

Euro Insurances DAC, Group Comprehensive Insurance Terms and Conditions Valid from 1.1.2020

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These Group Comprehensive Insurance Terms apply to the comprehensive insurances subject to the Group Insurance Agreement made by Euro Insurances DAC ("Agreement") and are an essential part of the Agreement.

The definitions made in the general terms ("**General Terms**") attached to the Agreement shall apply in these terms, unless otherwise defined herein.

# 1 AREA OF VALIDITY OF THE INSURANCE

The Group Comprehensive Insurance ("**Insurance**") is valid for passenger cars and vans registered for private use in all countries belonging to the European Economic Area (EEA) and Switzerland. It is also possible to extend the area of validity within Europe to other countries belonging to the International Motor Insurance Card System in the Agreement.

Insurance for vehicles other than passenger cars and vans registered for private use is valid only in Finland.

# 2 OBJECT OF THE INSURANCE

The objects of the Insurance are the motor vehicles identified in the Agreement and owned or in permanent control of the Policyholder with their standard accessories.

For vehicles other than passenger vehicles, the objects of the Insurance are the vehicle and its accessories notified to the Insurance Company as the basis of pricing.

The objects of the Insurance include also

- Standard equipment and accessories essentially associated with the use of the vehicle, acquired to the vehicle when new and owned or controlled by the Policyholder and permanently installed in the vehicle;
- Usual taped company logos. Special tapings (such as tapings covering most of the vehicle) or decorative and special paintings are included only if separately agreed;
- As object of the Fire and Theft Cover one set of winter or summer tyres detached from the vehicle, when such set of tires is stored in locked area;
- As object of the Fire, Theft and Vandalism cover of a hybrid or electric Vehicle the charging cable when attached to the Vehicle for (re)charging or when the cable is stored inside the vehicle (any charging equipment outside the Vehicle or a detached cable stored outside the Vehicle are not objects of the Insurance);
- Child safety seat, roof railings or a storage box (ski-box) provided that they are attached to the vehicle at the time of the Insured Incident; and
- One free-standing container or load platform on a truck or trailer, owned by the Policyholder whenever it is being transported, attached to or detached from the vehicle.

The object of the Fire and Theft Cover include any freestanding containers and load platforms owned by the Policyholder detached from the vehicle, if notified in advance by the Policyholder as objects of the Insurance for the determination of the Premium.

The object of the Roadside Assistance Cover includes also a trailer attached to the vehicle at the time of the Incident.

The object of the Insurance does not include e.g. fuel, phones, files, recordings, equipment or structures made for competition purposes or against regulations, or any equipment or accessories that are foreign to the actual use of the vehicle. The object of the Insurance does not include equipment, accessories, structures or parts that require change inspection but have not been inspected and notified in writing to the Insurance Company.

Insurance for vehicles under a yellow license plate for test use covers vehicles with such plates attached and being used for the purpose specified in Section 32 of the statute for vehicle registration (893/2007). Such insurance is only valid in Finland.

# 3 THE INSURED

The Insured under the Insurance include the owner and holder of the vehicle. The owner has always first priority for the compensation over the holder of the vehicle.

Roadside Assistance Cover insures also the driver and any passengers in the vehicle accompanying him/her on the journey. Legal Costs Cover and International Liability Cover include also the driver as Insured.

The Insured for the Financial Loss Cover include only parties specified in Section 5.9.3.

# 4 INSURANCE TYPES

The Insurance comprises the following combinations of cover according to what is recorded in the Agreement.

#### 4.1 Full Comprehensive Insurance

The Full Comprehensive Insurance includes:

- Collision Cover;
- Animal Collision Cover;
- Fire Cover;
- Theft Cover:
- Vandalism Cover;
- Roadside Assistance Cover;
- Legal Costs Cover; and
- Financial Loss Cover, when the owner of the vehicle is a car dealer or financial company, or the vehicle is leased.

Additional covers may be included in the Full Comprehensive Cover. Additional covers are governed by these terms as well as separate terms set for each cover.

#### 4.2 Partial Comprehensive Insurance

The Partial Comprehensive Insurance includes:

- Animal Collision Cover;
- Fire Cover;
- Theft Cover;
- Vandalism Cover;
- Roadside Assistance Cover; and
- Legal Costs Cover.

### 5 COVERED DAMAGE

#### 5.1 General

The Insurance covers actual property damage caused to the object of the Insurance by the Insured Incident in accordance with the Insurance Agreement and these terms ("**Loss**"). Roadside Assistance Cover and Legal Costs Cover compensate for the specific costs in accordance with the Agreement and these terms. These Insurance terms may be deviated in the Agreement.

Collision Cover, Animal Collision Cover, Fire Cover, Theft Cover and Vandalism Cover exclude, in addition to the specific limitations for each of them, any Loss caused by:

- Deficient circulation of oil or cooling liquid to engine, transmission, power transmission system, cooling system or any of their accessories;
- A fault in the structure, workmanship or materials of a component or device of the vehicle;
- Water, if the vehicle is driven on a road or area covered with water;
- The sinking of the vehicle in ice, other than on a winter road that is in public use and meets the road administration's safety requirements;
- The vehicle's load (such as shifting of a carelessly attached load that damages the vehicle or its window pane) or an item, person or animal in the vehicle, unless the Loss is a direct consequence of Incidents listed in sections 5.2 5.6; or
- Adding or using fuel that is of a wrong type or faulty.

In addition, the Insurance does not cover a Loss which is caused:

- During unauthorised use, unless it can be proven that an Insured Incident as described under section 5.5 had occurred before;
- By a nuclear disaster, war, rebellion, revolution, terrorism or other similar reason;
- When the vehicle is repossessed or otherwise taken to the possession of authorities;
- By the weight of ice or snow, freeze, rain, rust, corrosion, molding or having become wet slowly;
- When the vehicle is used for racing or training or otherwise while driving on a racetrack or in an area or road section closed for public traffic (unless the coverage for such situations has been specifically agreed with the Insurance Company);
- When the vehicle is used for transporting passengers or cargo against a fee (such as Uber) or as a shared vehicle (so called Car Share services) (unless the coverage for such situations has been specifically agreed with the Insurance Company); or
- By loss of income.

#### 5.2 Collision Cover

The Collision Cover covers Losses directly caused by:

- The vehicle running off the road or turning over;
- An impact, collision, fall or other external reason that unexpectedly affected the object of the Insurance; or
- Sudden and unexpected Incident while loading or unloading the vehicle.

#### 5.3 Animal Collision Cover

The Animal Collision Cover covers Losses directly caused by a sudden and unexpected collision with an animal.

The Animal Collision Cover does not cover Losses occurred while trying to avoid a collision with an animal.

#### 5.4 Fire Cover

The Fire Cover covers Losses caused by fire that is out of control, strike of lightning or a short circuit or voltage spike in an electrical device.

The Fire Cover does not cover:

 Losses to the devices themselves caused by a short circuit in the battery, electric motor or other electrical device or damage to the engine or exhaust caused by an explosion or fire in them; nor

• Losses caused to the vehicle itself or parts of it as a result of overheating.

# 5.5 Theft Cover

The Theft Cover covers Losses caused by the loss of or damage to the object of the Insurance only if:

- This was caused by theft, theft of use of a motor vehicle, unauthorised use of a vehicle or an attempt of any of these according to the Criminal Code Section 28;
- The object of the act had been locked or kept in a locked shelter; and
- The Policyholder or Insured has claimed punishment for the respective crime.

If any of the above is done using the keys of the vehicle, the Insurance covers the Loss only if the perpretator had stolen the keys of the vehicle or its storage shelter in connection with a break-in or robbery. A break-in is constituted by entering storage through the use of violence or breaking of locks or structures in a way that has left marks.

A vehicle is considered locked, when its chassis, doors, windows and trunk are closed and locked, with keys removed from the vehicle and steering lock locked or the drive prevention system activated or when missing any of these the vehicle is locked with a brake, chain or cable lock preventing the unauthorized use of the vehicle. A trailer, sled or any other device to be towed is considered locked when it has been locked with a device that prevents its connection with a towing vehicle or with a lock that prevents the moving of it.

Locked shelter means a space, to which the keys are only in the possession of the Insured or a person identified with the Insured or a person living in the same household with them.

The loss of the vehicle is only covered if the Insured, the police or customs authorities have not been notified of the vehicle being recovered within 30 days of the date when the Insurance Company was informed of the theft and when the theft was reported as a crime to the police. The Insured shall notify the Insurance Company immediately if the perpetrator has been identified or stolen property has been recovered.

#### 5.6 Vandalism Cover

The Vandalism Cover covers Losses to the object of the Insurance caused by a deliberate act or vandalism. A deliberate act refers to a situation where the perpetrator intended to damage the object of the Insurance.

The Vandalism Cover does not cover losses:

- Caused by another vehicle; or
- The place or time of occurrence of which cannot be specified.

See also Section 9 (Safety Regulations) and General Terms Section 10.2 (Duties of the Claimant).

#### 5.7 Roadside Assistance Cover

#### 5.7.1 General

The Roadside Assistance Cover compensates reasonable extra and necessary expenses caused by the interruption of travel as a result of a fault or damage to a vehicle, theft of a locked vehicle or unauthorized use of a vehicle to the extent not covered by a possible separate Replacement Car Cover. Travel means a commenced travel to a planned destination in a vehicle that is the object of the Insurance, including any overnight stays or usual short stops along the way.

The Roadside Assistance Cover is only valid for passenger cars, vans and campers registered for private use, unless otherwise agreed in the Agreement. The Roadside Assistance Cover for any other vehicle is valid only in Finland, unless otherwise agreed in the Agreement.

The Roadside Assistance Cover does not compensate for expenses caused by:

- Lack of power, liquid or other matter necessary for the use of the vehicle (such as fuel, any other power, electricity, oil or cooling liquid);
- Deficient maintenance of the vehicle or any part thereof (e.g. neglect of maintenance) or too heavy use;
- Absence of a spare tyre or the tools needed to change a tyre or, if the vehicle has been equipped as new with equipment to fix the tyre, lack thereof;
- The Vehicle being fitted with tyres which are not compliant to the legislation or not suitable for the weather conditions at the time of the Incident; or
- Frost, rain or other similar climatic condition.

Also no compensation is payable for:

- The cost of loading, unloading or transportation of the load of the vehicle or trailer that is an object of the Insurance;
- Accommodation, transportation or other costs that would have been incurred even if the Incident had not occurred; or
- Costs which would have been covered by vehicles make-specific roadside assistance or similar service or insurance cover.

#### 5.7.2 Compensated Costs

#### (i) Vehicle towing costs

The Insurance covers the costs of hoisting the vehicle onto the road or the towing a vehicle not in a roadworthy condition to the nearest workshop where the vehicle can be appropriately repaired. If the damage or fault can be fixed on the scene of the Incident, the compensation may alternatively include the work and travel costs of the repairman, up to the amount of the towing costs. No other repair costs are compensated.

A maximum compensation for any towing or retrieval costs of a truck and its trailer shall be  $3400 \in$  per Insured Incident. A maximum compensation for towing or retrieval costs of any other type of vehicle is  $2000 \in$ .

(ii) Travel and other extra costs in Finland

The Insurance covers the travel costs of the driver from the location of Incident to home, or the starting location or destination of the travel as well as the travel costs of the passengers to the starting location or destination of the travel using the cheapest possible mode of transport.

Alternatively, the Insurance may cover accommodation and other expenses caused by the waiting for the completion of the repair of the vehicle, however, only up to the amount of the above travel costs.

The maximum of travel and collection costs or other extra costs due to interrupted travel covered is  $500 \in \text{per}$  Insured Incident.

The Insurance covers the travel costs of the driver and passengers from the location of the Incident to the starting location or destination of the travel using the cheapest possible mode of transport.

Alternatively, the Insurance may cover accommodation and other expenses caused by the waiting for the completion of the repair of the vehicle, however, only up to the above travel costs.

If the vehicle cannot be repaired to a roadworthy condition within 3 working days or, if a vehicle that was locked was stolen during the journey and it has been missing for at least 24 hours, the compensation includes the extra home travel costs of the driver and passengers.

The maximum compensation of travel and other extra costs is  $1700 \in \text{per Incident}$ .

The Insurance also covers the expenses of picking up and transportation of the vehicle from abroad to the home of the holder of the vehicle, if:

- Leaving the vehicle abroad has been necessary due to the illness, accident or death of the driver;
- The damaged or broken vehicle has not been repaired to a roadworthy condition within 3 working days and the driver has returned home; or
- The stolen vehicle has been found.

The maximum compensation is the current value of the vehicle in the condition the vehicle is on the commencement of the transportation.

#### 5.8 Legal Costs Cover

#### 5.8.1 General

The Legal Costs Cover compensates the Insured for any necessary and reasonable legal costs incurred while using legal aid in civil and criminal cases and applications associated with the ownership, driving and possession of the motor vehicle in connection with an Insured Incident specified in Section 5.8.3.

#### 5.8.2 Courts of Law and Area of Validity

The Insured can rely on the Insurance in matters that can be immediately brought to the attention of a District Court in Finland or a similar court of law abroad within the area of application of the Agreement.

#### 5.8.3 Insured Incidents

An Insured Incident is the arising of a dispute. A dispute has arisen in a civil or administrative matter, when a claim specifying its grounds and an amount has been disputed as regards the grounds or the amount.

In a criminal action the Insured Incident occurs

- When the Insured is the defendant:
  - When the Public Prosecutor brings an action against the Insured arising from the use of a motor vehicle on the road; or
  - When the injured party brings an action or continues to prosecute the Insured once the Public Prosecutor has decided not to prosecute or has cancelled the action. The action is considered brought once a complaint by the injured party has reached the Clerk of the District Court. The action has been continued once the injured party has given written notification of prosecution to the court of law after the Public Prosecutor has cancelled the action.

(iii) Travel and other extra costs abroad

 When the Insured is the injured party when his/her civil claim has been disputed as to its grounds or amount

The action or disputed claim relating to the Insured Incident should be based on an event, condition, legal action or violation of rights that has occurred during the period of validity of the Insurance.

The Incident is a single Insured Incident when:

- Two or more Insured under this policy are on the same side in a civil or criminal action or application; or
- The Insured has several civil or criminal actions or applications pending based on the same event, condition, legal action or violation of rights, even if claims would be different.

#### 5.8.4 Restrictions Relevant to Insured Incidents

The Insurance does not cover costs incurred by the Insured in a case:

- Where it cannot be proven that the claim has been disputed;
- That concerns something else than a matter associated with the title possession or operation of a vehicle connected with the employment, selfemployment, business or income earning activities of the Insured;
- That concerns operating licenses needed for licensed transport of persons or goods or operating without a license;
- That is of minor importance to the Insured;
- In which the Insured of this policy have counterclaims to each other; however, the Insurance does cover the costs of the Policyholder and the defense costs of a vehicle driver in actions concerning the use of a motor vehicle on the road;
- In which the action brought by the Public
  Prosecutor concerns
  - drunken driving, gross drunken driving, hitand-run accidents or handing a vehicle over to an intoxicated person;
  - gross endangerment of road safety or dangerous driving based on speeding or a traffic violation;
  - a deliberate action or gross negligence;
- Which concerns driving a vehicle without valid driving license;
- Which concerns banning a driver from driving;
- Which concerns a claim for damages or other claim or charge action against the Insured based on a case identified in any of the three preceding bullet points;
- Which concerns a civil claim put forward by the Insured based on an act for which he/she has been convicted and sentenced, or for which action has not been brought against him/her, or he/she has not been convicted and sentenced based on relevant special provisions. If the claim for damages is, however, based on an act for which the Insured has been convicted and sentenced for dangerous driving or a traffic violation, the costs incurred while filing the claim shall be covered;
- Which is associated with bankruptcy;
- Which concerns recovery proceedings, enforcement dispute intended in the Act on

Recovery Proceedings or enforcement relevant to recovery proceedings, or in which the Insured has been served a demand of withdrawal of legal action;

- Which concerns a proceeding pursuant to Acts on Company Restructuring or Debt Arrangements of a Private Person or Voluntary Debt Arrangement of a Farmer;
- Which is about whether the costs arising from an Insurance Incident reported by the Insured should either totally or partially be covered by the legal costs cover; or
- Which is heard as a class action.

# 5.8.5 Actions Following an Insured Incident

If the Insured wishes to claim of the Insurance, he/she must notify the Insurance Company thereof in advance before any legal fees are incurred.

The Insured must use an attorney or other legal practitioner as his/her representative. No compensation shall be paid if the Insured does not use an attorney at all or uses an attorney other than a person with a Master of Laws degree or similar foreign qualification.

In the court proceedings and negotiations for a settlement, the Insured must claim full compensation for his/her legal costs from the counterpart.

If the legal costs claim presented by the Insured to the opposing party has, by decision of a court of law, been partially or completely rejected, this decision must be appealed at the request of the Insurance Company. If the Insured without a justified reason fails to present a claim for his/her costs or gratuitously waives it or refuses to appeal a decision by the court concerning legal costs, the compensation may be reduced or completely denied pursuant to the Act on Insurance Policies. In conciliation proceedings pursuant to the Act on Negotiating Disputes in an Ordinary Court (conciliation by court), however, it is not necessary to demand compensation as regards the costs incurred by the Insured due to the conciliation proceedings.

The Insured is not entitled to accept the amount of costs incurred while dealing with the matter in a manner that is binding to the Insurance Company. If the Insured has paid some of the legal costs him/herself, the amount thus paid is not binding to the Insurance Company when assessing the reasonable nature of the legal costs.

#### 5.8.6 Compensation rules

(i) The amount insured

The maximum amount of compensation is 10.000  $\in$  per Incident

(ii) Costs covered

The Insurance covers the necessary and reasonable legal costs of the Insured due to the Insured Incident as follows:

- In civil actions and applications
  - Costs incurred due to using an agent and production of evidence;
    - If the matter has been subjected to conciliation by court, the Insurance shall also, based on the number of parties in the dispute, cover the share of the Insured of the fee, and the costs of any assistant to the conciliator; or

- If the prerequisite for having a dispute heard by a court is a certain legal act or a decision made in an organ or proceeding, the costs shall be compensated from the point at which this requirement was met.
- In a criminal matter
  - (a) The Insured as the injured party
  - Legal costs due to using an agent and producing evidence to the extent that the hearing is about another claim under civil law by the Insured than legal costs due to a crime.
  - (b) The Insured as the defendant
  - Legal costs incurred due to using an attorney and producing evidence in Insured Incident specified in Section 5.8.3.
- Appeals to the Supreme Court
  - If a leave to appeal is needed to file an appeal with the Supreme Court, the costs arising from the appeal process shall be covered only if this leave is granted.
  - Any costs due to relying on additional means of appeal shall only be covered if the Supreme Court adopts the complaint, overturns the verdict or reinstates the expired time period.
- (iii) Joint interest

If the matter essentially involves aspects other than the interest of the Insured him/herself, or the Insured is looking after a joint interest with other parties than persons Insured by this policy, the Insurance only covers the part of costs regarded as the share of the Insured.

(iv) Amount of compensation, its calculation and value-added tax

The legal costs covered by the Insurance are determined by the legal proceedings legislation and the provisions on legal costs in the Act on Criminal Proceedings. If the court of law has not, because of concession by the interested parties, pronounced on legal costs in its decision, or if the matter has been resolved by conciliation, in the determination of costs shall also be taken into account costs generally ordered and paid in similar matters.

As regards the use of an attorney, a reasonable fee for the work and necessary expenses of the attorney shall be covered. When determining reasonable fees and expenses, the value of the claim under dispute, the complexity and extent of the case and the quantity and quality of work performed shall be taken into account.

If the Insured is, pursuant to the Value-added Tax Act, entitled to deduct or be refunded the tax included in the legal counsel's invoice or legal costs, the value-added tax contained in the costs shall be deducted from the compensation.

#### (v) Costs not covered by the Insurance

The Insurance does not cover

- Legal costs of the opposing party that the Insured has been ordered to pay or has agreed to pay. Any legal costs of the opposing party ordered to be paid by the Insured shall, however, be covered on the same conditions as the Insured's own legal costs
- When the Insured has been assisted in the hearing by the Consumer Ombudsman or his subordinate

and looking after the interest of the Insured was significant in terms of the application of law and the public interest of consumers; or

- When the opposing party of the Insured has by and large failed to comply with a decision by the Consumer Disputes Board, Insurance Complaints Board or a similar organ issued in the matter that in its essential parts is favourable to the Insured.
- Costs due to the enforcement of the verdict or decision;
- The loss of time, personal work, loss of income or earnings, travel costs or accommodation costs of the Insured nor the additional costs incurred from changing attorneys or a proceeding initiated by the Insured him/herself that increases the costs or incurs unnecessary costs;
- Costs arising from obtaining a legal expert report;
- Costs arising from reporting a crime or filing a request for investigation or preliminary investigation of a criminal matter;
- Costs arising from matters or evidence which the court of law dismisses as having been presented too late;
- Costs incurred by the Insured or his/her attorney by failing to attend a session of the court, failing to comply with orders of the court or by making a claim that they knew or should have known was undue or otherwise have incurred by deliberately or by negligence extending the court hearing;
- Costs arising from a court hearing, which the Insured or his/her attorney has initiated without the opposing party giving cause for it, or otherwise deliberately or by negligence have initiated an unnecessary hearing;
- The fees and expenses of an arbitrator or conciliator; or
- Costs arising from applying for public legal aid.
- (vi) Other rules relating to the compensation

The Insurance Company shall compensate the legal costs of the Insured after the court has reached a legally valid decision or after a settlement has been reached, unless otherwise agreed.

The compensation shall be reduced by any compensation of costs, that the court has ordered for the opposing party to pay, or which the opposing party has agreed to pay to the Insured, provided, that such amount has been collected from the payer.

If the opposing party is ordered to pay or engages to pay expenses compensation to the Insured which remains unpaid at the time of payment of the insurance settlement, the Insured undertakes to before the payment of the expenses compensation to transfer his/her right to expenses compensation to the Insurance Company up to the amount paid as compensation from the Insurance.

If the Insured has had to pay part of the costs him/herself due to the fact that the costs exceed the maximum compensation cited under section 5.8.6(i), the Insured undertakes to transfer to the Insurance Company that part of the expenses compensation received from the opposing party that exceeds the part paid by the Insured him/herself.

If the expenses compensation that the opposing party of the Insured was ordered to pay has been remitted to the Insured, or the Insured has been otherwise credited with the sum of the expenses compensation, the Insured must return the expenses compensation to the Insurance Company up to the amount paid out of the Insurance with interest.

# 5.9 Financial Loss Cover

# 5.9.1 General

If the owner of the vehicle is a car dealership or a financing company, or the vehicle is leased, the Insurance is added with the Financial Loss Cover. The Financial Loss Cover can also be added to the Insurance to the benefit of a pledge or mortgage holder, if separately agreed. Financial Loss Cover cannot be combined with the partial comprehensive Insurance.

Financial Loss Cover compensates the financial loss of the Insured specified in section 5.9.3 for the loss of or damage to the vehicle if the Insured Incident falls under sections 5.2 to 5.6 and if the compensation is adjusted or denied based on the Safety Regulations or the Agreement.

The compensation may be paid only to the Insured specified in section 5.9.3. The Financial Loss Cover is not valid for the benefit of any other party. The regression rights of the Insurance Company against the holder or the lessee of the vehicle, the person having caused the damage or, in connection with a vehicle mortgage, the owner of the vehicle, is determined in accordance with Article 10 Section 75 of the Insurance Act. See also General Terms section 13, Regression Rights of the Insurance Company.

#### 5.9.2 Restrictions of Liability

The Insurance does not cover losses which are caused by

- Misappropriation or fraud;
- Neglect of the terms and conditions of the financing contract; or
- Reasons mentioned in Sections 5.1 5.6

#### 5.9.3 The Insured

The Insured include

- a dealership engaged in trade of motor vehicle having sold the vehicle on terms of reservation of title, or financial institute to which the dealership has transferred similar rights;
- the lessor (leasing, rentals not included); and
- holder of lien or motor vehicle mortgage, if separately agreed.

#### 5.9.4 Loss Amount

The amount of Loss in respect of Financial Loss Cover is the amount by which the compensation otherwise payable pursuant to section 7 has been reduced based on the Safety Regulations or other terms of the Agreement.

When calculating the amount of Loss, the equipment and accessories not included in the object of the Insurance or owned by someone other than the Insured are not included in the current value of the vehicle and amount of repair costs.

#### 5.9.5 Maximum Compensation

The maximum compensation payable by the Insurance Company is the current value of the vehicle with the deductible deducted, however no more than the balance outstanding to the owner of the vehicle based on the hirepurchase, leasing or other similar agreement, or the amount owed to the holder of a lien, or the unpaid amount of a loan granted against a motor vehicle mortgage.

Current value has been defined in section 7.5.

The Insured claiming compensation shall provide the Insurance Company with a calculation of the receivable he has on the damaged vehicle and a statement for not being able to claim the receivable from the person having caused the damage or the holder of the vehicle, or in case of a loan granted against a motor vehicle mortgage, the owner of the vehicle.

# 6 DEDUCTIBLES

# 6.1 Amount of Deductible

The amount and calculation method of the deductible for the Collision Cover, Animal Collision Cover, Fire Cover, Theft Cover and Vandalism Cover is specified in the Agreement. The deductible is always Incident based.

Unless otherwise agreed in the Agreement, the deductible shall be in:

- Roadside Assistance Cover 0 €;
- Legal Costs Cover 15% of the amount of compensation, however no less than 200 €; and
- Financial Loss Cover 1500 €, however minimum the amount of deductible of the Collision Cover.

# 6.2 Exceptional Deductibles

If Insured Incident is covered under Collision Cover and the driver having caused the Incident is at the time of the Incident less than 21 years of age, deductible is twice the deductible amount of the Collision Cover.

If the theft of the vehicle has occurred in Estonia, Latvia, Lithuania, Poland, Romania or Bulgaria the deductible is always 20% of the compensation, however, minimum the euro-denominated deductible of the Theft Cover. The increased deductible applies also a theft occurring in a country to which the coverage of the Insurance has been extended to.

If the insured vehicle is a bus, truck or heavy trailer and the Incident has been caused by a part of the vehicle or any equipment or cargo of the vehicle hitting an obstacle above the vehicle, deductible is 25% of the amount of compensation, however maximum  $10.000 \in$  and minimum the euro-denominated deductible of the Collision Cover.

In case of fire, deductible is 25% of the amount of compensation, however minimum the euro-denominated deductible of the Fire Cover, if the insured vehicle is a bus, truck or motor-driven machinery as specified in Section 9.6 and the vehicle is not equipped with an automated fire extinguishing system approved by the Insurance Company.

# 7 COMPENSATION CONDITIONS

# 7.1 General

The Insurance covers direct property losses due to the Insured Incident in accordance with Collision, Animal Collision, Fire, Theft or Vandalism Covers. Property loss refers to the property being damaged, destroyed or lost as a result of theft. If the vehicle is damaged to the extent of being non-roadworthy due to an Insured Incident covered by this policy, the Insurance also covers the transport of the vehicle to the nearest workshop where the vehicle can be properly repaired.

Compensation is paid in accordance with the Roadside Assistance, Legal Costs and Financial Loss Covers for the separately identified Losses under those sections. Compensations for additional covers are defined in the separate terms of each additional cover.

The Theft Cover covers any reasonable costs arising from the collecting or returning of a recovered vehicle.

In addition, the Insurance covers any reasonable costs arising from preventing or limiting a loss that has taken place or is imminent.

The claimant has the duty to obtain reports that are the most easily available for him/her, however also taking into account the possibilities of the Insurance Company to obtain information. The necessary information may include:

- Written notification of claim from the claimant;
- In case of a loss due to theft, vandalism and animal collision, a copy of the report to the police; or
- A sales invoice, receipt or other reliable evidence to establish the amount of loss sustained.

See also General Terms Section 10.1 (Duties of the claimant).

# 7.2 Limitations

The Insurance does not cover:

- Reduction in the value of the vehicle or its part;
- Modifications or improvements to the vehicle carried out in connection with repairs;
- Costs arising from redoing or improving on inadequate or failed repairs to the vehicle;
- Loss of the use value (compensation for inoperative time) or rental costs of a replacement car (with the exception of compensation payable under the additional replacement car cover);
- Normal wear and tear due to the use of the vehicle and depreciation caused by the additional distance driven during unauthorised use;
- Costs of washing the vehicle or other treatment which are unrelated to the Loss;
- Costs of fuel; or
- Costs arising from investigating the Incident or processing the claim.

# 7.3 Amount of Damage

The amount of the damage is the repair costs of the vehicle, if repairing is financially feasible. Repairing the vehicle is not financially feasible, if the estimated repair costs exceed the amount calculated by deducting the value of the vehicle after the Incident from the vehicle's value prior to the Insured Incident. In such a connection the Insurance Company has a right to redeem the vehicle through a payment of compensation equaling the current value of the vehicle.

In the amount of damage is not included the share of accessories, devices, structures and components that are not included in the object of the Insurance nor that of accessories cited under section 7.6 that are covered separately in the current value and/or amount of repair costs of the vehicle.

#### 7.4 Repairs of the Object of the Insurance

The Insurance covers the inevitable and necessary repair costs of the vehicle. The vehicle must be repaired using appropriate methods. If worn or corroded parts are replaced with new ones and this results in an essential improvement in the vehicle's condition, only the part of costs incurring while repairing the vehicle to a condition that equals its condition before the damage shall be covered.

The Insurance Company is entitled to select the workshop or outlet used. The Insurance Company shall not, however, be responsible for the quality of the work or components.

The cost of spare parts is compensated based on the most economical available repair alternative that meets the traffic safety and other authority regulations, without causing unnecessary delay in the repair work.

# 7.5 Current Value

The maximum limit of the liability of the Insurance Company is the current value of the vehicle or the part thereof.

The current value of the vehicle is the cash price that could commonly be obtained for the vehicle on the day the Insured Incident occurred, if it were put on the market in an appropriate manner. The current value does not refer to the customer sales price of car dealerships, the asking price nor the trade-in value, but a price that several people would in reality be prepared to pay for it.

When determining the current value of a vehicle, the market price of the vehicle make and model in question, year of manufacture, service life, mileage, accessories, individual condition and other factors affecting the current value shall be taken into account.

# 7.6 Accessories Subject to Separate Compensation

Accessories that are compensated include:

- Child safety seat;
- Roof rails; and
- Transportation box (so called ski-box).

For these accessories, a separate compensation shall be paid, even if the accessories would not have been within the coverage of the Agreement, if the accessories have been attached to the vehicle at the time of the Incident and they have been damaged in the Incident. Deductible shall be applied to the whole amount of damage in accordance with section 6.

The value of the above items shall be determined by deducting 10% of the purchase price of a similar new accessory in annual depreciations, however regarding at least 30% of the purchase price of a new similar accessory as the value.

# 7.7 Payment of the Compensation

The Insurance Company shall meet its compensation obligation by:

- Paying any direct repair costs arising from the Insured Incident based on documents or by paying the estimated and agreed amount of repair costs;
- Paying any other compensation determined in these terms or the terms of the additional covers and based on documents;
- Paying the difference between the current value of the object of the Insurance immediately before the Incident and after it;
- Writing off the object of the Insurance for its current value; or
- Writing off the object of the Insurance for the value indicated in the write-off benefit cover.

Deductible shall be deducted from the compensation in accordance with Section 6.

If the title to the object of the Insurance is not transferred to the Insurance Company, the compensation shall be paid out as in second bullet of the list above.

# 7.8 Transfer of Ownership and Handing Over of Documents

The title to the vehicle to be written off is transferred to the Insurance Company. The transfer has to be done in writing. A prerequisite for paying the write-off compensation is that not only the vehicle but also the registration documents and keys as well as keys to all devices intended to prevent the unauthorised use of the vehicle are handed over to the Insurance Company.

# 7.9 The Order of Deducting Deductibles and Other Deductions

The deductibles and other deductions mentioned in these Insurance terms shall be deducted on the amount of Loss according to the general practice valid at the time. If the practice is not known or unanimously agreed, the order shall be as follows:

- Value added tax;
- Other deductable taxes;
- Possible reduction of the compensation; and
- Deductible

# 7.10 Tax Rules on the Insurance Compensation

A sum corresponding to the value added tax is deducted from the compensation if the Insured or claimant has a right to deduct or be reimbursed for the value added tax or equivalent foreign tax or charge included in the value of the product or service

The write-off compensation is reduced by the amount of deducted or refunded car tax that would have been payable if the vehicle had been sold on the date of the Insured Incident.

No separate compensation is paid for vehicle tax or similar, the payment of which is a requirement for using the vehicle. Neither is compensation paid for a payment made concerning a decision on specialised license plates.

# 8 FACTORS AFFECTING THE PREMIUM

# 8.1 General

Premium and any change occurring to it based on insurance periods have been agreed in the Agreement.

#### 8.2 Decommissioning the Vehicle

Collision Cover, Animal Collision Cover and Roadside Assistance Cover as well as any possible additional covers shall not be valid while the vehicle is decommissioned. However, damage due to flood, storm or hail is covered under the Collision Cover.

No refunds are given over the time of decommissioning or inoperative time for the Premiums.

# 8.3 Partial Payment Allocation Rules

If the Policyholder does not give instructions concerning the allocation of payments and if there are several instalments of the same amount as the one that is overdue, the Insurance Company shall primarily allocate the payment to the oldest Premium, next to the second oldest Premium and unpaid interest invoices starting from the oldest invoice.

# 8.4 Premium when the Insurance Ends Before the End of the Insured Period

Unless otherwise agreed in connection with the end of the Insurance, the Policyholder shall pay the Premiums to the end of the Insured period after having given notice of termination.

For any individual vehicle under the Insurance, the obligation to pay Premium ends, when the motor liability insurance of the vehicle has been registered to the vehicle register as having been transferred to another Insurance Company or for an unregistered vehicle, when the Policyholder has notified in writing about the termination of the Insurance to the Insurance Company.

The Insurance Company shall not have any obligation to refund any already paid Premium to the Policyholder.

# 8.5 Minimum Premium of an Insured Period

The Premium shall always be at least  $8 \in$  for each Insured period or part thereof that is effective.

# 9 SAFETY REGULATIONS

# 9.1 General

The purpose of the safety regulations is to prevent imminent risks and reduce the losses sustained. The Policyholder and parties comparable to the Policyholder shall comply with these safety regulations. The compensation may be reduced or denied, if violating the safety regulation plays a role in the occurrence of an Insured Incident.

See also General Terms, section 6 (Safety Regulations).

# 9.2 Right to Operate the Vehicle

The driver of the vehicle must have a license to drive the respective vehicle class issued by the authorities or a right to drive the vehicle based on his/her age. The vehicle shall not be driven while tired or sick.

The vehicle shall not be given to be driven by another person without confirming his/her identity and that he/she has a license to drive the respective vehicle class issued by the authorities or a right to drive the vehicle based on his/her age.

# 9.3 Condition of the Vehicle

The vehicle and its accessories must be compliant with the applicable rules and regulations and otherwise in such a condition that its use on a public road is allowed and that it is in safe condition and inspected in accordance with the regulations (Vehicles Act and Decree on operating a vehicle on the road).

The tyres fitted to the vehicle must be in condition to meet the regulations and have sufficient features to meet the weather and climate conditions at the time the vehicle is being operated.

# 9.4 Duty of Care Towards the Vehicle

A vehicle must not be left on the side of the road, car park or other area in a manner and for a length of time that would draw the attention of outsiders or make the vehicle appear abandoned.

If the vehicle has been left on the side of the road due to a Loss, it must immediately be transported to a workshop or other safe location.

The vehicle must not be stored inside another, unlocked vehicle or vehicle combination. Neither may the vehicle be stored on a trailer without a device preventing unauthorised use. Accessories for the vehicle stored in common storage, such as tires, have to be locked. Common storage is a space to which others than the Insured or persons living in same household with them have access.

The engine of the vehicle may not be left running when leaving the vehicle.

# 9.5 Storage of Keys and the Notification Section of the Registration Book

The keys to the vehicle or to the shelter in which the vehicle or its accessories are stored must not be kept in the vehicle, in the storage shelter of the vehicle or in a visible location or in an unlocked area where an outsider can expect to find them.

The notification section of the vehicle's registration book, keys or data needed for manufacturing keys must not be kept inside the vehicle or in the storage shelter of the vehicle. The keys must not bear identifying data associated with the vehicle or its title and possessory relations.

# 9.6 Fire Safety

In addition to vehicles own fuel and battery, any fire hazardous liquids, batteries or any other material causing a risk of fire or corrosion, must not be kept in the vehicle.

Charging of a vehicle equipped with a driving battery (such as a hybrid or electric vehicle) must be performed using equipment approved and following instructions given by the manufacturer or importer of the vehicle.

The shelter in which the vehicle is stored may not be used for a purpose that endangers fire safety. For example, lighting open fires and smoking are not permitted inside it.

Electrical lighting only may be used to illuminate the machinery, fuel tank or other component of the vehicle.

In addition to the standard equipment, only electric or gas powered devices that are CE-approved or approved by the Finnish Safety and Chemical Agency (TUKES), designed for use in association with vehicles and installed by an approved installer, may be used to heat the engine, power transmission device or other components. These devices must be installed and plugged in following the instructions and rules of the device and vehicle manufacturers.

If welding is needed for repairs to the car, the upholstery and other inflammable structures must be dismantled over a sufficiently large area. In addition, a fire watch and first-hand extinguishing equipment must be provided for the repair location as necessary.

Any bus or truck shall be equipped with at least one handheld chemical fire extinguisher that contains at least 6 kg of extinguishing matter, can withstand subzero temperatures, is at least class 34 A 233 BC and is approved, serviced and inspected in accordance with regulations.

The vehicle must be fitted with an automated fire extinguishing system approved by the Insurance Company if the vehicle is:

- A bus in vehicle class M3 or M3G;
- A truck or motor-driven machinery belonging to the safety class 1 or 2 of the security protocol FA127 (or more recent protocol);
- A motor-driven machinery used in environment considered fire hazardous, such as (but not limited to) forest, handling area of peat or timber, industrial site or storage of paint or other chemical or petrochemical substance, power plant, quarry, underground facilities or mines; or
- A motor-driven machinery used to the handling of fire hazardous materials such as timber, peat or paper or oil products.