

Name of service:

# VEHICLE E-INSURANCE

TRANSLATION FROM ESTONIAN

The vehicle E-insurance application mSõiduk allows you to examine the terms and conditions of ERGO motor TPL and motor hull insurance, get a price offer based on the data you provide and enter into contracts for motor TPL and motor hull insurance for vehicles through the mSõiduk app.

The Terms of Use apply to Customers who have downloaded the app.

## 1. General information



1.1. The mobile application mSõiduk (hereinafter App) of Telia Eesti AS (hereinafter Telia) is designed for use with smartphones with Android ver5.0 and up and Apple iOS (iPhone) ver8 and up, and can be downloaded free of charge from Google Play and the Apple App Store.

1.2. The App requires mobile internet or a WiFi connection to function.

1.3. The insurer is ERGO Insurance SE (hereinafter Insurer or ERGO). Insurance contracts are entered into between the Customer and the Insurer. Telia acts as an insurance agent and has been entered in the list of insurance intermediaries available on the website of the Financial Supervision Authority.

1.4. Persons whose name is entered on the vehicle registration certificate as the owner, authorised user or user (hereinbefore and hereinafter Customer) of the vehicle can use the services offered through the App.

1.5. Only those services which are displayed in the App can be ordered by the Customer through the App. Services can be ordered only through the App, i.e. you cannot ask for a price offer through the App and enter into contract on site at the Insurer's or Telia's office.

1.6. It is not permitted to use the content of or data in the App in any way which contradicts these terms and conditions, i.e. for any unlawful activity.

1.7. Telia is not liable for the correctness, accuracy, timeliness and availability of third party services and public services used in the App.

1.8. Telia does not guarantee and is not liable for the performance and usage cost of the Customer's mobile phone functions and communication services necessary to use the App (i.e. internet connection and the use thereof via mobile telephony or WiFi, and call functions).

1.9. The App informs the Customer if internet connection is required to perform the desired action, but the Customer himself/herself must ascertain when and how much his/her mobile phone uses the internet and Telia is not liable for the cost of internet use incurred due to the ignorance of the Customer.

1.10. Telia is in no way liable for any financial, moral, physical or any other damage incurred which may result from the use of the App or the information and services (of Telia as well as third parties) displayed therein, incl. whether or not there is existing insurance coverage.

1.11. Telia has the right to make changes to the App or to amend these terms and conditions at any time without prior notification by publishing corresponding information in the App. Amendments enter into force as of the time of publication.

1.12. The App is made available to the Customer on an as-is basis accepted by the Customer, i.e. in the way the App is at that particular point in time together with any deficiencies it may have. Persons related to the development of the App do not in any case guarantee the compliance of the App with any requirements or the suitability of the App for any determined or assumed application. Telia is not in any case liable for the content mediated by third parties in the App or the quality and availability of such content. Additionally, Telia is in no case liable for the consequences related to the use or functionality of the App, incl. for any hindrances in using the App and any inconveniences and damage incurred by the Customer of the App or a third party in such circumstances.



1.13. Disputes arising from the use of the App are solved in Harju County Court based on these terms and conditions and the current legislation of the Republic of Estonia.

1.14. The App is used on the basis of a non-exclusive license granted to the Customer by Telia. The non-exclusive license is free of charge and is valid from downloading the App until the deletion thereof from the smart devices of the Customer.

## 2. App Functionality



2.1. Insurance can be activated in the App either manually or automatically by installing a GPS device in the vehicle. If you activate the insurance manually you can only use the motor TPL insurance product. In the case of automatic insurance you can use both motor TPL insurance and motor hull insurance products.

2.2. The Customer must make sure that he/she enters correct data in the required fields in the App to get an insurance offer and to ensure that the insurance is activated for the right vehicle.

2.3. For manually managed motor TPL insurance, the policy applies until the end of the current day. If the order for insurance is made after 21:00, the ordered policy is valid until the end of the 24-hour-day following the day of ordering.

2.4. To ensure the management of automatic insurance, the GPS device must be in working order and properly connected to the vehicle. GPS devices might not be compatible with all vehicles and it is the responsibility of the Customer to make sure that their device is suitable for their vehicle. Initial information on vehicles which support GPS devices, can be found [here](#).

2.5. If the vehicle has no ODB2 port, the device can be connected to the electrical system of the vehicle by using the transition included in the device set.

2.6. Until the Customer links the GPS device to the App, it is deemed that the vehicle is used in traffic on all days starting from entry into the insurance contract and the driving day fee is charged for each calendar day.

2.7. When driving abroad, the entire duration of your stay abroad is deemed to be driving days.

2.8. For manually managed insurance, the Customer is required to make sure that the insurance policy is active and valid before starting driving. The insurance policy is valid if the corresponding information appears in the App.

2.9. Due to maintenance work in the Insurer's system, it is not possible to order a new manually managed motor TPL insurance policy in the period from 00:00 to 04:00.

2.10. All times of day in the App are displayed in the time zone UTC +2, meaning that the App displays the time in Estonia regardless of the country of location of the Customer.

2.11. Customers entered in Telia's customer database can use their mobile invoice to pay for the insurance services used through the App (if necessary, a separate invoice can be issued for business users who are party to the contract). Customers of other mobile operators can pay for the insurance service used with the App by credit card by linking the card with the App. The parties to the legal relationship established with the addition of a bank card to the App are the bank which issued the bank card and the Customer – Telia is not a party to this legal relationship.

## 3. Use of Customer Data by App



3.1. To perform the contract – to use the App and perform the obligations of the Insurer, Telia processes the following personal data of the Customer: first and surname, mobile phone number, personal identification code, vehicle registration number. If the Customer has registered a GPS device in the App and is using the automatic insurance function, Telia processes the location data forwarded by the Customer's GPS device based on the corresponding permission of the Customer.

3.2. The controller of the Customer's personal data is ERGO and the processor is Telia. In order to provide the insurance service, Telia forwards the Customer's personal identification code, vehicle registration number and mobile number to the Insurer.

3.3. Telia also sends personal data related to the use of the App to banks if it is necessary for executing transactions and payments upon using the App. In this case, the controller of the personal data is the bank and the processor is Telia.

3.4. The Customer is authenticated in the App based on the mobile telephone number in Telia's customer database or, if the Customer cannot be found in Telia's customer database, based on the data entered to enable a card payment.

3.5. Telia uses the location data received from the GPS device to ensure correct accounting and stores that information only for as long as it is necessary for the purposes for which the data are used. We store the location data of the Customer which are necessary for identifying the start and end time and location of the vehicle's movement (time and location of start and end of the trip, time and location of functioning of device without errors and of cessation of functioning, which are necessary for ERGO to solve potential subsequent customer complaints and handle damage).

3.6. Telia does not record information on the movement of the GPS device, journey, speed or other information which is not necessary for the provision of services offered through the App.

3.7. In addition to the above, Telia processes and stores the personal data learned through the App in accordance with Telia's [Privacy Notice](#).

## 4. Cessation of Use of App



4.1. The Customer may stop using the App and remove it from his/her smart device at any time. Removal of the App does not affect the validity of the insurance contract entered into through the App.

4.2. The information on entry into the insurance contract is available through the App. The insurance contract(s) remain(s) valid if the App is removed from the phone. Upon re-installing the App the information on insurance contracts will be available again.

4.3. Use the App or contact the customer service of the Insurer by dialling +372 6106500 or sending an email to [info@ergo.ee](mailto:info@ergo.ee) to get the insurance contract policy you ordered.

4.4. The insurance contract entered into through the App can be terminated only through the App by sending a corresponding application through the App.

By agreeing to the Terms of Use, the Customer confirms that the Customer has examined the said document and undertakes to comply with the terms and conditions provided therein. Telia and the Customer are guided by the terms and conditions provided for in the Terms of Use in the Customer's use of the App.

The terms and conditions of the insurance and pre-contractual information are additionally displayed to the Customer prior to entry into the insurance contract.

Contact details:

Telia Eesti AS, reg. No. 10234957, Mustamäe tee 3, Tallinn, [info@telia.ee](mailto:info@telia.ee), Customer Service tel.: 123;

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