

Vehicle insurance conditions



TS 20101

IF P&C INSURANCE AS. COMMERCIAL REGISTER CODE 10100168

NB! THIS IS AN UNOFFICIAL TEXT. IN CASE OF THE DISPUTE THE ESTONIAN WORDING SHALL PREVAIL.

The monetary amounts of this document are expressed in euros and in kroons. The amounts in kroons are used until 01.01.2011, the amounts in euros are used since 01.01.2011.

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Application of conditions

- The “Vehicle Insurance Conditions” shall be applicable for insuring vehicles and work machinery together with the “General Insurance Conditions” of If P&C Insurance AS.
- The rights and obligations set forth in the “Vehicle Insurance Conditions” shall be applicable in addition to the rights and obligations set forth in the “General Insurance Conditions”.
- These insurance conditions consist of the main part and annexe (“Special Provisions for Machinery and Trailers”). The Annexe shall be applicable together with the main part.

Insurance object

- The types of insurance objects are:
 - vehicles and their trailers;
 - machinery and their trailers.
- The insurance object shall be marked on the insurance policy.
- For the purposes of these insurance conditions a vehicle shall be a motor vehicle pursuant to the Traffic Act the driving of which requires the right to drive of category A (motorcycles), BE, CE, DE (road trains).
- For the purposes of these insurance conditions machinery shall be a machine or a vehicle, which does not belong among the vehicles, described in the previous article and is able to move on its own (including tractors and all-terrain vehicles).
- The insurance object shall not be vehicles or machinery moving on ropes or rails.
- The insurance object shall not be aircrafts, watercrafts or rail vehicles.

CHANGE OF COUNTRY OF REGISTRATION DURING THE INSURANCE PERIOD

- The policyholder shall be obliged to inform the insurer without a delay if the insurance object is entered into a

respective register (traffic register, register of motor vehicles etc) of another country during the insurance period. The notice must be in writing or in a format that can be reproduced in writing.

11. If the insurance object has been entered into a register of another country the insurer as well as the policyholder shall have the right to unilaterally terminate the insurance contract by giving the other party advance notice of 14 days. The notice must be in writing or in a format that can be reproduced in writing.

PARTS OF THE INSURANCE OBJECT

12. The types of the parts of the insurance object are:
 - 12.1. high risk parts. The list of high risk parts is set forth in article 19. The insurance shall be valid for the parts with high risk only in case if the limit of indemnity for high risk parts is set forth on the insurance policy.
 - 12.2. ancillary equipment of machinery. Ancillary equipment of machinery shall be equipment that can be separated from the machinery (e.g. plough, haymaker, plow). The ancillary equipment connected to the insured machinery shall automatically be an insurance object. Insurance shall be valid for ancillary equipment that is separated (unhooked) from the machinery in the case if the ancillary equipment is separately marked on the insurance policy.
 - 12.3. Parts of the insurance object for which the insurance shall not apply in any case are stated in articles 30 – 32.
 - 12.4. Other, parts of the insurance object connected to the insurance object not mentioned in articles 12.1 – 12.3 shall be automatically covered with insurance.
13. Upon the removal, replacement or adding of a part of the insurance object, the insurance shall apply according to the conditions set forth in articles 22 - 28.
14. In case if insurance is not applicable for a certain part of the insurance object, this part shall not be taken into account in determining the market value of the insurance object, and the insurer shall not be obliged to compensate the expenses on repairs or reacquisition costs of this part.

HIGH RISK PARTS

15. For the purposes of these insurance conditions the high risk parts shall be the parts connected to the insurance object that are listed in article 19 of these insurance conditions and for which the insurance shall be valid only if the indemnity limit of the high risk parts is indicated on the insurance policy.
16. If the indemnity limit of the high risk parts is not indicated on the insurance policy, the insurance shall not be valid for the high risk parts. This restriction shall be applicable even if the high risk parts are mentioned in the insurance object inspection act or documents on acquisition of the insurance object.
17. The indemnity limit of the high risk parts shall be the limit of indemnity paid for the replacement or repairs of the high risk parts (see also art. 167 - 168).
18. The indemnity limit shall be indicated on the insurance policy as a total for all high risk parts. It is not required to list the high risk parts separately on the insurance policy.
19. List of the high risk parts:
 - 19.1. Additional bumper (grille guard, front bumper, back bumper, side bumpers);
 - 19.2. Alloy wheels;
 - 19.3. Spoilers;
 - 19.4. Child seat (child-restraint seat, carry cot);
 - 19.5. Roof frame, bike frame and roof box (ski box, surfboard box etc.);
 - 19.6. Microwave oven, cooker, refrigerator, sanitary equipment installed in the insurance object;
 - 19.7. Communication devices;
 - 19.8. Audio equipment (speakers, amplifiers etc.);
 - 19.9. Video equipment (TVs etc.);
 - 19.10. Additional lights;
 - 19.11. Taximeter;
 - 19.12. Printer;
 - 19.13. Winch;
 - 19.14. Special equipment, i.e. equipment that are used for carrying out special functions (medical equipment, diagnostic equipment, fire fighting equipment, loud speakers etc.);
 - 19.15. Decorative, special and additional paintings and decorative films. Decorative film shall be a film to which a message or graphic image has been drawn (e.g. logo, advertisement);
 - 19.16. Navigation devices permanently connected to the vehicle (except in cases set forth in Art. 20);
 - 19.17. Plastic and/or metal box cover of a vehicle.
20. Insurance shall be applicable for the following vehicle parts even if the high risk parts insurance indemnity is not indicated on the insurance policy:
 - 20.1. Audio devices with the marking of the respective brand of a vehicle or machine;
 - 20.2. Integrated (permanently connected) audio devices, integrated (permanently connected) board computers and integrated (permanently connected) navigation devices installed (permanently connected) by the manufacturer or workshop authorised by them.
21. In the case of destruction of, damages to, theft or robbery of alloy wheels, in case if the indemnity limit of the parts with high risk is not marked on the insurance policy, the insurer shall base the determination of the insurance indemnity on the value of plate wheels in original size. In case if the installation of available plate wheels is technically impossible, the determination of the insurance indemnity shall be based on the value of the cheapest available alloy wheels, which are technically suitable.

CHANGE IN THE PARTS OF THE INSURANCE OBJECT DURING THE INSURANCE PERIOD

22. Insurance shall not apply to the vehicle part that has been removed from the vehicle before the insurance event, except in cases set forth in article 207.
23. If the part of the insurance object for which the insurance applies has been replaced by a cheaper part, the insurer shall take into account the cheaper part while calculating the amount of loss.
24. The policyholder is obliged to present the insurance object for inspection at the insurer's request immediately after removal, installation or replacement of a part of the insurance object.
25. The policyholder is obliged to preserve and present upon the insurer's request the documents proving removal, replacement or installation of a part of the insurance object and the value of a new part to the insurer.
26. If the policyholder does not present the insurer the documents proving the installation or replacement of a part of the insurance object, then the insurer has the right to calculate the amount of loss based on the assumption that the part of the insurance object was not installed or replaced.
27. The indemnity limit of the parts with high risk shall not be increased automatically. In order to increase the indemnity limit of the parts with high risk (i.e. for modifying the insurance contract), the policyholder must submit an application in writing or in the format, which can be reproduced in writing.
28. If the policyholder wishes to increase the indemnity limit of the parts with high risk or add to the insurance contract the indemnity limit of the parts with high risk, it shall be considered that the insurance contract has been amended only in the case if the insurer has issued an insurance policy with amended data or its annex and the policyholder has paid the additional insurance premium.

CHANGE IN THE ANCILLARY EQUIPMENT OF MACHINERY

29. Conditions regulating the change in the ancillary equipment of machinery are set forth in Annex 1 (see art. 207).

ITEMS THAT SHALL NOT BE INDEMNIFIED

30. The insurance shall not apply to such parts of the insurance object the owning or installation of which to the vehicle is prohibited by the legislations of the Republic of Estonia.
31. The insurance shall not apply to parts not installed on the insurance object (spare parts, second set of tyres etc.), except in the case of ancillary equipment of machinery pursuant to the conditions set forth in article 207.
32. The insurance shall not apply for transportable navigation devices, their parts and fixtures.

Keys, remote controls, documents

33. The term "keys and remote controls" used in these insurance conditions shall mean the keys and other devices of the insurance object that are intended for opening the doors and shutters or using security devices (door cards, alarm remote controls, immobiliser remote controls, etc.) of the insurance object.
34. The term "vehicle documents" used in these insurance conditions shall mean the certificate of registration of the insurance object. If the certificate of registration of the vehicle includes several different documents (e.g. part A and part B), the term "vehicle documents" shall cover all parts of the certificate of registration.
35. The policyholder shall be obliged to notify the insurer immediately in writing or in the format, which can be reproduced in writing (e.g. by e-mail) of removal, replacement, installation or recoding of the keys, remote controls, locks and safety devices (including alarm, immobiliser) of the insurance object.

Third person

36. For the purposes of these insurance conditions a third person shall be a person who is not:
 - 36.1. the policyholder or the insured;
 - 36.2. the legal possessor of the insurance object;
 - 36.3. a legal representative or employee of the policyholder, insured or legal possessor or the insurance object or a person for whom the policyholder, insured or legal possessor is responsible;
 - 36.4. a parent, child, grandchild, spouse, life partner, daughter-in-law, son-in-law of the policyholder, insured or legal possessor of the insurance object;
 - 36.5. a person with whom the policyholder, insured or legal possessor of the insurance object shares a household.

Insurance validity area

37. The insurance shall be valid in the validity area indicated on the insurance policy, unless foreseen differently with the insurance conditions.
38. The insurance validity areas are:
 - 38.1. Estonia;
 - 38.2. Europe (except Ukraine, Byelorussia, Russia);
 - 38.3. all Europe (including Ukraine, Byelorussia, the European part of Russia). The European part of Russia is considered to be the part of the Russian Federation that remains west from the Ural Mountains.

RESTRICTIONS

39. Regardless of the selected insurance validity area, the vehicle assistance insurance shall in no case be valid in Russia, Ukraine and Byelorussia.
40. Regardless of the selected insurance validity area, the vehicle assistance insurance cover “assistance in formalising a traffic accident in the event of towing assistance event” (see art. 80.6) shall be valid only for insurance events that occurred in Estonia.

Insurance event

41. Types of insurance events are the following:
 - 41.1. Accident (including vandalism, traffic accident, natural disaster, damage to the vehicle parts);
 - 41.2. Fire;
 - 41.3. Theft, robbery;
 - 41.4. Vehicle assistance event.
42. The insurance events, against which the insurance object has been insured, shall be indicated in the insurance policy. If an insurance event has not been indicated in the insurance policy, then insurance shall not apply to that insurance event.
43. The vehicle assistance insurance shall be applicable for passenger vehicles and vans which are insured against an accident (art. 44 – 49).

Accident

44. An accident (including vandalism, i.e. deliberate damaging of property by a third person, traffic accident, natural disaster, damage to the vehicle parts) shall mean a sudden event or action that is accompanied by the damage to or destruction of the insurance object, unforeseen for the policyholder, to the insured, the beneficiary and the legal possessor of the insurance object.
45. An accident is also considered to be damaging or destruction of the insurance object as a result of flood, raise in the level of soil water or subsoil water or malfunction of sewer or condensation water systems (e.g. drowning of the insurance object in the basement garage).
46. An insurance event is not considered to be damage to or destruction of the insurance object caused by water in the fuel system of the engine of the insurance object, if the insurance object was driven or used on an area covered with water. The abovementioned exception shall not be applicable in case if the damage is caused due to the insurance object driving out of the road, capsizing or colliding with another vehicle or object.
47. Damage to or destruction of the insurance object connected with fire, theft or robbery shall not be considered an accident.
48. Damage to or destruction of the insurance object when the vehicle was in the illegal possession (stolen, robbed) during the damage or destruction shall not be considered an accident.
49. Upon the consent of the insurer damages mentioned in the last two articles can be insured with the fire insurance, or theft or robbery insurance.

Fire

50. Fire shall be a sudden and unforeseeable damage to or destruction of an insurance object by fire (including arson), smoke, and soot or as a result of fire extinguishing.
51. Fire that was caused as a result of action or inaction (including as a result of incompliant repairs or maintenance) of an employee of a service shop shall be considered an insurance event.
52. Damage to or destruction of the insurance object when the insurance object was in the illegal possession (stolen, illegally removed, in unauthorised use, etc.) during the damage or destruction shall not be considered a fire accident.
53. Upon the consent of the insurer damage mentioned in the previous article can be insured with theft or robbery insurance.

Theft, robbery

INSURANCE EVENT

54. On the basis of these insurance conditions an insurance event shall be a sudden and unforeseeable loss of possession of the insurance object in the case of theft (including stealing of a vehicle) or robbery, also sudden and unforeseeable damages to or destruction of the insurance object during the course of theft, robbery or attempts thereof.
55. Theft shall mean illegal taking of the insurance object by a third person, regardless of the fact if the aim of the taking was only using the object or acquiring the object.
56. Robbery shall mean taking possession of the insurance object by a third person with the purpose of illegally acquiring it by using violence or by threatening with such violence.

57. Theft of a vehicle shall be an insurance event only in case if during the theft the vehicle was locked, the windows, doors, scuttle and other openings of the vehicle were closed and all safety installations of the vehicle (alarm system, immobiliser etc.) were switched on.

THEFT OF THE VEHICLE PARTS FROM THE PASSENGER COMPARTMENT

58. Theft of the vehicle parts from the passenger compartment shall be an insurance event only if the vehicle has been broken into by breaking the vehicle lock, lock picking, by breaking the windscreen, cabin windows, scuttle or other vehicle barriers.
59. Lock picking shall illegal opening of the locking mechanism by a skeleton key or other similar instrument.
60. Lock picking shall not be opening the locking mechanism of the vehicle with an original key, original remote control or its copy, including in case the key or the remote control was stolen from the pockets of clothing (incl. the pockets closed with a lock, buttons or other means), handbags, belt bags or rucksacks, suitcases, briefcases, etc.

INSURANCE EVENT SHALL NOT BE THE FOLLOWING ...

61. NB! In case if the insurance object is not insured against theft and robbery, an accident (including a traffic accident, vandalism) or fire concurring with the theft or robbery or attempts thereof shall not be considered an insurance event.
62. Theft or robbery shall not be an insurance event if it was conducted by a person who had the possibility to have an access to the keys and remote controls of the insurance object without using violence (e.g. a person, under whose care the keys had been left, family members, work associates, party companions, friends, acquaintances, personnel of the repair shop, etc.).
63. The exclusion set forth in the previous article shall not be applied if the insurance object was stolen or robbed from a repair shop where the insurer sent the insurance object for post-insurance repairs.
64. Theft of audio devices of the insurance object shall not be an insurance event unless the policyholder submits immediately after the insurance event to the insurer the audio device front panel. This article shall not apply if the audio equipment of the insurance object has been manufactured the way that it is impossible to remove the front panel (an integrated audio device).
65. Insurance event shall not be another offence against property (e.g. acquiring, fraudulent conduct, extortion etc.), which does not comply with the features of illegal possession, theft or robbery indicated in these conditions.
66. Theft shall not be an insurance event if the insurance object is stolen after stealing the keys or remote controls of the insurance object. This exclusion shall not apply if the keys or remote controls of the insurance object were taken away as a result of burglary or robbery.
67. Theft shall not be an insurance event if the policyholder does not submit to the insurer immediately after the insurance event all the keys and remote controls of the insurance object. This exclusion shall not apply if the keys or remote controls of the insurance object were taken away as a result of burglary or robbery.

BURGLARY

68. Burglary shall be entering into a building by breaking the boarders of the building (e.g. windows, doors, walls, floors) or breaking or lock picking the locking mechanism.
69. Lock picking shall mean illegal opening of the locking mechanism by a skeleton key or other similar instrument.
70. Burglary shall not be opening the locking mechanism of the building with an original key, original remote control or its copy, including in case the key or the remote control was stolen from the pockets of clothing (incl. the pockets closed with a lock, buttons or other means), handbags, belt bags or rucksacks, suitcases, briefcases, etc.

Glass insurance

71. The reference "GLASS INSURANCE" written in the insurance policy denotes that if as a result of an insurance event only the windscreen and/or cabin windows (hereinafter "glass") are destroyed or damaged, then deductible shall not be applied or shall be applied in reduced amount (glass insurance deductible).
72. For the purposes of glass insurance "glass" shall also mean the film mounted on the glass (safety film, tinted film), except decorative films. Decorative film shall be a film to which a message or graphic image has been drawn (e.g. logo, advertisement).
73. The following shall be indicated in the insurance policy:
1) whether the glass insurance covers only the windscreen or the windscreen and the cabin windows;
2) whether deductible in reduced amount is applied or no deductible is applied at all.
74. NB! If in addition to the glass other parts of the insurance object have been damaged, destroyed, stolen or robbed, the deductible of the specific insurance event shall apply, including for the damages caused to the glass (see also articles 158 - 164).
75. Glass insurance shall not cover scuttle and other parts of the insurance object made of glass, transparent plastic or other transparent material (roof, lights, mirror, lanterns, etc.).

Vehicle assistance insurance

76. The vehicle assistance insurance is applicable only if the insurance object is insured against an accident (see art. 44 – 49).
77. A vehicle assistance insurance event is a technical failure of a vehicle, destruction of or damages to a vehicle in the case of which the driver of a vehicle needs assistance or consulting. In the case of vehicle assistance insurance the deductible shall not be applicable.
78. The vehicle assistance insurance is applicable only for passenger vehicles and vans. The vehicle assistance insurance is not applicable for motorcycles, trucks, tractors, buses, machinery and trailers.
79. NB! The vehicle assistance insurance cover is applicable for only these vehicle assistance services that are ordered through the contact telephone of the insurer. Costs on services related to vehicle assistance, which the policyholder, insured or driver of the vehicle have made by their own initiative or by using any other provider of vehicle assistance service, shall not be indemnified.
80. The vehicle assistance insurance includes the following services:
- 80.1. vehicle assistance by telephone (consulting and advice, organising the best assistance according to the location and technical conditions of the event; continuation of the trip – organising a taxi if the client wishes and at the expense of the client);
- 80.2. vehicle assistance for eliminating unexpected technical failures (including failures in the electrical system, failures in the fuel system, failures in the cooling system, alarm problems, battery problems, tyre problems, lights);
- 80.3. vehicle assistance for eliminating technical failures that have occurred unexpectedly due to the negligence of the driver (empty battery (assistance in starting), wrong fuel, additional fuel, alarm problems, loss or theft of keys, tyre problems);
- 80.4. towing, if the failure cannot be eliminated on the road, to the nearest workshop accepted by the insurer within the borders of the same country where the insurance event took place;
NB! The towing service is provided only once per insurance event, except if the vehicle cannot be immediately be taken to the workshop accepted by the insurer.
- 80.5. towing in the event of an accident (including traffic accident) to the nearest workshop accepted by the insurer or guarded parking lot.
- 80.6. assistance in formalising a traffic accident in the event of towing assistance event (art. 80.4, 80.5). The photos are taken of the event site and damaged property/vehicles and an explanation of the events is taken from the driver. In the event of a traffic accident with multiple participants a notice on the traffic accident is compiled. The client is consulted on compiling the explanatory note, in further actions and if necessary, a police is called or the police are informed of the events. If at the site it appears that the If motor third party liability insurance client of If is liable, an explanation is taken, if possible, from the other party as well.
81. Provision of the vehicle assistance service takes place on public roads in the insurance validity area, unless provided differently in these insurance conditions. Regardless of the insurance validity area, the vehicle assistance insurance shall not be applicable in Russia, Ukraine and Byelorussia.
82. NB! The vehicle assistance insurance cover “assistance in formalising a traffic accident” (see art. 80.6) shall be valid only for insurance events that have occurred in Estonia, provided that the event is also a towing assistance event (art. 80.4, 80.5). If the insured vehicle does not need towing (e.g. the vehicle is damaged in the way that does not hinder participating in road traffic), assistance is provided by telephone (see art. 80.1) but no assistance is provided at the event site.
83. NB! The vehicle assistance services are provided in case of unexpected failures or loss events due to which driving cannot be continued according to the technical conditions of the manufacturer or in the case of which it is not allowed to participate in traffic according to the applicable law.
- Examples: If the bulbs of the headlights have burned out during daylight time, it does not hinder driving and shall not be included in the vehicle assistance services, however, the same failure during dark times does; replacement of winter tyres with summer tyres or installation of new tyres is not included in the vehicle assistance services, adding window cleaning liquid is not included in the vehicle assistance services etc.
84. Towing of a vehicle shall be carried out with a tow truck and in the case if according to the applicable law a vehicle cannot be used to drive to the nearest workshop accepted by the insurer.
Example: If due to a traffic accident a tail-light or side door is damaged in a way that does not hinder driving, the vehicle shall not be towed.
85. The vehicle assistance service shall not be provided if it is in contradiction with the law or malicious.
Example: A client asks for towing or opening of the doors of a vehicle the right of use or ownership of which he is unable to prove.
86. The vehicle assistance service shall not be provided if the occurrence of the vehicle assistance need was foreseeable for the policyholder, insured or legal possessor of the vehicle.
Example: A client orders repeatedly the start-up assistance, regardless of the fact that he has been previously informed of the need to replace the battery.
87. The insurer shall not be obliged to indemnify on the basis of the vehicle assistance insurance, expenses on acquisition of fixtures, spare parts, replacement keys or remote controls, fuel, oil or other liquids for the vehicle. Furthermore, the insurer shall not be obliged to indemnity on the basis of the vehicle assistance insurance, expenses on telephone, parking fees and using taxi or any other means of transport.
Example. A vehicle suddenly runs out of fuel. The service of fuel delivery is covered with the vehicle assistance insurance and no separate fee is requested. The client has to pay only for the fuel.
88. The vehicle assistance services shall not include pulling a vehicle out of snow, sand or mud, except if the reason for

vehicle assistance need is a traffic accident (e.g. driving off the road).

Exclusions

89. The following exclusions are applicable for all insurance events.

EXCLUSIONS OF THE GENERAL INSURANCE CONDITIONS

90. The insurer shall not be obliged to indemnify if the compensation of damages is excluded with the General Insurance Conditions of If P&C Insurance AS.

THE EVENT IS NOT AN INSURANCE EVENT

91. The insurer shall not be obliged to indemnify if it is not a case of insurance event.

92. The insurer shall not be obliged to indemnify if occurrence of loss was not sudden and unforeseeable.

PERSONS RELATED TO THE POLICYHOLDER

93. The insurer shall not be obliged to indemnify if actual or attempted arson (i.e. intentional lighting of fire), vandalism (i.e. intentional damaging or destruction of an insurance object), theft or robbery of the insurance object has been conducted by the following persons:

93.1. the policyholder or the insured;

93.2. the legal possessor of the insurance object;

93.3. the policyholder, insured or the legal representative, employee of the legal possessor of the insurance object or a person for whom the policyholder, insured or legal possessor is responsible;

93.4. a parent, child, grandchild, spouse, living companion, daughter-in-law, son-in-law of the policyholder, insured or legal possessor of the insurance object;

93.5. a person with whom the policyholder, insured or legal possessor of the insurance object have a shared household.

STATE OF INTOXICATION

94. The insurer shall not be obliged to indemnify loss, if the driver of the insured vehicle was in the state of intoxication during the time when the traffic accident occurred.

95. The insurer shall not be obliged to indemnify loss, if the user of the machinery was in the state of intoxication during the time when the insurance event occurred.

96. The insurer shall not be obliged to indemnify loss, if the driver uses intoxicating substances after the traffic accident has occurred and before the state of intoxication has been examined by the police or a medical institution.

LEAVING THE SCENE OF AN EVENT

97. The insurer shall not be obliged to indemnify loss caused by the traffic accident if the driver of the vehicle or machinery leaves the scene of an event after the traffic accident thereby violating legislations.

DRIVING A VEHICLE OR MACHINERY WITHOUT A DRIVING LICENSE OR THE RIGHT TO DRIVE

98. The insurer shall not be obliged to indemnify loss if the driver of the insurance object had no valid right to drive of the respective category foreseen in the Republic of Estonia or a valid document certifying the right to drive (driving license) at the time of the traffic accident or if the right to drive was suspended at the time of the traffic accident.

99. The exclusion indicated in the previous article shall not apply if the vehicle was stolen or robbed and an application for starting criminal proceedings has been submitted about it. This article does not prevent application of any other exclusions and restrictions (including article 75, loss caused by persons connected with the policyholder).

FAILURE TO USE WINTER TYRES

100. The insurer shall not be obliged to indemnify if causing the loss was promoted by using summer tyres during the period when use of winter tyres is obligatory according to the legislation.

GROSS NEGLIGENCE ON THE ROAD AND OUTSIDE THE ROAD

101. Unlike article 2 to these insurance conditions and provisions of the General Insurance Conditions the insurer shall be obliged to indemnify loss caused to the insurance object as a result of gross negligence of the owner of the vehicle on the road.

102. Loss caused by driving with gross negligence shall not be indemnified if indemnifying the loss is excluded according to article 100 (failure to use winter tyres), 109-113 (incompliant technical state).

103. If lifting the vehicle onto the road or pulling out of a ditch has caused the loss, it shall be considered that driving on the road has caused the loss.

104. The insurer shall not be obliged to indemnify loss caused to the insurance object as a result of gross negligence of the owner of the vehicle outside the road (e.g. keeping the car in a garage, driving a land rover on a land).

USING A VEHICLE OUTSIDE THE ROAD

105. The insurer shall not be obliged to indemnify loss caused by a vehicle falling through ice outside officially opened ice road meant for traffic.

106. The insurer shall not be obliged to indemnify loss caused at the territory that has been closed for traffic according to

the traffic control device (e.g. airfield, road construction area, quarry, mine, etc.). The abovementioned exclusion does not apply to these vehicles that conduct work tasks at the territory closed for traffic and machinery.

107. The insurer shall not be obliged to indemnify loss caused by driving in the area not intended for traffic (landscape, ashore, water, swampy area, etc.), if the loss is related to specific features of the corresponding area (e.g. driving against a rock in a high grass, sinking into mud, scratches of tree branches, etc).

COMPETITIONS AND RACES

108. The insurer shall not be obliged to indemnify loss related to the use of the insurance object at competitions and races, including during preparation for a competition or a race. This exclusion shall apply notwithstanding whether the competition or race or preparation thereof had been organized according to the regulations or not.

INCOMPLIANT TECHNICAL STATE

109. The insurer shall not be obliged to indemnify loss for the elimination of defects of the insurance object (maintenance, replacement of worn out parts etc.), except in cases when the defect was caused by a sudden and unexpected circumstance beyond the insurance object.
110. The insurer shall not be obliged to indemnify loss for which the manufacturer, seller or repairman is responsible (including loss to be compensated on the basis of the manufacturer's warranty, sales warranty, contractor's warranty, etc.).
111. The insurer shall not be obliged to indemnify loss caused by the defective or unskilful or incompliant maintenance or repairs, notwithstanding the fact that conducted the repair works.
112. Exclusions set forth in articles 109-111 shall not be applicable for vehicle assistance events and in case if the loss was caused by fire, driving off the road, overturning of the insurance object or its collision with another object.
113. The insurer shall not be obliged to indemnify loss caused by or the causing of which was facilitated by a deficient technical state (including the state of the tyres), in the case of which participation in traffic is not allowed with the legislation of Estonia.

OIL OR OTHER LIQUIDS IN THE FIXTURES OF THE INSURANCE OBJECT

114. The insurer shall not be obliged to indemnify loss caused by the insufficient amount or circulation of oil or other liquids in the fixtures of the insurance object.
115. The exclusion set forth in the previous article shall not be applicable if the insufficient amount or insufficient circulation of oil or other liquid is due to a collision or driving off the road and the loss is caused immediately after the collision or driving off the road. After the occurrence of the loss event, the insurance object can be used only according to the conditions set forth in article 136.

SUBSTANDARD FUEL

116. The insurer shall not be obliged to indemnify loss to the engine of the insurance object caused by the use of substandard fuel.

USUAL WEAR AND TEAR

117. The insurer shall not be obliged to indemnify loss if the loss is caused by the usual gradual wear and tear, amortization or corrosion of the insurance object.

LOSS CAUSED ONLY TO THE TYRES

118. The insurer shall not be obliged to indemnify loss only to the tyre or tyres.

Requirements for the safety installations

PASSENGER CARS AND VANS

119. Alarm system and immobiliser shall be installed on a passenger car and van insured against theft and robbery.
120. The immobiliser shall execute independently from the will of the driver and include the function of ignition blocking function.
121. The alarm system shall have the door, front bonnet and back bonnet blocking function. The alarm shall react to the movement in the passenger compartment with sound as well as light signal.

ADDITIONAL IMMOBILISER

122. In case if the vehicle is one of the following an additional immobiliser shall be installed on the vehicle:
- 122.1. Audi A6, S6 (both with the first registration in 1997-2000),
- 122.2. Audi A8 (with the first registration in 1994-2001),
- 122.3. Audi S8 (with the first registration in 1996-2001),
- 122.4. Audi Q7 (with the first registration from 2005)
- 122.5. Volkswagen Passat (with the first registration in 1997-2002),
- 122.6. Volkswagen models Bora, Golf (with the first registration in 1998-2000),
- 122.7. Toyota Land Cruiser (with the first registration in 1997-2002),
- 122.8. BMW models 518, 520, 523, 525, 528, 530, 535, 540 (all with the first registration in 1996-2003),
- 122.9. BMW X5 (with the first registration starting from 2000 - 2006),
- 122.10. Porsche Cayenne (with the first registration starting from 2003).

123. The additional immobiliser shall execute independent of the will of the driver. The additional immobiliser shall have one of the following functions:
- 123.1. switching-off of the ignition blocking requires entering a code, or
 - 123.2. transponder function (reading the code takes place at a distance) whereas the location of switching-off of the ignition blocking shall not be located near the ignition lock (upon checking the car must not start if the bunch of keys with the immobiliser transponder is placed in the ignition lock). The additional immobiliser with the transponder function shall also be an immobiliser in the case of which the switching off of the ignition blocking takes place with a card.

TRUCKS AND TRACTOR UNITS, IN CASE IF THE VALIDITY AREA IS ONLY ESTONIA

124. In case if the insurance validity area is only Estonia and the market value of the tractor unit exceeds 31, 956 EUR/500,000 EEK, the truck or tractor unit insured against theft or robbery must have at least one of the following safety installations:
- 124.1. immobiliser, which has ignition blocking function and which executes independently from the will of the driver, or
 - 124.2. alarm system, the alarm of which shall react to the movement in the passenger compartment with sound as well as light signal.
125. In cases not described in the previous article, in case if the validity area is only Estonia, immobiliser or alarm system shall not be obligatory for the insurance of trucks and tractor units.

TRUCKS AND TRACTOR UNITS, IN CASE IF THE VALIDITY AREA IS ALL EUROPE OR EUROPE (EXCEPT UKRAINE, BYELORUSSIA, RUSSIA)

126. In case if the insurance validity area is all Europe or Europe (except Ukraine, Byelorussia, Russia), the truck or tractor unit insured against theft or robbery must have at least one of the following safety installations:
- 126.1. immobiliser, which has ignition blocking function and which executes independently from the will of the driver, or
 - 126.2. alarm system, the alarm of which shall react to the movement in the passenger compartment with sound as well as light signal.

BUSES

127. In case if audio- and video equipment (radio, VCR, monitors, speakers etc.) are placed in the bus insured against theft and robbery and the total sum of the parts with high risk exceeds 2, 237 EUR/35,000 EEK, the existence of the alarm system shall be obligatory. The alarm of the alarm system shall react to the movements in the salon of the bus with sound as well as light signal.
128. In cases not described in the previous article, immobiliser or alarm shall not be obligatory for the insurance of the buses.

MOTORCYCLES

129. A motorcycle insured against theft and robbery shall have at least one of the following safety installations:
- 129.1. immobiliser, which has ignition blocking function and which executes independently from the will of the driver, or
 - 129.2. alarm system, which has ignition blocking function and which executes independently from the will of the driver.

Safety requirements

LEAVING THE VEHICLE

130. When leaving the vehicle, the driver has to close all windows and lock all doors, take along all keys, remote controls and documents, remove and take along the removable front panel of the audio system and activate the alarm system and the immobiliser.

STORAGE OF THE KEYS, REMOTE CONTROLS AND DOCUMENTS

131. The keys, remote controls and documents of the insurance object must be kept in a place and in a way that the keys, remote controls and documents cannot be taken away without using force or threatening with violence (e.g. breaking in or robbery).
132. Before drinking alcohol the holder of the keys, remote controls and documents shall take efficient measures in order to prevent losing the keys, remote controls or documents or allowing them to be available to another person during the state of intoxication.
133. If the keys and remote controls of the insurance object are kept outside a locked cabinet or a drawer, the windows of the room, where the keys and remote controls are kept must be closed and the doors have to be locked. The windows can be open and doors unlocked if the keys and remote controls are under direct and constant surveillance. Surveillance shall be direct and constant in the case if the keys, remote controls and documents cannot be taken without using force or threatening with violence.
134. The keys, remote controls and documents of the vehicle cannot be left in the vehicle, machinery or trailer.

FIRE SAFETY

135. The place where the insurance object is kept (a garage) must comply with the fire safety requirements. It is prohibited to use open fire in the garage. During repairs, including paintwork and welding works the corresponding safety requirements must be followed.

USING THE INSURANCE OBJECT AFTER A LOSS EVENT

136. After the damaging of the insurance object (including after a traffic accident) the insurance object can be used only if the user of the insurance object has examined the insurance object and is convinced that the insurance object is in the required technical state for using (among other things it must be checked if there is no oil or fuel leakage, if the tyres are not broken and the steering wheel and brakes are working).

Notifying the insurer

137. Unlike the provisions of the General Insurance Conditions, the policyholder shall be obliged to inform the insurer promptly and in writing or in a format which can be reproduced in writing (e.g. e-mail) of the following circumstances:
- 137.1. change in the owner of the insurance object;
 - 137.2. the insurance object has become bankruptcy estate;
 - 137.3. removal of the insurance object from the register;
 - 137.4. replacement of the registration plate;
 - 137.5. change or modification of the registration certificate of the insurance object;
 - 137.6. change in the intended purpose of the insurance object in case if the vehicle will be used for the following purposes: taxi, vehicle for driving practice, emergency vehicle, lease or rental vehicle, which shall be given for rent or lease for a short period of time without a driver from the person who gives the vehicle for lease or rent (so called short-period rent vehicle). The rental or lease contract shall be considered as short-term if its term does not exceed six months.
138. The insurer shall be notified of changing, adding or removal of keys, remote controls and security installations of the insurance object pursuant to the procedure set forth in article 35.

Obligations in case of a loss event

NOTIFYING THE POLICE AND RESCUE BOARD

139. In the case of a loss event the policyholder shall be obliged to:
- 139.1. formalise the traffic accident pursuant to applicable legislation;
 - 139.2. immediately notify the police of the traffic accident if so provided by the legislation;
 - 139.3. immediately notify the police of the event in the case of vandalism, arson, robbery and theft and submit an application for initiating criminal or misdemeanour proceedings;
 - 139.4. immediately notify the Rescue Board and police of the event in case of fire.
140. In the case of theft or robbery the policyholder shall be obliged to submit an application for initiating criminal or misdemeanour proceedings.
141. If so foreseen with legal acts, the driver of the vehicle or machinery shall not be allowed the scene of the event before the arrival of the police.

PRESENTING THE INSURANCE OBJECT TO THE INSURER

142. The policyholder shall be obliged to submit the damaged insurance object or the remains of the destroyed insurance object to the insurer for examination before the beginning of repair works of the insurance object, making changes to the insurance object and utilizing the remains of the destroyed insurance object.
143. If the insurer so requires, the policyholder shall be obliged to preserve the damaged insurance object in the post-insurance event state during the period determined by the insurer and present the insurance object for repeated examination.
144. Upon the restoration of the insurance object, the insurer shall be entitled to demand the presenting of the restored insurance object, also documents, which certify the expenses made for the restoration of the insurance object.

PRESENTING DOCUMENTS, KEYS AND REMOTE CONTROLS TO THE INSURER

145. After the occurrence of a loss event the policyholder shall immediately present the documents of the insurance object to the insurer.
146. If the insurance object has been stolen or robbed, the policyholder shall immediately present the keys and remote controls of the insurance object existing at the moment of the conclusion of the insurance contract to the insurer.
147. In case of an accident the policyholder must ensure that the driving license of the person who was driving the vehicle or machinery will be submitted to the insurer.
148. In case of theft of the audio system of the vehicle the policyholder must immediately submit to the insurer the removable front panel of the audio system, except in the case of integrated (built-in) audio systems.

SUBMITTING THE RECORD SHEET OF THE TACHOGRAPH TO THE INSURER

149. If a mechanical tachograph has been installed on the vehicle, the record sheet of the tachograph that was in the tachograph at the moment of the loss event and includes data regarding the time of occurrence of the insurance event and the period before that shall be immediately submitted to the insurer.
150. If a digital tachograph has been installed on the vehicle, the policyholder shall allow the insurer to review the data recorded for the time of occurrence of the insurance event and the period before that.

Reduction of insurance indemnity and refusal to pay insurance indemnity

151. If the policyholder or a person for whom the policyholder is responsible has violated the insurance contract, the insurer shall have the right to reduce the insurance indemnity or refuse to pay insurance indemnity, unless provided differently by the law or conditions of the insurance contract.

Sum insured and insurance value

152. The sum insured shall be determined for each insurance event. Upon the payment of the insurance indemnity the sum insured shall not decrease.
153. The insurance value shall be the market value (usual value) of the insurance object directly before the occurrence of the insurance event.
154. In the case of over-insurance (i.e. in the case if the sum insured exceeds the insurance value) the insurer shall base the calculation of the insurance indemnity on the actual amount of loss and is not bound with the sum insured marked on the insurance policy.
155. In case if the sum insured is smaller than the insurance value and the difference exceeds 10%, the insurer shall have the right to apply provisions of under-insurance.
156. In the case of under-insurance, the insurer shall have the right to decrease the amount of loss according to the relation between the sum insured and insurance value.
157. Upon the insurance of passenger vehicles and vans, the provisions of under-insurance shall not be applied.

Deductible

158. The types of deductible shall be the following:
 - 158.1. Basic deductible, i.e. deductible in case of an accident or fire;
 - 158.2. Deductible in case of theft, and robbery.
159. Unless provided otherwise in the insurance policy, the basic deductible shall be determined as a fixed sum of money, but the deductible in case of theft and robbery shall be determined as a percentage of the market value of the insurance object directly before the occurrence of the insurance event. The amount of deductible shall be indicated in the insurance policy.
160. In the case of theft or robbery (including burglary, theft by breaking and entering a territory) of the parts of the insurance object the deductible sum shall be a percentage of the theft deductible indicated in the insurance policy from the amount of loss, however no less than the basic deductible.
161. In the case of burglary or robbery of keys and remote controls, upon compensation of expenses made for replacement or recoding of the keys and remote controls mentioned in articles 182-184, the amount of deductible shall be a percentage of the theft deductible indicated in the insurance policy from the amount of loss, however not less than the basic deductible.
162. In the event of vehicle assistance insurance no deductible shall be applied.

APPLICATION OF THE DEDUCTIBLE

163. The deductible shall be applicable for each insurance event. Losses resulting from different actions or events shall be considered separate insurance events.
- Example. While driving out of the yard the river backed against a gatepost. The driver was startled and drove forward against a stack of boards. As it is a case of two separate insurance events a separate deductible shall be applied in both cases.

TRIPLE DEDUCTIBLE IN THE CASE IF THERE ARE NO ANTI-THEFT INSTALLATIONS OR SUCH INSTALLATIONS ARE NOT FUNCTIONING

164. In the case if the vehicle did not have safety installations foreseen with the insurance contract and those conforming to the requirements of the insurance contract or if such installations were not switched on during the theft or robbery, the insurer shall have the right to apply triple theft and robbery deductible.

Calculation of the insurance indemnity

165. The insurance indemnity shall be the part of the amount of loss that is compensated by the insurer. The insurance indemnity shall be equal to the difference of the amount of loss and deductible.

APPLICATION OF THE SUM INSURED

166. In the case if the amount of loss calculated on the basis of these insurance conditions exceeds the sum insured, the amount of loss shall be considered equal to the sum insured.

APPLICATION OF THE INDEMNITY LIMIT OF THE PARTS WITH HIGH RISK

167. The indemnity limit of the parts (see article 19) with high risk shall be determined as a total for all parts with high risk.

168. In case if the amount of loss of the parts with high risk exceeds the indemnity limit of the parts with high risk marked in the insurance policy, the amount of loss of the parts with high risk shall be considered equal to the indemnity limit marked in the insurance policy.

Example. The indemnity limit of the parts with high risk is 2,237 EUR. Additional lights with the cost of 1,500 EUR and winch with the cost of 1,200 EUR are stolen from the vehicle. The amount of loss shall be 2,237 EUR.

TAXES AND FEES (VALUE ADDED TAX)

169. Taxes and fees that the person entitled to the insurance indemnity is able to set off or that are to be returned (e.g. value added tax) to the person entitled to the insurance indemnity shall not be calculated into amount of loss. In the part exceeding the insurance indemnity the respective costs shall be covered by the policyholder or the insured.

TOTAL LOSS

170. If the restoration of the insurance object is not economically or technically justified (e.g. total destruction, theft, robbery), the amount of loss shall be considered to be the market value of the vehicle in Estonia directly before the occurrence of the insurance event (total loss).

171. If the market value of the insurance object cannot be established, the amount of loss shall be the sum insured marked in the insurance policy.

172. Restoration of the insurance object shall not be economically justified if the cost of the restoration repairs exceeds 70% of the market value of the insurance object in Estonia directly before the occurrence of the insurance event.

173. In the case of total loss, the amount of loss shall be determined on the basis of the market value of the insurance object as a whole (i.e. the insurance object together with the parts that are considered to be the insurance object). Upon the calculation of the amount of loss the fact how the parts of the insurance object that are the insurance object influence the market value of the insurance object, is taken into account.

174. In the case of total loss the determination of the amount of loss shall not be based on the separate reacquisition value of the parts of the insurance object nor the price of the parts of the insurance object that could have been received by selling the parts of the insurance object separately from the insurance object.

RESTORATION

175. In case if the restoration of the insurance object is economically and technically justified, the amount of loss shall be the sum of money needed for bringing the insurance object into the condition similar to the pre-insurance event condition (the cost of the restoration repairs).

176. The restoration repair cost during the occurrence of the insurance event shall be taken as the basis for determining the cost of the restoration repairs.

177. The cost of the spare parts corresponding to the age or wear and tear of the insurance object shall be taken as the basis for determining the cost of the restoration repairs.

178. In case if it is impossible, illegal or economically not justified to procure spare parts with the respective wear and tear, the cost of new parts shall be taken as the basis for determining the amount of loss.

179. During the warranty period of the respective part of the insurance object the cost of a new part shall be taken as the basis for determining the amount of loss.

180. Upon the restoration of the insurance object with the valid manufacturer's warranty or reseller's warranty the determination of the amount of loss shall be based on the price of the restoration repairs of the repairs shop accepted by the official importer or reseller at the moment of the occurrence of insurance event.

181. If the loss that has been caused by a technical failure of the insurance object is subject to indemnification on the basis of these insurance conditions, the cost for the replacement or repairs of the part of the insurance object with technical failure that caused the loss shall not be included in the amount of loss.

BURGLARY AND ROBBERY OF KEYS AND REMOTE CONTROLS

182. In case if the insurance object is ensured against theft and robbery, the amount of loss shall be necessary expenses made to replace or recode the locks, keys, remote controls, immobilisers and alarms of remote controls of the insurance object replaced or recoded due to the burglary (i.e. burglary from a building, see art. 68 – 70) or robbery.

183. The costs stated in the previous article shall not be compensated if an application for initiating criminal proceedings has not been submitted for the burglary or robbery.

184. The insurer shall not be obliged to indemnify expenses mentioned in article 182:

184.1. in case if the keys and remote controls are lost or

184.2. if it is not burglary or robbery within the definition of these insurance conditions, or

184.3. if the keys and remote controls have been stolen from the pockets of clothing (incl. the pockets closed with a lock, buttons or other means), handbags, belt bags or rucksacks, suitcases, briefcases, etc.

EXPENSES MADE TO DECREASE THE LOSS

185. The insurer shall compensate the minimum and essential expenses for decreasing the loss caused as a result of the insurance event or preventing additional loss.
186. The insurer shall not be obliged to indemnify the expenses for taking loss prevention measures, performing safety requirements, maintenance, pre-insurance event repairs.
187. The insurer shall not be obliged to compensate the expenses of the Rescue Board or any other public law institution.
188. The insurer shall not be obliged to indemnify expenses for decreasing or preventing the loss, or transportation of the insurance object if the case is not an insurance event.

TRANSPORTATION COSTS

189. The transportation costs shall be reasonable and necessary expenses for the transportation of the damaged insurance object or its remains (of the destroyed insurance object) from the scene of the insurance event.
190. The insurer shall compensate the reasonable and necessary transportation costs to the nearest storage location or repairs shop within the borders of the same country. Should it be necessary to transport the vehicle across the state border, the insurer shall compensate the transport costs provided that they have been previously approved by the insurer.
191. The insurer shall compensate the transport costs also if the transport costs and other insurance indemnity in total exceed the sum insured.

UNPAID INSURANCE PREMIUMS

192. The insurer shall be entitled to withhold from the insurance indemnity the insurance premiums not paid until the end of the current insurance period, regardless of the fact if the term of the payment of the insurance premium has arrived. The insurer shall have the aforementioned right even in the case if the insurance indemnity is paid to a person other than the policyholder.

REMAINS

193. The insurer shall have the right to decrease the insurance indemnity by the market value (usual value) of the remains of the insurance object or its part (including replaced part).
194. In case if the remains of the insurance object or its part have been transferred to the insurer according to the agreement between the insurer and the insured, the insurance indemnity shall not be decreased by the transferred part.

FINDING THE STOLEN OR ROBBED INSURANCE OBJECT

195. In case if the insurer has paid insurance indemnity for the theft or robbery of the insurance object, the insurer shall be notified immediately of the finding of the insurance object.
196. In case if the found insurance object has been given to the possession of the entitled person, the insurance object shall be transferred or the insurance indemnity returned immediately to the insurer.
197. The ownership of the insurance object shall be transferred to the insurer from the moment of the transfer of the insurance object to the insurer, unless agreed differently between the insurer and the insured.

USING THE INSURANCE INDEMNITY

198. In the event of total loss (complete destruction, theft, robbery) the insurer shall transfer the insurance indemnity to the bank account of the person entitled for it. With an agreement between the parties the insurer may replace the stolen, stolen or completely destroyed insurance object with equal property.
199. In the event of restoration:
 - 199.1. the insurer shall issue a letter of guarantee to the extent of insurance indemnity, the insurance indemnity shall be paid after the receipt of work by the policyholder or insured;
 - 199.2. the insurer shall transfer the insurance indemnity to the bank account of the policyholder or insured if documents verifying the expenses are presented to the insurer;
 - 199.3. the insurer shall pay the invoice for restoration work sent to the policyholder or insured to the extent of the insurance indemnity.

RESTORATION OF THE INSURANCE OBJECT WITH USING OWN LABOUR

200. If the policyholder restores the insurance object using his own labour and does not submit to the insurer the expense receipts regarding the repairs, the insurer shall have the right to consider the amount of loss to be 55% of the cost of the restoration repairs (i.e. spare parts and restoration works) calculated by the insurer.
201. The insurer shall base the calculation the cost of the restoration repairs set forth in the previous article on the provisions of these insurance conditions (use of new or used spare parts, choice of the repairs shop etc).
 - 201.1. In case if the policyholder restores the insurance object with using own labour and does not submit to the insurer the expense receipts regarding the repairs, the insurer shall not be obliged to pay the indemnity before the restored insurance object is shown to the insurer.

Expiry of the insurance cover after the event of loss

USING THE INSURANCE INDEMNITY

- 202. The insurance cover shall expire from the day of total destruction of the insurance object.
- 203. The insurance object shall be considered as totally destroyed if the restoration (repairs) of the insurance object are not economically or technically justified.
- 204. The insurer shall not be obliged to indemnify loss caused after the total destruction of the insurance object (e.g. theft of elements from the remains, rain falling in from the broken window of the remains).

ANNEX 1.

Special provisions for machinery and trailers

- 205. Annex 1 shall state conditions applicable only for machinery and trailers. The conditions set forth in Annex 1 shall be applicable together with the conditions of the main part.

Additional conditions for the changes in ancillary equipment of machinery

- 206. The insurance shall be valid for the ancillary equipment of machinery that is not connected to the machinery (e.g. plough, haymaker, plow etc.), provided that the ancillary equipment is stated in the insurance policy. Notifying the insurer of the connecting or separating the ancillary equipment of machinery to or from the machinery shall not be obligatory.

Additional conditions for using machinery outside the road

- 207. Unlike article 2 of these insurance conditions and provisions of General Insurance Conditions, the insurer shall be obliged to compensate the loss caused to the insurance object by gross negligence of the possessor of the machinery if the machinery was used outside the road.

Additional conditions for the theft of machinery and trailer

THEFT OF TRAILER OR MACHINERY

- 208. Theft of trailer or machinery shall be an insurance event only in case if conditions set forth in this Annex are fulfilled in addition to other conditions of the insurance contract
- 209. In case if the theft or robbery of machinery or trailer does not comply with the characteristics of an insurance event, an accident (including traffic accident, vandalism) or fire concurring with such theft or robbery shall not be considered an insurance event.

TRAILER IS STOLEN TOGETHER WITH A TRACTOR UNIT

- 210. Theft of a trailer shall be an insurance event in case if the trailer is stolen together with a tractor unit. Articles 212-218 shall be applicable in case if the trailer is stolen without a tractor unit.

TRAILER OR MACHINERY LOCATED IN A BUILDING

- 211. Theft of a trailer or machinery located in a building shall be an insurance event if the case is burglary from a building (see art. 68 - 70).

TRAILER OR MACHINERY LOCATED OUTSIDE A BUILDING

- 212. Theft of a trailer or machinery located outside a building shall be an insurance event if the insurance object was stolen by breaking into a fenced territory.
- 213. Breaking into a fenced territory shall be breaking the fencing, also breaking the gates of the territory or removing the locking by breaking or lock picking.
- 214. Theft of a trailer or machinery located outside a building shall be an insurance event only in case if the territory where the insurance object is kept, is sufficiently fenced.
- 215. The territory shall be sufficiently fenced if the trailer or machinery or their parts cannot be taken outside the territory without breaking the fence or gates or breaking or lock picking of the lock of the gate. The fence must be with a sufficient height and permanently fixed to the ground.

MACHINERY LOCATED OUTSIDE A BUILDING OR OUTSIDE A SUFFICIENTLY FENCED TERRITORY

- 216. Theft of machinery located outside a building or outside a sufficiently fenced territory shall be an insurance event provided that
 - 216.1. immobiliser or alarm system with the ignition chain stoppage function is installed to the machinery and switched on during the occurrence of the insurance event, or
 - 216.2. the machinery is under continuous manned guarding.

217. For the purposes of these insurance conditions, continuous manned guarding shall mean that the guarding of the machinery must be organised in the way that a person carrying out the guarding would continuously be present in the immediate vicinity of the machinery and continuous surveillance of the machinery and its surroundings would be ensured to discover dangers and ensure inviolability of the machinery.

THEFT OF THE PARTS OF MACHINERY FROM THE PASSENGER COMPARTMENT OF THE MACHINERY

218. Theft of the parts of the machinery from the passenger compartment of the machinery shall be an insurance event if the machinery has been broken into by breaking of the lock of the machinery, lock picking, breaking the windscreen, cabin windows, scuttle or other boundaries of the machinery.
219. In case if the structure of the machinery is such that the passenger compartment cannot be locked, the insurance event shall be the theft of only these parts located in the passenger compartment of the machinery for the taking of which the machinery must be broken or tools must be used.

THEFT OF ANCILLARY EQUIPMENT NOT JOINED TO THE MACHINERY

220. Theft of ancillary equipment not joined to the machinery which is the insurance object shall be an insurance event only in case if it is:
- 220.1. burglary from a building (see art. 68 – 70) or
- 220.2. breaking into a fenced territory (see art. 213 - 216);
- 220.3. theft of ancillary equipment of the machinery under constant manned guarding (see art. 218).

Additional exclusions

221. The insurer shall not be obliged to indemnify loss caused by the fact that machinery, which was not technically in working order, was used.
222. The insurer shall not be obliged to indemnify damages caused to the machinery, which do not interfere purposeful use of the machinery (decorative deficiencies, scratches, dents etc)
223. Exclusion set forth in the previous article shall not be applicable in case if other damages caused due to the same insurance event are subject to indemnification.
- Example 1. The machine drives through bushes; the branches leave some scratches to the machine. The loss is not indemnified.
- Example 2. The machine loses command and drives into a ditch through a hedge. The branches leave some scratches to the machine; the passenger compartment and the equipment of the machine are also damaged. The loss (including loss from the scratches) shall be indemnified.

Additional safety requirements

LEAVING FROM THE MACHINERY

224. When leaving from the machinery, the driver must close all windows and lock all doors, take along all keys, remote controls and documents, remove and take along the removable front panel of the audio system and activate the alarm system and the immobiliser.
225. The requirements set forth in the previous article shall be applied to the extent that is possible considering the structure and equipment of the respective machinery.

STORING ANCILLARY EQUIPMENT OF THE MACHINERY

226. The ancillary equipment separated from the machinery must be stored in a locked room, under a continuous manned guarding (see art. 218) or in a sufficiently fenced territory (see art.216).
227. The windows and other openings of the room where the ancillary equipment of the machinery is stored must be closed in the way that other persons cannot enter the room without picking the lock or breaking the boundaries of the room.

