

# General Third Party Liability insurance

## Insurance service information document

AS LHV Kindlustus, registered in the Republic of Estonia



The information document contains a general overview of the General Third Party Liability insurance of a legal person. This document does not reflect the terms and conditions of the insurance contract based on your insurance interest and requirements. The terms and conditions of the contract are set out in other documents, such as offer, terms and conditions of insurance and policy.

### What type of insurance is it?

General Third Party Liability insurance is aimed at companies, the purpose of which is to provide insurance cover in a situation where, in the course of the insured operation, proprietary damage is caused to a third person and the insured person has an obligation to compensate for damage. General Third Party Liability insurance is a voluntary type of liability insurance.



### What is insured?

- ✓ **An insured object** is material obligations (hereinafter liability) arising from the liability of the insured person.
- ✓ **The criteria for the insured event are as follows:**
  - the event is sudden and unforeseen;
  - material damage has been caused to a third party;
  - the causing of damage is causally related to the insured activity indicated on the policy;
  - the insured person has a non-contractual or contractual obligation to compensate a third party.
- ✓ Material damage and the legal expenses necessary for the exclusion and processing of claims for damages are compensated.  
**Material damage is:**
  - damage to property, i.e. the cost of repairing or replacing an object belonging to a third party with an equivalent object as a result of its damage or destruction.
  - personal injury, i.e. expenses incurred as a result of damage to health, bodily injury or causing death to a third person.
  - other material damage which is not damage to property or personal injury but is a direct consequence of such damage. LHV will indemnify other material damage suffered by a person as a direct result of damage to property or personal injury in the extent of up to 20% of the total personal injury and/or property damage.**Legal expenses are:**
  - extrajudicial legal expenses;
  - court costs;
  - expert costs.
- ✓ **The sum insured and the insurance deductible** are indicated on the policy. The sum insured is reduced by the insurance indemnity paid on the basis of the insurance contract.



### What is not insured?

- What is not insured?**
- ✗ liability associated with a profession that requires compulsory liability insurance (for example, notary, bailiff, auditor);
  - ✗ liability associated with the provision of a professional service (for example, healthcare professional, accountant, architect);
  - ✗ risks related to product liability or employer's liability.



### Are there any restrictions on insurance cover?

- For example, insurance cover does not include:**
- ! non-material (moral) damage;
  - ! intentionally caused damage;
  - ! a loss that does not result from the insured activity specified in the policy;
  - ! damage caused by force majeure (for example, a natural disaster);
  - ! damage caused by the crime;
  - ! damage caused by intoxication;
  - ! public and private sanctions (such as fines, periodic penalty payments, interest on late payments, contractual penalties, etc.);
  - ! damages occurring outside the place or territory of insurance under the insurance contract;
  - ! claims between persons covered by the same insurance contract;
  - ! the absence or inadequacy of authorisations, qualifications or licences required for the activities of the policyholder or the insured person.



## Where am I insured?

- ✓ The insurance cover is valid at the place and territory of insurance indicated on the policy. If the policy does not specify a more specific territory of insurance, it is the Republic of Estonia.



## What are my responsibilities?

- Provide LHV with complete and truthful information in order to take out insurance.
- Pay insurance premiums on the deadline and in the amount stated on the policy.
- Explain to all persons who are equivalent to you as a policyholder the rights and obligations arising from the insurance contract.
- Notify LHV as soon as the data you provided when you concluded the insurance contract and your risk situation change.
- Avoid increasing the insurance risk and do not allow it to be increased by other persons equal to the policyholder.
- Do everything you can to prevent an insured event and minimise potential damage.
- Notify LHV immediately of the filing of a claim for damages or of the circumstances that may result in an insured event.
- Provide LHV with complete and truthful information about the event of damage.
- Allow LHV to investigate the circumstances of the insured event.



## When do I pay and how?

The insurance premium must be paid in the amount and by the due date indicated on the policy by bank transfer on the basis of an invoice.

If the contract is deemed to have been concluded upon payment, the offer will specify the period within which the payment is due.



## When does the insurance cover start and end?

The insurance cover starts and the insurance contract enters into force on the starting date of the insurance period. The insurance cover ends on the expiry date of the period of insurance indicated in the policy.

Insurance cover may also terminate before the end of the insurance period specified in the contract. For example, an insurance provider may terminate a contract if the policyholder has not paid the insurance premium.



## How can I terminate my insurance contract?

If you have concluded an insurance contract by means of communication, you have the right to withdraw from the contract within 14 days of concluding it. To do this, submit an application to the LHV's e-mail address [kindlustus@lhv.ee](mailto:kindlustus@lhv.ee). If you withdraw from the insurance contract, LHV will refund the premium you have paid. If LHV has provided you with immediate insurance cover, you have no right of withdrawal.

By agreement between the parties, the insurance contract may be terminated at any time before the end of the insurance period. To do so, send an application to the LHV's e-mail address [kindlustus@lhv.ee](mailto:kindlustus@lhv.ee), indicating the name and the current account number of the beneficiary of the paid insurance premium.

If you have not indicated the expiry date of the insurance contract on the application, LHV will terminate the contract the day after receipt of the application.

If the insurance contract is cancelled during the insurance period, LHV will refund the premium paid to you for the part corresponding to the period during which the insurance cover was not in force.

The insurance contract cannot be terminated retroactively.