



Terms and Conditions for Using the e-Insurance of Vehicles nr ET.05.VA.07.A.

The mVehicle app enables the contractual clients of Telia and Diil to read the terms and conditions of ERGO motor third party liability insurance and motor hull insurance, receive a quote according to submitted data, and sign the motor third party liability insurance and motor hull insurance contracts for the vehicle through the mVehicle app.

A. General information

1. The mobile application mVehicle (hereinafter "app") of Telia Eesti AS (hereinafter "Telia") is intended for use in Android with software starting from ver5.0 and in Apple iOS (iPhone) from ver8 of mobile phones, and it can be downloaded for free from Google Play and Apple's App Store.
2. Either Mobile Internet or Wi-Fi connection shall be required for using the app.
3. The insurer shall be ERGO Insurance SE (hereinafter "Insurer" or "ERGO"). The Client signs the insurance contract(s) with the Insurer. Telia shall act as the Insurer's agent and has been entered in the list of insurance intermediaries, which is available on [the website of the Financial Supervision Authority](#).
4. Only those contractual clients of Telia and Diil (above and hereinafter "Client") can use the services provided through the app whose name has been entered in the vehicle registration certificate as the owner, the authorised user or the user.
5. The Client can only subscribe to those services via the app that are displayed in the app. The service can be only ordered through the app, meaning that it is not possible to get a quote through the app but to sign the contract at the office of the Insurer or Telia on the spot.
6. It is prohibited to use the app content or data for purposes inconsistent with these terms and conditions, including any unlawful activity.
7. Telia shall not be responsible for the correctness, accuracy, timeliness, and availability of the information provided a third party and public services used in the app.
8. Telia shall neither guarantee nor bear the responsibility for the operation of the mobile phone functions required for using the app, and also for the operation of the communications services required for using the app and any costs arising in this regard (including the Internet connection and its use through the mobile connection or Wi-Fi, and call functions).
9. The app shall inform the Client if the Internet connection is required for performing the desired action, however, the Client has to verify when and how much the mobile phone uses the internet connection, and Telia shall not be responsible for any costs for the Internet use arising from the Client's unawareness.
10. Telia shall not be responsible for any financial, moral, physical or other damage that may arise from the use of the app or any information and services (both Telia and third party services) displayed therein, including upon availability or unavailability of the insurance cover.
11. Telia shall have the right to perform changes in the app or amend these terms and conditions at any time without prior notice, publishing the corresponding information in the app. The amendments shall enter into force upon publication.
12. The app has been made available to the Client and approved by the Client according to the "as is" principle, meaning as the app is at a specific moment with any possible deficiencies thereof. The persons related to the app development shall not ensure the compliance of the app with any requirements or its suitability for a specified or expected use in any case. The app developers shall not be responsible for the content mediated by third parties in the app, and also the quality and availability thereof in any case. Furthermore, the app developers shall not bear any responsibilities for any consequences arising from using the app or any functionalities thereof, including any limitations occurring while using the app, and for any inconvenience and damage caused to the Client or third party under the above-mentioned circumstances.
13. Any disputes arising from using the app shall be settled in Harju County Court based on these terms and conditions and the current legislation of the Republic of Estonia.

B. Functionality of the app

1. It is possible to activate the insurance in the app either manually or automatically by installing a GPS device in the vehicle. Upon manual activation of the insurance, it is possible to only use the motor third party liability insurance product. Upon automatic insurance, it is possible to use both the motor third party liability insurance and the motor hull insurance products.
2. In case of manual motor third party liability insurance, the policy shall be prepared for the end of the current day. If the insurance is ordered after 21:00, the policy shall be valid until the end of twenty-four (24) hours of the day following the order.
3. To ensure automatic insurance management, it is required that the GPS device is in working order and properly installed in the vehicle. The GPS device might not be suitable to all vehicles, therefore, the Client shall be obligated to verify that the device complies with their vehicle. The initial information about the vehicles to which the GPS device connects is available here.
4. In the vehicles not equipped with ODB2 port, it is possible to connect the device by using the adapter included in the device set and connect the device to the vehicle's power system.
5. As long as the Client has not linked the GPS device with the app, it shall be considered that the vehicle is involved in traffic every day from the signing of the insurance contract and the fee for travel day shall be charged for each calendar day.
6. While driving abroad, all time spent abroad shall be considered as travel days.
7. In case of the manual insurance, the Client shall be obligated to verify before driving the vehicle that the insurance policy is activated and valid. The insurance policy is valid if the app displays the corresponding information.
8. A new manual motor third party liability insurance policy cannot be ordered through the app from 00.00–04.00 due to the system maintenance of the Insurer.
9. All times displayed in the app have been provided in time zone UTC +2, or the app displays the Estonian time regardless of the country the Client is located in.

C. Using the Client's information in the app

1. Telia will process the following personal data necessary for the performance of contractual obligation: (given name and surname, mobile number, personal identification code, vehicle registration number, GPS device data and the data received from the GPS device in case the device is registered in the app. ERGO is the controller and Telia is the processor of the aforementioned personal data.
2. The Client authentication in the app shall take place based on the mobile number from Telia's client database.
3. The insurance services shall be paid for by the party to the subscription contract of the mobile services who is entered in Telia's client database, or in case of a business client, the recipient of the private invoice which is accompanied by the invoice submitted for the mobile services.
4. To provide the insurance service, Telia shall send the Client's personal identification code, mobile number and e-mail address to ERGO.
5. The Client shall verify that accurate information is entered in the required fields to obtain the insurance offer in the app and ensure that the insurance is activated with regard to the correct vehicle.
6. Telia shall use the location information obtained from the GPS device for accurate settlement purposes and shall store such information just as long as it is required for achieving the objective of using the information. We shall save the Client's location data, which are required for identifying the start and end of movement (the start and end time and location of driving, the time and location for the smooth functioning and the end of functioning of the device, which are necessary for settling any later complaints submitted by the Client and the loss adjustment by ERGO).
7. Telia shall not save the GPS device movement information, journey, speed or other information, which are not required for providing the services offered through the app.

D. Terminating the use of the app

1. The Client may terminate the use of the app and remove it from their device at any time. The uninstallment of the app does not influence the validity of the insurance contract signed through the app.



2. The information about signing the insurance contract is available through the app. If the app is removed from the telephone, the insurance contract(s) shall remain valid. Upon re-installing the app, the information on the insurance contracts shall be available again.
3. To receive a copy of the ordered motor third party liability insurance policy, please use the app or contact the Insurer's helpdesk by calling +372 610 6500 or sending an e-mail to info@ergo.ee.
4. The insurance contract that has been signed through the app can be only terminated through the app by sending the corresponding request from the app.

By signing this Contract, the Client confirms that they have read through the aforementioned document and undertakes to adhere thereto. Upon using the app by the User, Telia and the User shall be guided by the terms and conditions established in the Terms and Conditions.

The terms and conditions for the insurance and pre-contractual information shall be further displayed to the Client before signing the insurance contract.

Contact details:

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