the cost of restoring the part of the vehicle that was damaged during the insured event irrespective of any previous damage to the part of the vehicle, provided that both of the following conditions are met:
- 1) the cost of eliminating the damage does not depend on the previous condition of the detail;
 - 2) the part of the vehicle that was damaged was not seriously damaged before.
- 13.2.7.** PZU does not pay any indemnity if no damage was caused. No damage was caused if the damaged part of the vehicle had been seriously damaged before the insured event.
- 13.3.** In the case of complete destruction of the vehicle, the insurance indemnity will be calculated according to the market value of the vehicle in Estonia immediately before the insured event.
- 13.4.** PZU will reduce the insurance indemnity by the usual value of the vehicle or its remains unless the vehicle or its remains have been transferred to PZU's ownership by an agreement between PZU and the owner of the property.
- 13.5.** The outstanding insurance premiums that have become due, the indemnity reductions and the taxes to be refunded to the policyholder on the basis of law (such as VAT) will be deducted from the amount of the damage to be indemnified when the insurance indemnity is determined, unless otherwise specified in the policy.
- 13.6.** Unless otherwise agreed between PZU and the owner of the vehicle, the ownership of the insured object will transfer to PZU at the moment of transfer of the object to PZU when the loss caused by an insured event is indemnified.

14. Refunding the insurance indemnity

- 14.1.** The policyholder must refund the insurance indemnity to PZU within ten days if any circumstances that exclude indemnification have become evident after the loss was indemnified or if a third party has indemnified the loss.