



# Vehicle insurance terms and conditions

TK-20201



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# Vehicle insurance terms and conditions

TK-20201

*Unofficial translation. In case of differences in interpretation of following conditions, the Estonian text will be regarded as the original.*

## Using the conditions

1. The Vehicle Insurance Terms and Conditions are used for insuring vehicles together with the General Insurance Terms and Conditions of If P&C Insurance AS (hereinafter referred to as 'If'). This means that the rights and obligations set out hereinafter are applicable in addition to the rights and obligations of the General Insurance Terms and Conditions without being mutually exclusive.
2. The vehicle insurance terms and conditions set forth the insurance events that are insurable. Your vehicle insurance covers only the insurance events set out on the policy.

## Insurance object

3. The types of insurance objects are vehicles and trailers. The insurance object is indicated on the policy.
4. A vehicle is a motor vehicle for the driving of which one needs to have category A (motorcycles), AM (moped), B, C, D (cars) or BE, CE, DE (road trains) driver's licence, as well as ATV's (all-terrain vehicle).
5. Trailer is a vehicle or machine manufactured to be drawn when coupled to a power-driven vehicle or a vehicle adapted for such purpose.

## Photos of the insurance object

6. Should If request photos of the vehicle, the policyholder shall submit photos of the insured vehicle within 3 working days according to the instructions sent by If. Should the policyholder fail to submit the photos, If shall have the right to use increased deductible, the amount of which is triple main deductible. If the policyholder delays with the submission of the photos, but does so before the occurrence of the insurance event, triple deductible shall not be applicable.

## Insurance validity area

7. Insurance validity areas are:
  - 7.1. Estonia;
  - 7.2. Europe, except Ukraine, Belarus, Russia;
  - 7.3. entire Europe, including Ukraine, Belarus, the European part of Russia.
8. The European part of Russia is the part of the Russian Federation that lies west from the Ural Mountains.
9. Insurance is valid in the validity area indicated on the policy, except in case of car assistance. Read about the restrictions in chapter Car Assistance.

## Insurance events

### Allrisk insurance

10. If upon the conclusion of the insurance contract, the scope of the insurance cover is indicated as 'allrisk' insurance, the insurance object is insured against accident, fire, theft and robbery according to the rules set out for the insurance events listed above in these insurance terms and conditions.
11. Allrisk insurance does not mean that the insurance object is insured without limitation against all risks.

### Accident

12. An insurance event is the damages to or destruction of the insurance object as a result of a sudden and unforeseen event, including intentional damaging by a person not related to the policyholder; traffic accident, natural disaster, damages to parts of the vehicle.
13. An accident insurance event is not damages to or destruction of the insurance object:
  - 13.1. that is related to fire (see Art 16 – fire insurance event);
  - 13.2. that is related to theft or robbery (see Art 18 - 19 – theft or robbery insurance event);
  - 13.3. that took place at the time when the insurance object was in illegal possession (see Art 18 - 19 – theft or robbery insurance event).

### Gross negligence on road and outside the road

14. If an insurance event takes place in road traffic as a result of gross negligence of the driver, If will compensate the resulting damages caused to the vehicle or its trailer irrespective of the provisions General Insurance Terms and Conditions. If does not compensate if the damages were caused by sub-standard technical condition of the vehicle.

15. If the damages were caused as a result of gross negligence when the insurance object was pulled to the road or out from the road ditch, it will be considered to be damages caused in road traffic.

## Fire

16. An insurance event is sudden and unforeseen damages to or destruction of the insurance object as a result of fire, including arson by a person not related to the policyholder, smoke, soot or extinguishing work.

17. A fire insurance event is not damages to or destruction of the insurance object that took place when the insurance object was in illegal possession.

## Theft, robbery

18. An insurance event is the theft or robbery of the insurance object or parts thereof. Furthermore, an insurance event is the damages to or destruction of the insurance object in the course of theft, robbery or attempts of such actions. Theft is illegal removing of an insurance object, irrespective of the fact if the aim of the removal was only to use the object or to acquire the object.

19. An insurance event is the robbery of the keys or remote controls of the insurance object, including theft by way of breaking into a building.

20. If the insurance object is not insured against theft and robbery, the insurance event is not damages to or destruction of the vehicle at the time when the vehicle was stolen or robbed.

21. An insurance event is not other offence against property (embezzlement, fraud, extortion etc), which does not meet the characteristics of theft or robbery set out in the insurance contract.

## Glass insurance

22. Glass insurance means that there is no deductible for the indemnification of the cost of repairing or replacing the glass as a result of an insurance event, or a decreased deductible will be used. The policy sets out if the glass insurance deductible has been decreased or it is €0.

23. The glass insurance insures either the vehicle's:

23.1. windscreen together or

23.2. all salon glasses (including windscreen and roof hatch).

24. Glass insurance does not insure the film, which bears a message or an image, e.g. logo or advertisement. Tinted film installed on glass is insured with glass insurance.

25. Glass is repaired provided that the diameter of the damage is less than 2 cm, it is not located on the driver's side and when repairing the glass the heating is not damaged. In other cases the glass is replaced.

## External mirrors insurance

26. External mirrors insurance is applicable for passenger vehicles or vans if such insurance cover is indicated on the policy.

27. If a vehicle's external mirror is destroyed or damaged as a result of an insurance event, it indemnifies the repairs or replacement of the external mirror (including the casing of the external mirror) without deductible or with decreased deductible. The policy sets out if the deductible of the external mirrors has been decreased or it is €0.

## Vehicle parts insurance

28. The following are insured together with vehicles:

28.1. the original parts of a vehicle installed before the first registration of a brand new vehicle by the manufacturer of the vehicle or an authorised representation;

28.2. parts of a vehicle that are installed by a company other than the manufacturer to the extent of €1,000;

28.3. child seat, roof box, roof frame and bicycle holder, irrespective of the installer.

28.4. hubcaps and tires installed by a company other than the manufacturer to the extent of €5,000;

28.5. if the insurance object is a motorcycle – motorcycle helmets and protective gear of the driver and passenger of the motorcycle as well as motorcyclist's clothes that contain protective elements to the extent of up to €1,000.

29. Parts of a vehicle installed by a company other than the manufacturer are, among others, hubcaps, spoilers, additional lights, winch, bumpers, paintings, films, lifts, medical equipment, taxi equipment etc., installed by a company other than the manufacturer.

30. Parts of a vehicle installed by a company other than the manufacturer, except hubcaps and tires, are insured for a limit higher than €1,000 if so indicated on the policy. Hubcaps and tires installed by a company other than the manufacturer are insured for a limit higher than €5,000 if so indicated on the policy.

31. A manufacturer shall not be a company involved in rebuilding a vehicle, such as van rebuilders. A manufacturer is a company involved in rebuilding motor caravans.

32. Child seat, roof box, roof frame and bicycle holder are insured only at the time when they are connected to the vehicle. Other parts of the vehicle are installed only if they are connected to the vehicle in a manner that prevents them from being removed otherwise than by using tools, except hubcaps and tires removed from a vehicle (see Art 36).

### **Changing the parts of the insurance object during the insurance period**

33. The insurance is not applicable for a part that has been removed prior to the occurrence of an insurance event.
34. The policyholder must keep and upon the request from If, present, documents verifying the replacement or installing of a part of the insurance object and the value of the new part. If the policyholder fails to submit the required documents, If shall have the right to base the calculation of the indemnity on the fact that a part of the insurance object was not installed or replaced.
35. The indemnity limit of the parts of a vehicle installed by a company other than the manufacturer is not automatically increase. To add or increase the indemnity limit, the insurance contract must be amended. The contract is considered amended only when If has issued the policy with the amended data and the policyholder has paid the additional instalment.

### **Hubcaps and tires separated from a vehicle**

36. The insurance for hubcaps and tires separated from a vehicle is applicable if the insurance for hubcaps and tires separated from the vehicle is indicated on the policy. One set of hubcaps and tires belonging to the insured vehicle are considered as an insurance object even if they are not connected to the vehicle. The sum insured of the aforementioned tires and hubcaps is 5,000 euros for all insured hubcaps and tires in total. The aforementioned hubcaps and tires must be stored in a locked room.

### **Car assistance**

37. The car assistance insurance (hereinafter referred to as car assistance) is valid only for passenger cars and vans. The car assistance is not applicable for motorcycles, trucks, traction units, buses and trailers.
38. The car assistance is applicable only for the car assistance services set out below that are ordered via If 's insurance telephone.
39. Car assistance services on public roads in Estonia are:
  - 39.1. organizing assistance and providing advice via telephone;
  - 39.2. assistance for formalising documents related to a traffic accident via telephone;
  - 39.3. assistance for repairing unexpected technical failures on site, e.g. empty battery, broken tire, wrong fuel, fuel ran out, losing keys;
  - 39.4. towing of a vehicle that has broken down to a location requested by the client within the borders of Estonia. The towing service is provided only once per each insurance event;
  - 39.5. in case of vehicle break-down, transporting the driver and up to 10 passengers to one of location of their request within continental Estonia. If the desired location is located on an island or islet, they will be taken to the nearest port in continental Estonia. This insurance cover is not applicable on islands and islets;
  - 39.6. pulling the vehicle out of snow, sand or mud.
40. Car assistance services on public roads outside Estonia in the insurance validity area are:
  - 40.1. organizing assistance and providing advice via telephone;
  - 40.2. assistance for repairing unexpected technical failures on site, e.g. empty battery, broken tire, wrong fuel, fuel ran out, losing keys;
  - 40.3. towing of a vehicle that has broken down to a workshop approved by If abroad within the borders of the same country where the insurance event took place. The towing service is provided only once per each insurance event.
41. Regardless of the insurance validity area, car assistance is not valid in Russia, Ukraine and Belarus.
42. In case of an empty battery of an electric care, car assistance is provided twice during the insurance period.
43. There is no deductible for car assistance.
44. Car assistance is provided in case of unexpected loss events and in case of the breakdowns in the case of which the vehicle can no longer participate in traffic.
45. Car assistance service is not provided if the occurrence of the need for car assistance was foreseeable, e.g. a client repeatedly requests help for ignition, regardless of the fact that they have been previously been informed of the need to replace the battery.
46. If does not indemnify cost of purchasing accessories, spare parts, replacement keys or remotes, fuel, oil or other liquids for the vehicle. Furthermore, If does not indemnify phone costs, parking fees and the cost of using a taxi or other means of transport.

### **Replacement car insurance**

47. The replacement car insurance is applicable for passenger cars or vans if the replacement car insurance is set out on the policy.
48. The replacement car insurance is applicable for the same insurance events against which the vehicle has been insured in If and the repairs cost of which exceeds the deductible.
49. If shall pay the replacement car indemnity even if the vehicle repairs costs are paid on the basis of the motor third party liability insurance.

### **Maximum two insurance events**

50. If shall indemnify the cost of renting a replacement car maximum for two insurance events of the same insurance period.

### **Replacement car**

51. The renter of the replacement car must be previously approved by If.

52. If shall indemnify the rental cost of using a replacement car, but not more than the respective rental cost of using the following vehicles: Mazda 6, Toyota Avensis, Ford Mondeo, Honda Accord or similar. The qualities and equipment of the replacement car do not need to meet the qualities and equipment of the insured vehicle, e.g. capacity, trailer hook, blinkers, refrigeration equipment etc. The application of the replacement car is determined by the provider of the replacement car service and the user of the replacement car shall be obliged to follow it. It is not required that the application complies with the application of the insured vehicle (e.g. taxi, vehicle for driving practice etc.)
53. If indemnifies the rental cost of the replacement vehicle from the third day following the insurance event. If does not indemnify the rental cost of the replacement vehicle for the time when the vehicle could be legally used in traffic.
54. If a vehicle has been stolen, robbed or the repairs of the vehicle are not reasonable, If shall indemnify the rental cost of the replacement car to the maximum extent of 7 days per insurance event, but not longer than until the date of payment of the indemnity.
55. In case of restoration of a vehicle, If shall indemnify the rental cost of the replacement car to the maximum extent of 30 days per one insurance event, but not longer than until the end of the repairs of the vehicle.
56. Instead of the replacement vehicle rental cost indemnity, the policyholder has the right to choose a monetary indemnity the amount of which is €30 per each day for which the policyholder would have the right to receive the replacement vehicle rental cost indemnity on the basis of these insurance terms and conditions, but not more than for 7 days per insurance event, irrespective of if the case involved restoration, theft, robbery or destruction of the vehicle.
- 56.1. The aim of the monetary indemnity is to cover the emergency transport costs of the policyholder (taxi, public transport, using rideshare etc.). If shall have the right to request expense receipts for the intended purpose use of the indemnity.

### **Replacement car exclusions**

57. If shall not indemnify:
- 57.1. cost of fuel, engine oil, maintenance and other materials and services related to using the replacement car;
  - 57.2. damages caused to the replacement car;
  - 57.3. loss of profit;
  - 57.4. rental fee for the period by which the restoration of the vehicle was extended due to a circumstance caused by the policyholder or insured, e.g. the policyholder does not transfer the vehicle to the workshop.

### **New value insurance**

58. The new value insurance is applicable for passenger cars, vans, tractor units or trailers thereof if the new value insurance is set out on the policy.
59. The new value insurance means that upon indemnifying damages caused as a result of the insurance event, If will rely on the initial purchase price of the insured vehicle, except in case of repairs.
60. Indemnification is paid on the basis of the new value insurance if the restoration cost of the vehicle exceeds 50% of the purchase price of the vehicle.
61. The new value insurance is applicable if all of the following conditions are met:
- 61.1. the vehicle was purchased from the official representative of the manufacturer, which is located in Estonia and the owner of the vehicle has not changed and
  - 61.2. the vehicle has not been previously used in traffic, except short-term trial drives before purchasing and
  - 61.3. at the moment of the insurance event, less than 18 months have passed from the first registration in the Estonian traffic register, for passenger cars or vans, for trucks, tractor units and their trailers, this period shall be less than 6 months and
  - 61.4. the mileage of a passenger car or van does not exceed 40,000 km at the moment of the insurance event.
62. The sum insured for the new value insurance shall be the first purchase price of the vehicle. If shall indemnify the sum insured from which the deductible and outstanding insurance premiums have been deducted.
63. Upon transfer of the remnant of the vehicle, the vehicle must be assigned to If in the set-up that it was in after the conclusion of the contract of sale, i.e. the price of the vehicle shall include tyres, rims etc.

### **Light trailer insurance**

64. A light trailer is a trailer registered in the traffic register the laden mass of which does not exceed 750 kg. Every light trailer connected to the insured vehicle at the moment of the insurance event shall be insured. The insurance shall not be applicable for the items in the trailer.
65. Light trailers are insured against the same insurance events as the vehicle to which the light trailer was connected at the moment of the insurance event, except theft and robbery, replacement vehicle and car assistance insurance events.
66. The maximum indemnity for a light trailer is €1,000. If shall pay the indemnity to the owner of the light trailer.
67. If the damages are caused to a light trailer, If shall apply the main deductible of the insured vehicle. If the damages are caused to the light trailer and the vehicle to which the light trailer was connected, If shall apply single deductible.

### **Travel interruption abroad**

68. The travel interruption abroad insurance is applicable for a passenger car or van if this insurance cover is set out on the vehicle insurance policy.



69. If as a result of an accident, fire, vehicle theft or robbery or technical failure of a vehicle that has occurred outside Estonia in the insurance validity area, travelling cannot be continued, If shall indemnify the additional transport and accommodation costs of the persons who travelled in the insured vehicle to and at the destination or back to Estonia, but not more than €1,000 as a total for all passengers.

70. If shall not indemnify costs that would have been made if the insurance event had not occurred.

71. No deductible is applied for the compensation of the costs set out in the previous article.

## **Rental car deductible insurance**

72. Rental vehicle deductible insurance shall be applicable for passenger vehicles or vans if so indicated on the vehicle insurance policy.

73. The rental vehicle deductible insurance event shall be the theft, robbery or destruction of or damages to a passenger vehicle rented by the policyholder or insured (hereinafter referred to as the "rental vehicle") due to which the policyholder is required to pay to the commercial lessor the deductible according to the rental vehicle insurance contract. If the rental vehicle had no insurance, If shall not pay any indemnity.

74. The rental vehicle deductible insurance shall be applicable only if the insurance event took place in the insurance validity area of this vehicle insurance contract. Rental car deductible insurance shall not be valid if the insurance event occurred in Estonia.

75. The rental car deductible insurance shall be applicable if the commercial lessor of the passenger vehicle is a legal entity whose official area of activity is short-term renting of vehicles.

76. Rental car deductible insurance shall be valid under the aforementioned conditions also if the policyholder or insured is not the lessee but is indicated as the driver of the vehicle in the vehicle's rental contract.

77. The amount of indemnity shall be the deductible foreseen in the rental vehicle insurance contract, but not more than €2,000.

78. If the rental car deductible insurance is foreseen in several If's insurance contracts, If shall pay the indemnity only on the basis of one contract.

79. In order to be eligible for indemnity, the policyholder is required, upon the request from If, to present the rental contract together with the insurance contract and claim for indemnity. If shall have the right to request additional evidence and explanations.

## **Items in a locked vehicle (luggage insurance)**

80. Items in a locked vehicle insurance (luggage insurance) is applicable for passenger vehicles and vans if this insurance cover is set out on the vehicle insurance policy.

81. In case of burglary, robbery, of items located in a concealed place in a locked vehicle, also in case of destruction of or damages to as a result of a traffic accident, If shall indemnify the cost of reacquisition of the stolen items, but not more than €1,000 per insurance event.

82. Burglary is theft by way of breaking into the vehicle if all the windows, doors and hatches of the vehicle were closed and locked.

83. Upon indemnifying the damages set out in the previous article, If shall apply the deductible set out on the vehicle insurance policy.

## **Additional indemnity for full loss**

84. The additional indemnity for full loss insurance is applicable for passenger cars or vans if the respective insurance cover is set out on the policy.

85. If the insurance object has been stolen or robbed, or its restoration is not reasonable (see Art 211), If shall pay an additional indemnity the amount of which is 15% of the vehicle's market value immediately before the insurance event.

86. In case the new value insurance indemnity is paid, If shall not pay the additional indemnity for full loss.

## **Repairs at the manufacturer's dealership**

87. Repairs at the manufacturer's dealership insurance is applicable if the insurance cover is set out on the policy.

88. Repairs at the manufacturer's dealership insurance means that should If indemnify the cost of restoration of the vehicle based on these insurance terms and conditions, calculation of the indemnity shall take into account the cost of restoration of the vehicle in a workshop approved by the manufacturer of the insured vehicle (manufacturer's dealership) in Estonia, even if the warranty of the vehicle has expired. If the vehicle is up to 5 years old, the indemnity is calculated based on the cost of new original spare parts, provided that restoration of the damaged part is not technologically or economically reasonable, or does not ensure high quality final result.

## **Legal assistance costs insurance**

89. Legal assistance costs insurance is applicable if the insurance cover is set out on the policy.

90. A legal assistance costs insurance event is a traffic accident that has occurred to a vehicle indicated on the policy as a result of which the policyholder requires legal assistance:

90.1. in criminal or misdemeanour proceedings initiated as a result of the aforementioned traffic accident

90.2. in relation to indemnification of damages or claim for insurance indemnity related to the aforementioned traffic accident, except claims against If P&C Insurance AS.

91. The policyholder is required to obtain prior approval for the legal assistance service from If.

92. If shall indemnify the legal assistance costs used as a result of the legal assistance costs insurance event to the extent of €1,300 per each insurance event.

## **Leasing insurance**

93. Leasing insurance is applicable if the insurance cover is set out on the policy. The leasing insurance includes the leasing value insurance and leasing payment insurance.

### **Leasing value insurance**

94. The leasing value insurance is applicable for passenger vehicles or vans.

95. In case of theft or robbery of passenger vehicle or van, or if restoration of the passenger vehicle or van is not reasonable, the sum insured shall be residual value of the vehicle according to the leasing agreement. If the market value of the vehicle exceeds the residual value of the leasing, the sum insured shall be the market value.

### **Leasing payment insurance**

96. A leasing payment insurance event is driving off the road, rollover or collision of the vehicle indicated on the policy with another vehicle or another object as a result of which the lessee of the vehicle indicated on the policy is incapacitated for work for more than 7 consecutive days, provided that the period of incapacity for work commences no later than within 1 month from the occurrence of the traffic accident.

97. If shall not pay an indemnity for the first seven days of incapacity for work.

98. If shall pay indemnity for the maximum of 100 days when the lessee was incapacitated for work as a result of the insurance event. If shall pay the leasing payment insurance indemnity to the lessee of the vehicle indicated on the leasing payment insurance policy.

99. Upon If's request, medical documents verifying the lessee's incapacity for work and the reason for the incapacity for work must be submitted. If shall have the right to request additional medical examination and/or check-up, as well as proof on the health condition of the lessee prior to the traffic accident.

100. The daily amount of indemnity is the monthly payment according to the vehicle's leasing contract, which is divided by the number of days of the respective month.

Example. The monthly leasing payment is €300, the lessee is incapacitated for work for 21 days in April. The daily indemnity is €10 (300 / 30), If shall pay indemnity for 14 days in the amount of €140.

101. If shall not indemnify fees contained in the leasing payment or added thereto for additional services or activities (insurance premium, fee for concluding or changing a contract, leasing instalment etc.).

## **Insurance for the driver and/or passenger**

102. This is a limited insurance cover related to the traffic accident. If and the policyholder may conclude a separate accident insurance contract with a broader insurance cover.

103. The insurance for the driver and/or passenger shall not be applicable for insuring trailers.

### **Insured persons**

104. The lawful driver of a vehicle set out on the policy shall be the insured if the insurance for the driver is set out on the policy (driver's accident insurance).

105. The passengers in the vehicle indicated on the policy shall be insured if the passenger insurance is set out on the policy (passenger's accident insurance).

### **Insurance event**

106. Driver and/or passenger insurance event is driving off the road, rollover or collision with another vehicle or another object of the vehicle indicated on the policy (hereinafter referred to as an 'accident'), which causes temporary incapacity for work, death or permanent disability of an insured in the vehicle.

107. The insurance shall be valid in the insurance validity area of vehicle insurance, which is indicated on the policy.

### **Sum insured and deductible**

108. The sum insured is the summarised limit of indemnities payable for all insurance events that occur with one insured during the insurance period. The sum insured shall be indicated on the policy. There is no deductible in the insurance for the driver and/or passenger.

## **Daily allowance**

109. An insurance event shall be the physical harm to the insured for the treatment of which a certificate for sick leave is issued for at least 7 days and the cause of which is a traffic accident set out in Article 106 that occurred during the insurance period.



## Work of the insured

110. The daily allowance insurance cover is applicable, provided that the insured is working and social tax is paid on the fee paid to the insured (employment contract, public service, authorisation agreement, sole proprietor etc.).

## Daily allowance indemnity

111. The daily allowance indemnity is €10 for each day when the insured was incapacitated for work as a result of an insurance event. For the insurance events that occurred during the same insurance period, the daily allowance is paid in total for the maximum of 365 days.
112. The daily allowance indemnity is paid to the insured.
113. If additional complications directly related to the accident occur within a year after the accident, and the insured takes out a sick leave again, the daily allowance is paid on the basis of the insurance contract that was in force at the moment of occurrence of the accident. If the complications occur later than one year, no indemnity is paid.
114. The daily allowance is paid for each day on sick leave irrespective of if the treatment has occurred at home or in hospital. Payment of the daily allowance is continued after the expiry of the certificate of sick leave, if partial work ability has been assigned to the insured with the decision of medical board and he or she is not working.
115. The right to the daily allowance commences when
- 115.1. the period of incapacity for work of the insured indicated on the certificate of sick leave starts or
  - 115.2. partial work ability has been assigned to the insured with the decision of the medical board.
116. The right to the daily allowance ends when
- 116.1. the insured commences work or
  - 116.2. the period of incapacity for work indicated on the certificate of sick leave or the period of partial work ability assigned to the insured with the decision of the medical board expires or
  - 116.3. If assigns the permanent disability indemnity to the insured.
117. The daily allowance is paid after the expiry of the certificate of sick leave. If the certificate of sick leave has been assigned for longer than one month, the daily allowance is paid once a month if the insured so wishes.
118. If partial work ability has been assigned to the insured by the medical board after the expiry of the certificate of sick leave and the insured is not working, the daily allowance is paid once a month.
119. If shall have the right to check if the period of incapacity for work and duration of the treatment necessary as a result of the accident are medically justified. If the duration of the treatment necessary as a result of the accident is not medically justified, If shall have the right to decrease the indemnity.

## Documents necessary for applying for the daily allowance

120. Documents necessary for loss adjustment and making of the decision must be submitted in order to apply for the daily allowance indemnity:
- 120.1. a notice on the occurrence and circumstances of the insurance event and application for indemnity;
  - 120.2. medical documents that describe the bodily injury of the insured and the length of the period of incapacity for work (copy of the patient's file or copy of the health file or trauma file, copy of the certificate of incapacity for work etc.);
  - 120.3. decision of the medical board on the incapacity for work.
121. If shall have the right to request submission of additional evidence (explanations, prior health file, treatment administered, evidence on the insured's sporting activities).

## Permanent disability indemnity

122. If shall pay to the insured an indemnity for permanent disability if the health condition of the insured has permanently deteriorated as a result of the traffic accident and corresponds to the table set out below one year after the traffic accident.

Indemnity limit	Description of health status
25%	A person mostly no longer requires assistance, but his or her capacity has decreased: worsening of the memory, impeded speech, obstructed communication, decreased precision of movement, balance disorders, the person tires easily etc.
50%	The person is able to perform only light and short-term activities. His or her capacity has diminished significantly. Therefore, he or she significantly depends on the help of another person to perform some daily activities (e.g. eating, washing, clothing, moving inside or outside one's home etc.).
100%	The person requires inevitable assistance of another person for all daily activities (e.g. eating, clothing, moving in a room, washing etc.).

123. The existence and extent of permanent disability caused by a traffic accident for the purposes of the insurance contract shall be established one year after the occurrence of the traffic accident, taking the insured's health condition at that moment as the basis.
124. Permanent disability shall be established on the basis of comparing the health condition of the injured person with the health condition of a healthy person of the same age, taking into account only the severity and nature of the disability, not the individual characteristics of

the injured person, such as lifestyle, profession or hobbies. Loss of capacity for work or loss of income shall not be taken into account upon determining the disability. The degree of permanent disability determined by the decision of medical expertise shall not be binding for If for determining permanent disability.

125. Permanent disability is determined based on medical documents. The permanent disability indemnity shall be paid as a percentage of the sum insured of the insurance for driver and/or passenger.

126. If shall not pay an indemnity for permanent disability:

126.1. in case of damages to the teeth or dentures of the insured;

126.2. if the permanent disability appears later than a year after the occurrence of the traffic accident;

126.3. if the insured dies as a result of the traffic accident within one year from the day of occurrence of the traffic accident.

## Death indemnity

127. If shall pay death indemnity if the insured dies as a result of a traffic accident. If shall not pay the death indemnity if the insured dies later than three years after the traffic accident. If shall pay the death indemnity to the successors of the insured who have accepted the estate, according to their share in the estate.

128. The amount of the death indemnity shall be the sum insured of the insurance for the driver and/or passenger.

129. The death indemnity shall be decreased by the indemnity for permanent disability paid earlier for the same traffic accident.

## Behaviour in case of a traffic accident

130. After the traffic accident, the insured is required to immediately turn to a doctor. The insured is required to follow the insured's precepts and take measures for facilitating recovery.

131. In order to receive the insurance indemnity, the person entitled to insurance indemnity shall present to the insurer, depending on the consequences of the traffic accident, among other things, the following documents:

131.1. the health history (epicrisis) prepared by the doctor together with the medical diagnosis, if necessary, with the baseline data of the health history (x-ray photos, expertise and analysis results);

131.2. a document regarding the insured's death and its circumstances, succession certificate.

132. If shall have the right to obtain data and documents for establishing the causes of the traffic accident, assessing the severity of the injuries, determining the circumstances of the case as well as the extent of damages from the insured, policyholder as well as third persons. Furthermore, If shall have the right to send the insured to additional medical examination.

133. The insured shall be obliged to allow checking of his or her health condition by the doctor(s) determined by If.

## SUPERKASKO LUX+

134. If SUPERKASKO LUX+ insurance cover is set out on the policy, the following extensions to the insurance cover apply.

135. Unlike the provisions of Article 56, the policyholder has the right to choose monetary indemnity instead of the replacement vehicle rental cost indemnity, the amount of which is €60 per each day for which the policyholder has the right to receive the replacement vehicle rental cost indemnity under these insurance terms and conditions.

136. If shall make a decision on the insurance indemnity within 10 working days from the day when If received all the data and documents necessary for loss adjustment, except in case of theft when If makes a decision within 30 working days from the day when If received all the data and documents necessary for loss adjustment.

137. The deductible shall not be applicable if the vehicle was destroyed or damaged by hail, wind, objects broken or lifted into air by wind, or flooding.

## Requirements for vehicle's security equipment

### Passenger cars and vans

138. Passenger cars or vans insured against theft and robbery must have immobiliser that starts independently from the driver's will.

139. Before the conclusion or amendment of the contract, If may request installing of additional safety equipment on the vehicle, which the policyholder must verify upon If's request.

### Trucks and tractor units, if the validity area is only Estonia

140. If the insurance validity area is only Estonia and the market value of a truck or tractor unit is less than 32,000 euros, an immobiliser or alarm system is not required.

141. In cases not listed in the previous article, a truck or tractor unit insured against theft or robbery must have an alarm system or immobiliser that starts independently from the driver's will.

### Motorcycles

142. Motorcycles insured against theft and robbery must have an alarm system or immobiliser that starts independently from the driver's will.

# Exclusions

143. The following exclusions are applicable for all insurance events. Damages caused as a result of the circumstances set out in the exclusions shall not be considered an insurance event.
144. If shall not indemnify damages if an event does not meet the characteristics of an insurance event.
145. If shall not indemnify damages that are not caused by an insurance event.
146. If shall not indemnify if the damages were not caused suddenly and unforeseeably.

## **Exclusions of the general insurance terms and conditions**

147. If shall not indemnify if the indemnification is excluded with If's General Insurance Terms and Conditions.

## **Persons related to the policyholder**

148. If shall not indemnify damages if the intentional damages to, theft or robbery of the insurance object or attempt thereof was committed by the following persons:
- 148.1. the policyholder or insured;
  - 148.2. the legal possessor of the insurance object, their representative, employee or a person dependent on them;
  - 148.3. a parent, child, grandchild, a spouse, partner, daughter-in-law, son-in-law of the policyholder, insured or legal possessor of the insurance object;
  - 148.4. a person who lives together in the same household with the policyholder, insured or legal possessor of the insurance object.
149. Persons listed in the previous Article are considered to be persons connected to the policyholder.

## **State of intoxication**

150. Upon establishing the state of intoxication, If shall rely on the allowed limits established by the law of the country where the insurance event occurs.
151. If shall not indemnify damages if the driver of the insured vehicle was in the state of intoxication at the time of the insurance event.
152. If shall not indemnify damages if the driver consumes a substance causing the state of intoxication after the occurrence of a traffic accident and before the checking of the state of intoxication by the police or medical institution or refuses to have the state of intoxication established.

## **Leaving the site of the event**

153. If shall not indemnify damages if the driver of a vehicle leaves the site of the event after the accident, thereby breaking the law.

## **Off-road use of the insurance object**

154. If shall not indemnify the damages caused in a territory closed for traffic (e.g. airport, mine, road construction site etc.), except for vehicles performing their duties there.
155. If shall not indemnify damages that were caused on a body of water beyond the officially opened ice road.
156. If shall not indemnify damages that were caused in an area not foreseen for traffic, if the damages were related to the characteristics of the area, e.g. sinking into a quagmire in a swamp, collision with a stump on a terrain etc.

## **Driving in deep water**

157. If shall not indemnify if the damages were caused by entry of water into the vehicle, into the engine of the vehicle or equipment of the vehicle because the vehicle was driven in deep water, e.g. the road is flooded etc.

## **Competitions and races**

158. If shall not indemnify damages that were caused as a result of using the vehicle at a competition or race, but also training for a competition or race, irrespective of the fact if it was legally organised.

## **Maintenance, wear and tear, guarantee**

159. If shall not indemnify damages that were caused as a result of the policyholder, insured or user of the vehicle repairing or maintaining the vehicle on their own, including charging the battery, replacing the worn off parts, installed tyres etc.
160. If shall not indemnify damages for which the manufacturer, seller or repairer is responsible, such as damages indemnified on the basis of the manufacturer's warranty.
161. If shall not indemnify the cost of repairing the failures of an insurance object, except if the fault was caused by a sudden and unforeseen circumstance beyond the insurance object.
162. If shall not indemnify damages that were caused as a result of substandard maintenance or repairs, except for repairs that has been performed after the insurance event by a workshop approved by If.
163. If shall not indemnify the cost of maintenance or replacement of worn out parts.
164. If shall not take into account the exclusions set out in Articles 159 - 162 in case of car assistance, fire, driving off the road, turning the car

over or collision, if the insurance object has been maintained as required and passed the technical inspection.

#### **Oil or other liquid, gas in the equipment of the insurance object**

165. If shall not indemnify damages that were caused as a result of wrong quantity, circulation or use of oil or other liquid or gas in the equipment of the insurance object, except in case if it was due to the insurance event.

#### **Illegal or wrong fuel**

166. If shall not indemnify damages caused to an insurance object's engine as a result of using illegal or wrong fuel.

#### **Normal wear and tear, depreciation, corrosion**

167. If shall not indemnify damages that were caused as a result of normal wear and tear, depreciation or corrosion of the insurance object.

#### **Items that are not indemnified**

168. If shall not indemnify damages that were caused to a part of an insurance object, the installation of which was forbidden in Estonia.

169. If shall not indemnify damages that were caused to a part not installed on the insurance object, except in cases set out in Article 33 (hubcaps and tires separated from the vehicle).

170. If shall not indemnify damages that were caused to a camera, navigation device and equipment that can be removed from an insurance object without applying force or using tools.

#### **Rescue board's and other costs**

171. If shall not indemnify the costs of the Rescue Board or other public institution.

#### **Damages after the destruction of the insurance object**

172. If shall not indemnify damages that were caused after the destruction of an insurance object. An insurance object shall be considered destroyed if its restoration is not reasonable.

#### **Exclusions of the insurance for the driver and/or passenger**

173. In addition to the below, the exclusions set out in chapter Exclusions shall apply.

174. If does not indemnify damages caused to the vehicle, If shall not pay indemnity also on the basis of the insurance for the driver and/or passenger.

175. If shall not pay any indemnity if the insurance event was caused or facilitated by intentional risking of the insured's life or health by such insured himself/herself.

## Safety requirements

#### **Leaving a vehicle**

176. When leaving a vehicle, the driver is required to close all windows and the roof hatch, lock all the doors, take along all keys, remote controls and documents, and engage anti-theft equipment.

#### **Storing the keys, remote controls and documents of a vehicle**

177. The keys, remote controls and documents must be stored in a location and manner in the case of which they cannot be removed without robbery or breaking into a building. This requirement is not applicable if an insurance object was stolen from a workshop to which it was sent for repairs by If.

178. The keys, remote controls and documents of a vehicle or trailer must not be left in the vehicle or trailer.

#### **Fire safety**

179. The location where an insurance object is kept, such as a garage, must meet the fire safety requirements.

180. When repairing the insurance object, including when performing painting and welding works, all safety requirements must be met.

#### **Using an insurance object after a loss event**

181. After an insurance object is damaged, it may be used if it has been checked and ascertained that it is in the technical condition required for using, e.g. oil or fuel are not leaking, tires are intact, steering wheel and brakes are functioning.

#### **Driving a vehicle without the driver's licence or right to drive**

182. A vehicle or trailer may be driven only with the respective right to drive and a valid driver's license.

#### **Technical condition**

183. A vehicle or trailer must be in a technical condition required by the legal acts, e.g. tires suitable for the season, level of wear and tear of the tires, brakes in working order, lights.

## **Overloading**

184. A vehicle or trailer must be used within the limits allowed by the manufacturer, e.g. a trailer that is too heavy must not be carried.

## **Notifying If**

185. In addition to the provisions of the General Insurance Terms and Conditions, If must be notified by the policyholder if:

185.1. the keys, remote controls, security devices are replaced or removed;

185.2. the license plate is replaced;

185.3. the method of use of the vehicle changes, if it will be used as a taxi, for the provision of rideshare service, as a learning vehicle, operational vehicle, vehicle of a security company or rental vehicle that is given into use for up to 6 months. It is not necessary to notify using a vehicle as a learning vehicle if the driving lessons are free of charge only for the members of one's family.

## Activities in the event of loss

### **Notifying the police and rescue board**

186. The policyholder is required to do the following:

186.1. record the traffic accident according to the legal acts;

186.2. notify the police of the traffic accident without delay, if so foreseen with the legal acts;

186.3. in case of vandalism, arson, robbery, theft as well as theft of a key or remote control of an insurance object, notify the police thereof without delay and send an application for initiating the proceedings;

186.4. notify the Rescue Board of fire, explosion or environmental pollution without delay;

186.5. notify according to legal acts of collision with a wild animal, bird or domestic animal.

187. If the policyholder is unsure what to do, they must call to If's insurance telephone.

188. In cases foreseen with legal acts, the driver of a vehicle must not leave the event site before the police have arrived.

### **Presenting an insurance object**

189. The policyholder is required to present an insurance object for inspection to If in the condition after a loss event and preserve it for repeated inspection during a period established by If.

190. If shall have the right to request presenting of the restored insurance object as well as documents that verify restoring of the insurance object.

### **Presenting documents, keys and remote controls**

191. The policyholder must present to If the documents related to the insurance object and the driver, in case of theft or robbery, all keys and remote controls of the insurance object.

### **Tachograph**

192. The policyholder must allow If to inspect the data recorded by the tachograph of the insurance object with regard to the moment of the loss event and the period before it.

### **Finding a stolen or robbed insurance object**

193. The policyholder must notify If without delay of finding the insurance object, deliver it to If or refund the indemnity.

## Decreasing the indemnity or refusal to indemnify

194. If has the right to decrease the indemnity or refuse to indemnify if the policyholder has breached the insurance contract, e.g. ignored the safety requirements, and it had an effect on the occurrence of loss, the amount of loss or establishing the circumstances of a loss event.

## Sum insured and insurable value

195. Insurable value is the market value of an insurance object in Estonia immediately before the occurrence of an insurance event, which is the usual value of the insurance object.

196. The sum insured is not decreased upon payment of the indemnity.

## Over and under insurance

197. The provisions of under insurance are not applicable for vehicle insurance.

198. In case of over insurance, if the sum insured exceeds the insurable value, If shall rely on the actual amount of loss when calculating the indemnity, and does not have to rely on the sum insured indicated on the policy.

## Deductible

199. The types of deductible are:

199.1. main deductible in case of an accident and fire;

199.2. deductible in case of theft and robbery;

199.3. glass insurance deductible (see Art 22);

199.4. external mirrors insurance deductible (see Art 27).

200. In case of theft and robbery, the amount of deductible is, according to the provisions of the policy, the main deductible or a percentage of the market value of the insurance object immediately before the insurance event, but not less than the main deductible.

201. If shall indemnify damages caused to the insurance object as a result of collision with a wild animal, bird or domestic animal or attempt to avoid such collision without deductible.

202. If shall indemnify the cost of recoding or replacing the keys and remote controls of a vehicle that has been robbed or stolen by way of breaking into a building without applying the deductible.

203. In case of loss or destruction of keys and remote controls of a vehicle, If shall indemnify the replacement of a key and remote control, if necessary, recoding, without applying the deductible, but not more than 300 euros per insurance event.

204. If 's Car Assistance is without deductible.

#### **Applying the deductible**

205. If deductible is foreseen, the damages caused as a result of different events or actions are considered as different insurance events and deductible is applied separately for each event and each insurance object.

Example. A driver backed against a fence post. After that he drove the front of the vehicle against a pile of boards. These are two different insurance events, thus a separate deductible is applicable for both events.

## Calculation of the indemnity

206. The indemnity is the difference between the amount of loss calculated on the basis of the insurance contract and the deductible, but not more than the sum insured.

207. If insurance is not applicable for a certain part of an insurance object, If shall not take it into account when establishing the market value, furthermore, If shall not indemnify the cost of repairs or purchase of that part.

#### **Indemnity for the parts installed by a company other than the manufacturer**

208. An indemnity for the parts installed by a company other than the manufacturer is the difference between the amount of loss calculated on the basis of the insurance contract and the deductible, but not more than the indemnity limit for the parts installed by a company other than the manufacturer (see Art 28.2, 30).

#### **Value added tax**

209. The value added tax is not included in the amount of loss to the extent in which the entitled person has the right to have it refunded or settle it, unless indicated differently on the policy.

#### **Market value in case of full loss**

210. The amount of loss shall be the market value of an insurance object in Estonia immediately before an insurance event, if the insurance object has been stolen or robbed or its restoration is not reasonable.

211. Restoration of an insurance object is not reasonable if the cost of the repairs exceeds 70% of the amount of loss set out in the previous article.

212. The price of the parts of an insurance object, when purchased or sold separately, is not taken into account for establishing the market value.

#### **Restoration in case of partial loss**

213. If the restoration of an insurance object is reasonable, the amount of loss shall be the cost of bringing the insurance object to a condition similar to the condition prior to the event.

214. Calculating the cost of the repairs shall be based on the price of spare parts corresponding to the age or depreciation level of the insurance object, if available.

215. Differently from the previous article, If shall calculate depreciation and indemnify the damages in money, if as a result of the insurance event, damages were caused only to the tires or to the tires and tires that are as worn are not available.

216. The main guarantee shall be the vehicle guarantee granted by the manufacturer, where the restriction on the age and mileage is established by the manufacturer. The main guarantee is also the extension of the term of main guarantee by a dealership if the content of the guarantee does not differ from the main guarantee of the manufacturer.

217. The main guarantee shall not be:

217.1. the paint guarantees and body guarantees of the manufacturer after the expiry of the main guarantee;

217.2. the additional guarantees given by the representation or car sales company, except in cases set out in Article 216.

218. In case of a vehicle with a valid main guarantee, the indemnity is calculated on the basis of the repairs of the insurance object in a workshop accepted by the manufacturer and the price of a new original part.

219. If an insurance event is caused by a technical failure of the insurance object, the amount of loss shall not include the cost of replacing or repairs of the part that caused the failure.

220. In case of restoration, If shall:

220.1. issue a letter of guarantee to the extent of the indemnity and pay the indemnity to the repairs company after the client has accepted the work; or



220.2. transfer the indemnity to the bank account of the policyholder or insured, if expense documents verifying repairs were sent to If.

#### **Restoration by the policyholder**

221. If the policyholder restores an insurance object after an insurance event on their own and does not present to If documents on the payment of repairs costs, the amount of loss shall be 55% of the cost of spare parts and restoration works approved by If. If shall not be obliged to pay the indemnity before the restored insurance object has been presented to If.

#### **Towing costs**

222. If shall indemnify the reasonable and necessary towing costs of an insurance object from the site of an insurance event to the nearest storage location or workshop within the borders of the same country. If shall indemnify the towing costs also if the towing cost and other indemnity in total exceed the sum insured.

223. If towing is done across the border, If shall indemnify the towing costs provided that they have been previously approved by If.

224. If does not indemnify the cost of removal or any other costs (rescue, placing on the road etc.), which are related to the trailer of the insured vehicle, or goods in the vehicle or on the trailer. The above shall not be applicable for light trailers under the conditions set out in Articles 64 - 67.