Vehicle decommissioning

The premium for a vehicle entered in the Vehicle Register is refunded for the period during which the vehicle has been decommissioned from traffic use. With respect to motorcycles, the uninterrupted period of lay-up must be at least 30 days.

A prerequisite for the premium refund is that the owner or keeper of the vehicle has submitted a decommissioning notification to Vehicle Register of the Transport Safety Agency (Trafi) on the date of commencement of the decommissioning.

The refund for each day of the refund period is 1/360th part of the annual premium for the Collision cover.

In case of vehicle decommissioning, no premium refund is paid for insurance policies:
- whose pricing is based on an annual premium rating,
- which are for museum vehicles,
- for vehicles under export plates.

During a notified decommissioning period, the Collision cover is not valid. However, Collision cover covers sudden and unforeseen loss or damage caused by external, natural forces during the decommissioning period.

A prerequisite for receiving a compensation for loss or damage that has occurred during the decommissioning period is that the vehicle has not been used in traffic or for other driving during said period.

The insurance ends if the vehicle’s motor third party liability insurance is terminated, the vehicle is finally deregistered or moved to a port or abroad or if the vehicle is transferred to the ownership of a municipality on the basis of law.

Calculating the insurance premium and entitlement to bonus

The premiums for Casco Insurance are calculated according to the personal qualities of the Policyholder or his/her family members, the Insured, or the owner, the possessor or the driver of the vehicle, such as age, place of residence, living environment and postal code, as well as insurance and claims history, the vehicle and its properties, the place and purpose of use, use and amount of use, period of use, the scope of cover, and size of the deductible.

The factors influencing the premium may vary from one vehicle to another.

The insurance company is entitled to adjust the premium at the turn of the insurance period on the basis of a change in the age of the Policyholder, the holder or drivers of the vehicle or a change in the age of the vehicle. In such a case, the premium is adjusted in accordance with the change in the statistical risk of loss or damage that corresponds to the change in age.

When the effect of age on the risk of loss or damage changes, the insurance premium can be adjusted to better correspond to the risk.
Foreign use liability cover is valid only in those Green Card agreement countries which are not part of the European Economic Area (EEA).

Foreign use liability cover is not valid in Iran, Kosovo, the northern part of Cyprus or in Nagorno-Karabakh.
The Insurance is not valid in vehicle rentals if the vehicle is used abroad, unless separately agreed with If.

2 INSURED INTEREST
The Insurance covers the motor vehicle noted in the Policy Document and fixed standard equipment intended for use in the vehicle in traffic, and a helmet and helmet transistor when using a motorcycle, moped or snowmobile.

Standard equipment also includes ordinary, fitted accessories connected to the use of the vehicle in traffic, with the exclusions mentioned in Clause 2.1.

The Insurance also covers one set of summer and winter tyres, a car rack and a ski box which belong to the insured vehicle and which are in storage.

2.1 Exclusions
The Insured Interest does not comprise
1) accessories and structures intended for racing purposes
2) pearly lustre, decorative, or other special paintwork and decals and rubber coatings. Paints that belong to the vehicle manufacturer’s normal colour range are not regarded as special paintwork.
3) spare parts of the vehicle or duplicate spare parts
4) equipment that contravenes safety regulations or the orders of the authorities, or that has been installed in contravention of them
5) retrofitted and adjustable suspension kits, special shock absorbers and lowering springs, special bushings and stabilizers, fuel supply and motor control parts and programms, other parts or programming intended for increasing engine power or torque, special clutches and flywheels and other tuning parts
6) radio, cassette, CD and other sound reproduction equipment, television, video, camera and DVD equipment secondarily installed in vehicles other than cars. Navigation equipment secondarily installed in vehicles other than cars is only covered by the Collision cover.
7) mobile phones other than fitted car phones
8) fuel and lubricants.

Secondarily installed radio, cassette, CD and other sound reproduction equipment, television, video, DVD, camera and vehicle navigation equipment and car telephones, installed in cars, are included as insured items in Premium and Full Casco to a maximum amount of EUR 6,000, in Bonus Casco to a maximum amount of EUR 3,000 and in Semi Casco to a maximum amount of EUR 600. These maximum amounts include costs for installation equipment and work.

Wheels other than original wheels provided by the vehicle manufacturer are included as insured items to a maximum amount of EUR 5,000.

3 INSURANCE COVERS
The insurance covers included in the Insurance are stated in the Policy Document.

3.1 Collision cover
The collision cover covers direct property damage caused by a sudden, unforeseen, external event that is caused by a collision, running off the road, falling or other equivalent external event.

3.2 Cover against theft
The Cover against theft covers sudden or unforeseen, direct property damage caused by theft, unauthorised use, stealing for temporary use or an attempt at any of the foregoing, as referred to under the Criminal Code of Finland and when the insured interest was locked or kept in locked storage inaccessible to outsiders.

The vehicle is locked when the body, doors, windows and load compartment are locked and the locks meet the requirements for protection, the keys of the vehicle have been removed from the vehicle, and equipment for the prevention of unlawful use or a steering lock has been used. The locking requirement applies to all vehicles.

A vehicle with no steering lock is considered locked only when using a separate locking device. A vehicle locked in another vehicle or trailer is considered locked only if both are locked. Camping and other trailers are considered locked only when they are locked using a shaft lock, a hook iron peg or a chain and a lock.

Furthermore, a precondition for redeeming or replacing a vehicle lost in connection with loss or damage caused by theft is that the lost property was not found within 30 days of when the Insurance Company received notification of the loss and a report of the offence was made to the police.

The Policyholder must require that charges be brought against the person under suspicion of the crime mentioned above.

3.3 Fire cover
The Fire cover covers sudden or unforeseen, direct property damage caused by an outbreak of fire, or lightning striking the vehicle.

The Fire cover does not compensate for damage caused to electrical equipment, wire, a wiring harness or a vehicle’s electronic control panel when caused by fire due to the overheating of the wire in question or related wires or the wire harness, a short circuit, excess voltage or other internal breakage. Nor does it cover loss or damage to the vehicle’s engine or exhaust system when the loss or damage has been caused by a fire or explosion therein.

Damage caused by fire in connection with theft or illegal use is covered only if the insured interest was locked or kept in locked or continuously guarded storage at the time of the theft or illegal use.

3.4 Cover against animals of the deer species
The cover against animals of the deer species was replaced by a more extensive animal collision cover on 1 January 2018.

3.5 Cover against malicious damage
The Cover against malicious damage covers sudden and unforeseen direct property loss or damage arising from malicious damage, but it does not cover loss or damage caused by another vehicle.

Malicious damage in connection with theft or illegal use or malicious damage to the interior of the vehicle is covered only if the insured interest was locked or kept in locked or continuously guarded storage at the time of the theft or illegal use.

The Policyholder must require that charges be brought against the person under suspicion of the crime mentioned above.

3.6 Redemption cover
The Redemption cover covers the redemption of a vehicle in accordance with the regulations in Clause 6.3.4 in the Terms and Conditions.

3.7 Towing and travel expenses cover
3.7.1 Towing and travel expenses
The Towing and Travel Expenses cover covers the towing of the vehicle to the nearest repair shop in cases where driving is discontinued in Finland directly due to a fault or damage to the vehicle, or due to running off the road. The Insured must contact the Insurance Company before calling a tow truck, since the Insurance Company has the right to choose the tow truck company.

Instead of towing costs, the insurance may cover the labour costs, but not the cost of spare parts, arising from the repair of the damage or fault at the scene of the incident, and to no more than the amount of the acceptable towing costs thus saved.

Furthermore, other appropriate additional expenses for travel, accommodation and other such items are covered for the discontinuance of a journey. Cover is also provided for the transport of the driver and the passengers to the place of departure or destination using an appropriate means of transport, as well as the extra transport expenses back to the place of departure. In addition to the towing costs, the compensable amount shall not exceed EUR 500.

3.7.2 Towing and travel expenses abroad
3.7.2.1 Towing and transportation of vehicle
The Towing and Travel Expenses Abroad cover covers the towing of the vehicle to the nearest repair shop in cases where driving is discontinued abroad directly due to a fault or damage to the vehicle, or due to running off the road.

If the discontinuance of the journey abroad is due to the driver becoming disabled, suddenly falling ill or dying, and if the passenger does not have a driver’s licence, the insurance covers the transport of the vehicle to the place of domicile.

If the vehicle is damaged and must be left abroad for repair at the place of damage, the insurance covers expenses for travel tickets for one person using the most affordable means of transport, to pick up the repaired vehicle and take it to the place of destination or departure. No mileage allowance is paid for driving the vehicle to the place of destination or departure.

When the driving is discontinued due to a technical failure, the payment of compensation requires that the vehicle is repaired at a repair shop closest to the place where the driving discontinued.

Before arranging the transport of the vehicle, the Insured must contact the Insurance Company, which has the right to determine the transport arrangements.

3.7.2.2 Other expenses for the discontinuance of the journey
If the vehicle has to be left abroad to be repaired at the place of damage, or if it is stolen, the Towing and Travel Expenses Abroad cover covers the
3.7.3 Exclusions in towing and travel expenses cover
1) Towing and Travel Expenses cover does not cover additional costs arising from the transportation of someone other than the driver or the passengers of the vehicle. Neither does the insurance cover costs which would have arisen regardless of the insured event.
2) Towing and Travel Expenses cover does not cover costs indirectly related to claims settlement or loss or damage, such as telephone expenses, loss of income or other comparable expenses. These include expenses for food and drink or from attending to one’s business, or daily allowances.
3) If the Insurance Company or its co-operation partner provides assistance upon request after an insured event, the Insurance Company is not responsible or liable for loss or damage arising as a result of the assistance provided or from travel delays.
4) The Towing and Travel Expenses cover does not cover keys being left accidentally inside the vehicle, keys being lost or the vehicle running out of fuel or, if driven by electric power, running out of electric power.
5) No compensation is paid from the Towing and Travel Expenses cover if the vehicle cannot be started or operated due to frost, rain or another weather-related reason.

The compensable amount must be proven by presenting an original voucher. If compensation is claimed for the discontinuance of a journey due to the internal breakdown of a vehicle, a repair bill must be presented.

3.8 Replacement car service
The Replacement car service covers the costs of the use of a replacement vehicle
1) when driving is discontinued in Finland directly as a result of a fault or damage to the vehicle or due to the vehicle running off the road or
2) if the vehicle has been subject to property loss or damage compensable under Casco Insurance, such as loss or damage arising from fire, theft or collision, while parked in Finland.

If the vehicle is not roadworthy after the discontinuance of driving or the proper use of a replacement vehicle under Casco Insurance, compensation for the use of a replacement vehicle is paid from the time of the discontinuance.

If the vehicle is roadworthy, compensation for the use of a replacement vehicle is paid only while the need to use a replacement vehicle is because the insured vehicle is under repair at a garage due to a property loss or damage compensable under Casco Insurance. In this case, compensation is paid from the time that the repairs to the vehicle were started at the garage.

Compensation is paid until the repaired vehicle can be picked up at the garage; however, for a maximum of 40 days and, with respect to a technical failure in a motorcycle, for a maximum of 10 days.

The said compensable time includes the time spent waiting for the completion of repairs or the arrival of spare parts. With respect to such waiting periods, compensation is paid for a maximum period of seven (7) days, providing that the total repair time, including waiting times, exceeds ten (10) days.

In cases of theft, compensation is paid for a maximum period of 30 days. If the Insurance Company redeems the vehicle or pays a lump-sum compensation for it, the compensation for the use of a replacement vehicle is paid until the Policyholder has acquired a new vehicle; but for a maximum period of 14 days.

The expenses for leasing a basic car falling under category C (“Family car – Compact C” in the categorisation generally applied by car rental firms) as a replacement vehicle are compensated. With respect to motorcycle insurance, compensation can be paid in the form of daily compensation, which is EUR 45 per day.

If compensation is paid on the basis of another insurance, the entitlement of the Insurance to compensation is transferred to the Insurance Company up to the amount it has paid in compensation.

The Replacement car service cover also covers the towing of the vehicle to the nearest approved repair shop in cases where driving is discontinued in Finland directly due to a fault or damage to the vehicle, or due to its running off the road. The Insured must contact the Insurance Company before calling a tow truck, since the Insurance Company has the right to choose the tow truck company.

Other direct additional expenses for travel and accommodation are covered up to a maximum of EUR 500 for discontinuance of a journey.

Instead of towing costs, the insurance may cover the labour costs, but not the cost of spare parts, arising from the repair of the damage or fault at the scene of the incident, and to no more than the amount of the acceptable towing costs thus saved.

The compensable amount must be proven by presenting an original voucher. If compensation is claimed for the discontinuance of a journey due to the internal breakdown of a vehicle, a repair bill must be presented.

3.8.1 Exclusions in Replacement car service
1) Replacement car service does not cover additional costs arising from the transportation of someone other than the driver or the passengers of the vehicle. Neither does the insurance cover costs which would have arisen regardless of the insured event.
2) The Replacement car service insurance does not cover costs indirectly related to claims settlement or loss or damage, such as telephone expenses, loss of income or other comparable expenses. These include expenses arising from food and drink or from attending to one’s business, or daily allowances.
3) If the Insurance Company or its co-operation partner provides assistance upon request after an insured event, the Insurance Company is not responsible or liable for loss or damage arising as a result of the assistance provided or from travel delays.
4) No compensation for the use of a replacement vehicle is paid if the journey is interrupted due to the neglect of care, periodic maintenance or other repairs.
5) The Replacement car service does not provide compensation for a period elapsing because the car was not taken to a repair shop without delay.
6) The Replacement car service does not cover keys being left accidentally inside the vehicle, keys being lost or the vehicle running out of fuel or, if driven by electric power, running out of electric power.
7) No compensation is paid from the Replacement car service for any waiting period caused by faulty work or wrong spare parts ordered by the garage or an unreasonably long repair period in proportion to the extent of the repair work.
8) No compensation is paid from the Replacement car service if the vehicle cannot be started or operated due to frost, rain or another weather-related reason.
9) No compensation is paid from the Replacement car service for the use of a replacement car during vehicle servicing or the repair of a failure discovered during servicing, or during a driving ban, repair order or prohibition of use imposed during a vehicle inspection, during the repair of a failure discovered during vehicle inspection, whether it has caused the rejection of the vehicle or not, or during the related re-inspection.

3.9 Consequential loss
The insurance for consequential loss covers the loss of full days of use of the vehicle in the form of daily compensation the amount of which is stated in the Policy Document.

A prerequisite for paying compensation is that the loss of days of use is due to a property loss or damage to the insured vehicle compensable under Casco Insurance, such as loss or damage arising from a collision, running off the road, fire or theft, and not, for example, due to a technical failure in the vehicle.

Any compensation provided by another insurance for the same period, such as compensation for loss of use paid from motor third party liability insurance, is deducted from the compensation.

If the vehicle is roadworthy after the property loss or damage, compensation is paid from when the repairs to the vehicle were started at the garage.

If the vehicle is not roadworthy, compensation is paid from the time that the Insurance Company was informed of the damage.

Compensation is paid until the insured vehicle can be picked up from the garage or is otherwise at the Policyholder’s disposal or a replacement vehicle has been issued, rented or acquired. However, compensation is paid for no more than 40 lost days of use due to the repair of the vehicle.

The said compensable time includes the time spent waiting for the completion of repairs or the arrival of spare parts. With respect to such waiting period, compensation is paid for a maximum period of seven (7) days, providing that the total repair time, including waiting times, exceeds ten (10) days.

If the Insurance Company redeems the vehicle or pays a lump-sum compensation for it, compensation is paid for a maximum of 14 days.

If the Policyholder is compensated for loss of the vehicle due to theft, the maximum number of compensable lost days of use is 40.
3.10 Finance cover
Compensation is paid from the Finance cover insofar as loss or damage would otherwise not be compensated in full owing to the fact that the loss or damage resulted from:
1) failure to observe precautions (Clause 5),
2) the reprehensible actions of the Insured Person (Clause 6.4.2),
3) failure to observe the obligation to prevent and limit loss as referred to in the General Terms and Conditions (Clause 5.2.1),
4) the theft of an unlocked vehicle, or
5) the use of the vehicle in traffic during a notified decommissioning period.

Compensation is paid to the creditor in the case of hire purchase or finance agreements or the lessor in the case of leasing agreements. The Finance cover is not valid for the benefit of other parties.

In the case of hire purchase and finance agreements, the maximum limit of compensation paid to the creditor is the outstanding amount at the time of the loss, up to the amount of loss. In the case of leasing agreements, the maximum limit of compensation paid to the lessor is the amount of loss.

No compensation is paid for unpaid hire purchase or financing instalments fallen due before the occurrence of the loss.

The Insurance Company is entitled to recover the compensation paid from the possessor or leasing lessee of the vehicle or the party that has caused the loss or damage.

The deductible equals the deductible applied to each insured event. The Insurance Company may deduct any unpaid premiums of this insurance that have fallen due from the compensation.

3.11 Windscreen cover
The windscreen cover compensates direct property damage caused by the sudden or unpredictable breakage of the windscreen, side window or rear window when the breakage was caused by a direct, external impact, such as a stone hitting the windscreen.

A further prerequisite for compensation is that the damage is such that the repair or replacement of the windscreen is necessary to maintain traffic safety.

The windscreen cover does not compensate for damage:
1) caused to other windows or window structures such as mirrors, lights, sunroofs, skylights or glass roofs,
2) caused by an animal comprising part of the load of, or inside, the vehicle or articulated vehicle,
3) that is compensable on the basis of a warranty, product defect or product liability or that is repaired, for some other reason, at the expense of the manufacturer, importer or seller of the vehicle,
4) that does not affect the traffic safety of the vehicle,
5) that is a consequence of wear and tear or scratching of the glass,
6) resulting from a change in temperature or internal tension in the glass.

If the windscreen is replaced, compensation is paid less the deductible. If the windscreen is repaired, there is no deductible.

3.12 Foreign use liability cover
Foreign Use Liability Covers are valid during travel in those Green Card agreement countries which are not part of the European Economic Area (EEA), such travel lasting no longer than 45 days. Foreign Use Liability Covers are not valid in Iran.

The Insured comprise the driver, possessor and owner of the vehicle specified in the Policy Document, each in their aforementioned capacity.

Foreign Use Liability Cover covers bodily injuries and property damage caused to a third party while operating a vehicle specified in the Policy Document in traffic abroad and bodily injuries caused to passengers of a vehicle specified in the Policy Document, for which the Insured is personally and legally liable.

A prerequisite for the payment of compensation is that the act or negligence which constitutes the basis for liability has occurred at a time when the insurance was in force.

If the party suffering loss has contributed to the loss or damage, the policy covers only the part of the loss which corresponds to the Insured’s contribution as a party causing damage.

If several persons are jointly and severally liable for the same loss, the insurance covers only that part of the loss which corresponds to the Insured’s contribution as a party causing damage. Unless the Insured otherwise demonstrates, the Insurance covers no more than that part of the total loss determined on the basis of the number of persons who caused the loss or damage.

For each occurrence of loss, Foreign Use Liability Cover covers property damage up to EUR 250,000 and bodily injuries up to EUR 250,000.

The said maximum amounts of compensation include any legal expenses arising from a court procedure related to the liability for damages.

3.12.1 Exclusions in foreign use liability cover
Foreign Use Liability Cover does not cover loss or damage:
1) if the related liability is based on a contract, commitment, promise or guarantee,
2) insofar as the party suffering loss is entitled to compensation from motor third party liability, workers’ compensation or other insurance, a specific compensation system or elsewhere on the basis of a law or other regulation,
3) if the case concerns a fine or other penalty, tax, administrative fee, forfeiture or other comparable sanction arising from a treatment error or other patient injury.

Foreign Use Liability Cover does not cover loss or damage caused:
1) within an airport area,
2) when a vehicle specified in the Policy Document is transported by another vehicle, vessel or other means of transport,
3) by war, events similar to an act of war, strike or work stoppage,
4) to the driver, possessor or owner of a vehicle specified in the Policy Document, or their property. However, we cover bodily injuries caused to the vehicle possessor or owner when travelling as passengers in a vehicle specified in the Policy Document,
5) to the load, cargo or other property carried by a vehicle specified in the Policy Document,
6) to a vehicle specified in the Policy Document.

All of the aforementioned exclusions also apply to a trailer connected to a vehicle specified in the Policy Document.

3.12.2 Claims handling in foreign use liability cover
The Insured must afford the Insurance Company the opportunity to inspect the loss or damage, and the possibility to contribute towards an amicable settlement.

The Insurance Company will find out whether the Insured is liable to pay compensation for the event and will negotiate with the claimant. If the Insured pays the compensation, agrees on payment or accepts the claim, this is not considered binding on the Insurance Company, unless the amount of, and grounds for, compensation are clearly valid.

The Insured must inform the Insurance Company without delay if the insured event leads to a trial.

If the Insurance Company notifies the Insured that it is prepared to agree with the insured party on compensating the loss or damage incurred within the limits of maximum liability, but the Insured does not agree to this, the Insurance Company is not liable to compensate for additional costs arising after this, nor to investigate the matter any further.

3.13 Parking cover
Parking cover covers direct property damage caused by another vehicle colliding with the parked vehicle that is the insured interest, when the colliding vehicle is unknown.

A prerequisite for paying the compensation is that the claimant can provide the Insurance Company with a reliable account of the time and place of the insured event.

3.14 Animal collision cover
Animal Collision Cover covers sudden and unforeseen direct property loss or damage arising from a collision with an animal.

Damage caused as a result of avoiding a collision with an animal is compensated from the Collision cover.

3.15 Pet cover
Compensation is paid under Pet Cover if, when travelling as a passenger in a vehicle specified in the Policy Document, the Policyholder’s dog or cat:
– has suffered a physical injury, requiring veterinary treatment, in a traffic accident,
– has died from injuries caused by a traffic accident,
– has had to be put down, on a veterinarian’s orders, due to injuries sustained in a traffic accident or
– has fled the scene of a traffic accident and has not been found within three months.

Such compensation requires that the vehicle in which the dog or cat has been a passenger has been operated in traffic as specified in the Motor Liability Insurance Act and that the traffic accident has been caused by a fire, collision, running off the road, falling over or a similar, external factor involving said vehicle.

The insurance also covers dogs not kept as pets, regardless of the dog’s purpose.
3.15 Compensation under pet cover
Compensation is paid for treatment expenses arising from an injury up to EUR 3,000 per pet.

- Treatment expenses include:
  - costs arising from the examination and treatment of an injury performed or ordered by a veterinarian
  - cost of medicines, dressings and related articles used or ordered by a veterinarian and sold, under licence from the Finnish National Agency for Medicines, for the treatment of an injury
  - indispensable laboratory and X-ray expenses
  - costs arising from physical therapy given by a veterinarian or prescribed by a veterinarian and administered by a qualified animal physiotherapist, the maximum being one series of five treatments.

Costs arising from examination and treatment performed abroad are covered in accordance with the price level prevailing in Finland, at a maximum. All veterinarian’s statements and invoices must be typed and drawn up in Finnish, Swedish or English. They must state the name, race, age and diagnosis of the animal and the treatments performed. The treatment expenses must be clearly itemised.

If the pet dies of the injuries suffered in a traffic accident, compensation is paid as follows:
  - pedigree dogs EUR 1,000, cross-bred dogs EUR 450
  - pedigree cats EUR 800, native cats EUR 180.

3.15.2 Exclusions in pet cover
The insurance does not cover treatment expenses or the death of a pet if:

1) if they are caused by an illness or defect unrelated to the traffic accident covered by Pet Cover
2) if they are caused by a failure to observe a veterinarian’s orders, or by cruelty to animals or neglect
3) if they are caused by a treatment procedure performed by a person who is not a certified veterinarian or qualified animal physiotherapist
4) after one year has elapsed from the traffic accident in which the pet was injured.

Compensation is not paid for injuries which appear three months after the traffic accident or later.

3.16 Personal cover
Personal cover provides compensation if a person has:

- received a physical injury or died as the driver or passenger of the vehicle specified in the Policy Document or
- received a physical injury or died having been unintentionally run over by the vehicle specified in the Policy Document, with the vehicle driven by his/her father, mother, sister, brother, child or grandchild, grandparent, spouse or registered partner or person living in a spousal-type relationship with them.

Compensation is not paid for consequences which appear more than 12 months after the traffic accident.

Compensation for injury or death is not paid from Personal cover in the following situations:

1) the injury or death was caused by a war or action similar to military operations based on political grounds
2) if the person who was injured or died took part in a war or armed conflict, or served in an international peacekeeping operation or similar
3) the injury or death was caused by suicide or its attempt, with reference to the person in question.

3.16.1 Amounts of compensation in personal cover
Compensation paid for a physical injury depends on the type and severity of the injury, and on the type of treatment required and the duration of recovery. This is assessed on the basis of the categories regarding compensation standards for temporary disability caused by physical injuries issued by the Traffic Accident Board.

No compensation will be paid for minor personal injuries or minor mental disturbance.

Persons under 18 who receive a disability as a result of a traffic accident will receive double compensation for a physical disability.

The amount of compensation paid for a physical disability is determined on the basis of compensation classes as follows:

- Minor personal injuries (class 1): no compensation
- Minor bodily injuries (class 2): EUR 700
- Moderate bodily injuries (class 3): EUR 1,900
- Serious bodily injuries (class 4): EUR 6,500
- Very serious injuries (class 5) and exceptionally serious injuries (class 6): EUR 21,000

If another insurance company is liable for compensation pursuant to the Motor Liability Insurance Act, its assessment on the compensation class is not binding when compensation is made through Personal cover.

If, following payment of compensation, the disability becomes worse within 12 months of the accident, resulting in a higher compensation class, the difference between the amount already paid and the higher amount of compensation will be paid.

In case of death, a compensation of EUR 25,000 will be paid. The compensation will be paid to the deceased person’s estate. If a person injured in a traffic accident dies within three months of the accident, the death compensation is subtracted with the sum payable or already paid for the physical disability.

3.16.2 Termination of personal cover
If the policyholder has neglected the payment of insurance premiums, the insurance company has the right to terminate Personal cover as prescribed in the Insurance Contracts Act. If Casco insurance is terminated, any Personal cover included in it will also be terminated.

4 GENERAL EXCLUSIONS
The insurance does not cover loss or damage caused to the vehicle arising from

1) a defect in design, installation, maintenance, handling or workmanship, a structural or manufacturing defect, or defective materials, or parts or material used in repairing the vehicle that are unsuitable or obviously poor in quality
2) excessive stress on the vehicle or part of it, overloading or wear caused by normal use of the vehicle
3) a gradual process, such as wear and tear, corrosion, rusting, moulding, decay, material fatigue or other similar, gradually occurring phenomenon
4) to a vehicle or an articulated vehicle by its load, or damage caused by an object, person or animal inside the vehicle or articulated vehicle, unless the damage is a direct result of other loss or damage covered by this insurance
5) participation in, or training for, a race in an area or road section closed to ordinary traffic
6) participation in a driving or high-speed driving practice in an area or road section closed to ordinary traffic (including areas such as the Nürburgring Nordschleife and Spa-Francorchamps when they are open to the public at designated times). This exclusion does not apply to motorcycle racing practice in Finland on a motorcycle registered for road use, nor to driver training provided by a driving instructor, related to obtaining a driving licence.
7) humidity, rain, frost, heat or the weight of ice or snow
8) water, when driving the vehicle on a road or in an area covered with water
9) the sinking of the vehicle, with the exception of snowmobiles and all-terrain vehicles, through ice elsewhere than on a winter road which has been opened for public use and meets the road authorities’ safety regulations
10) insufficient circulation of oil or coolant to the vehicle’s engine or its accessories, gearbox, transmission or cooling system
11) wear due to use in connection with theft or unlawful use
12) fraud, embezzlement or another comparable criminal act, or breach of contract
13) from incorrect fuel or mixture of fuel. This exclusion does not apply to loss covered by Towing and Travel Expenses covers or by Replacement Car Service.
14) a part of the vehicle itself
15) overcharging of the vehicle’s batteries that function as its power source
16) in connection with vehicle rental, if the entitlement to drive of the person renting the vehicle was not duly verified from a driving licence, and his/her identity from a valid passport or an identity card complying with EU standards, when the vehicle was delivered
17) in connection with vehicle rental, if clear photos were not taken of the person renting the vehicle and his/her driving licence and passport or identity card when the vehicle was delivered
18) in connection with vehicle rental, if the vehicle was delivered to a person other than the person renting the vehicle
19) in connection with vehicle rental, if the identity of the person renting the vehicle was not verified at the vehicle rental service by means of strong electronic identification
20) in connection with such vehicle rental in which the vehicle is used abroad, unless otherwise agreed with if concerning the validity of insurance
21) vehicle supplies or other movables stolen from the vehicle in connection with vehicle rental.

If damage is caused, by unauthorised possession of keys, to the vehicle or its storage place, such damage is covered only when the keys have been obtained through burglary or robbery.
The Insurance does not cover damage covered on the basis of a guarantee, product defect or product liability. Nor is the Insurance Company liable for the quality of the repair work.

5 PRECAUTIONS
The precautions include the most common safety measures in order to prevent or limit loss or damage.

The Policyholder, the Insured and any person comparable to these must observe the precautions. Negligence of the precautions may cause the compensation to be reduced or completely refused in accordance with Clause 5.1.1 of the General Terms and Conditions.

The Policyholder, the Insured and any person comparable to the Insured must ensure that the item or property is not used contrary to the user manual or service and installation instructions given by the manufacturer, importer or seller, and that it is not overburdened.

5.1 Careful use of property

1) The vehicle’s tyres must comply with rules and regulations with respect to their treads and other properties.

2) The vehicle must comply with the Motor Vehicle Act and the Vehicle Decree issued by the Ministry of Transport and Communications regarding the structure and equipment of vehicles and trailers, as well as with other rules and regulations on the condition of vehicles.

3) The vehicle must be inspected according to rules and regulations.

4) When repairing the vehicle by welding, the upholstery and other flammable structures must be removed from a sufficiently large area. The required fire watching, during and after the work, and initial extinguishing equipment must be provided at the place of repair.

5) For the heating of the interior, engine or other parts of the vehicle, only devices approved by the manufacturer for use in vehicles may be used in addition to the standard equipment.

6) The vehicle may not be left in such a place where it, in the course of time, is likely to attract the attention of offenders. If the vehicle breaks down or is damaged in a sparsely populated area or other such location in which the vehicle is exposed to theft or malicious damage, the vehicle must be immediately towed to a safe place.

7) The driver must possess a licence required for driving a vehicle of the vehicle category in question and issued by the authorities, or have reached the age entitling him/her to operate the vehicle.

8) The driver may not operate the vehicle when ill or tired.

9) When using a hoist, the vehicle’s stabilisers must be used and the bearing capacity of the ground ensured.

10) If smoking takes place in the vehicle or its storage place, it must be ensured that no burning or smouldering cigarettes or other material are left behind.

5.2 Storage

1) The careful safekeeping and surveillance of the vehicle and its keys must be ensured. The keys to the vehicle or its storage place may not be kept in sight or in an unlocked place where an outsider knows, or may assume, the keys to be. The keys to the vehicle may not be kept in the vehicle or in its storage place.

2) The notification page of the vehicle’s registration certificate (part II of the registration certificate) and information enabling the making of keys for the vehicle may not be stored in the vehicle.

3) The keys of the vehicle may not be equipped or connected with information enabling the identification of the vehicle or its owner or possessor, such as an address, telephone number or registration number.

4) In a joint storage facility, the accessories intended for the vehicle, such as tyres, must be kept under lock and key. Joint storage facility refers to a facility to which persons other than the Policyholder and those living in the Policyholder’s household have access.

5) Items other than fixed television, video, DVD, camera and vehicle navigation equipment may not be left in sight inside the car when it is parked.

6) The engine may not be left running when leaving the car.

6 COMPENSATION

6.1 Basis for compensation
The insured interests and the covers selected for these are stated in the Policy Document. The Insurance must be valid when the loss or damage takes place.

6.1.1 Direct property damage and other coverable costs
The Insurance covers direct property damage to the insured interest caused by a sudden and unforeseen event during the validity of the insurance in accordance with the agreed cover, unless otherwise specified in the Policy Document.

In addition to direct property damage, this Insurance covers the following, reasonable costs: the necessary towing of the vehicle from the place of damage, and the pickup or return of a stolen vehicle (Clause 3.2).

The Policyholder is obliged to take action in order to prevent or limit loss or damage in accordance with the Insurance Contracts Act and Clause 5 of the General Conditions. In such cases, the insurance covers reasonable salvage costs.

6.1.2 Loss survey
The Insurance Company must be given the opportunity to carry out a loss survey. The loss survey carried out by the Insurance Company, the indication of the repair shop to be used or any other technical assessment of the damage do not constitute any indication of said damage being compensable under the Insurance, nor that the Insurance Company is the orderer or payer of the work.

Until the decision to compensate is made, the owner or possessor of the vehicle is liable for all expenses arising from the damage.

The Insurance Company is not liable for the quality of the repair work.

6.1.3 Exclusions

The Insurance does not cover

1) decrease in the value of the vehicle

2) separate alterations or improvements carried out in connection with the repair work, or other work or materials unrelated to the damage

3) costs arising from the transport of the vehicle, equipment or spare parts, or their repair by means deviating fundamentally from the ordinary, in order to save time

4) cost arising from a strike or work stoppage

5) expenses indirectly connected with the claims settlement or the loss or damage, such as telephone and travelling costs, loss of income or other comparable costs

6) wear due to ordinary use of the property in addition to the loss or damage

7) tax on motor vehicles or other tax-like charges to be paid by the customer.

Compensation may be reduced if

- a compensable part had been worn, rusted or corroded or its usability had decreased before the loss

- the condition of the vehicle improved as a result of the repair, compared to its condition before the loss.

6.2 Assessment of property and amount of loss

6.2.1 Market price
The maximum compensation paid is calculated on the basis of the market price.

Market price denotes the cash price generally obtainable for the vehicle or its accessories in the market conditions prevalent at the time when the loss or damage occurred – taking into account the condition of the vehicle and accessories – if the vehicle were to be offered for sale in the appropriate manner. Where the sum insured or the value on which the premium is based is stated in the Policy Document, this is not considered proof of the market price.

6.2.2 Age deductions
When the following items are compensated in connection with loss or damage:

- ski box, car rack or other transportation equipment

- helmet and helmet transceiver

- retrofitted radio, cassette, CD and other sound reproduction equipment or

- retrofitted television, video, DVD, camera and navigation equipment and car phones

- wheels

- child safety seats

the following age deductions will be made for the said items:

<table>
<thead>
<tr>
<th>Age of insured interest in calendar years</th>
<th>Age reduction percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 2 years</td>
<td>0%</td>
</tr>
<tr>
<td>Less than 3 years</td>
<td>30%</td>
</tr>
<tr>
<td>Less than 4 years</td>
<td>45%</td>
</tr>
<tr>
<td>Less than 5 years</td>
<td>50%</td>
</tr>
<tr>
<td>Less than 6 years</td>
<td>60%</td>
</tr>
<tr>
<td>6 years or longer</td>
<td>70%</td>
</tr>
</tbody>
</table>

When compensating for tyres, an age deduction will be made if the age of the tyre equals or exceeds 3 years or its tread depth is less than 5 mm.

- if the age of the tyre is less than 5 years or its tread depth is 3–5 mm, the age deduction is 50 per cent.
- if the age of the tyre equals or exceeds 5 years or its tread depth is less than 3 mm, the age deduction is 80 per cent.
6.3 Methods of compensation
The Insurance Company compensates property damage in one of the following ways. The Insurance Company has the right to choose the method of compensation.

6.3.1 Repair
Property damage is compensated primarily by paying the repair costs. The Insurance Company is entitled to decide on the repair shop or place from where the part is to be purchased, and for this purpose the Insured must contact the Insurance Company in advance.

The maximum compensation paid for the repair costs is the market price of the property before the occurrence of loss, less its price after the occurrence of loss and the deductible.

6.3.2 Lump-sum compensation
The Insurance Company has the right to compensate the loss or damage by paying a lump-sum compensation if repairing the vehicle or other object of insurance is not expedient due to the vehicle’s age, the availability of spare parts, the repair technique, the expected end result of the repair, the nature of damage or other such reason.

A lump-sum compensation can be paid also in other cases if separately agreed between the Insurance Company and the vehicle owner.

The amount of loss compensated by way of a lump-sum compensation is based on a calculated value, and it may be lower than the costs normally arising from repairing such damage, considering factors such as the nature of damage, the justified repair method, the repairer and the vehicle’s age, among other things. The lump-sum compensation to be paid may be lower than the estimated repair costs.

6.3.3 Acquiring an equivalent item of property
The Insurance Company may compensate property damage by acquiring an equivalent item of property, replacing the damaged or stolen one. In such a case, the damaged property becomes the Insurance Company’s property.

If the party entitled to compensation does not want the equivalent replacement, even if this were possible, the amount of the monetary compensation will be calculated on the basis of the amount for which the Insurance Company could acquire equivalent replacement property. Deductions in compliance with Clause 6.4.4 are made from the acquisition price. The Insurance Company is entitled to decide on the place of purchase or supplier.

6.3.4 Redemption
The Insurance Company may compensate a property loss or damage by redeeming the vehicle and its accessories at its market price, or if the Insurance includes Redemption cover, in accordance with the regulations included in the cover. The right of ownership of a redeemed vehicle and its accessories is transferred to the Insurance Company, unless otherwise agreed.

6.3.4.1 Redemption cover
The Redemption cover covers the redemption of a vehicle according to the following rules:

Redemption at replacement value
The vehicle is redeemed at the cash sale price of a similar new vehicle at the time of the loss or when a corresponding vehicle was last for sale, if:
- three (3) years at the most have passed from the initial registration of the vehicle,
- the vehicle’s mileage is at most 60,000 km,
- the estimated amount of repair costs exceeds 50 per cent of the price of a similar vehicle as specified above at the time of loss or damage or when such vehicles were last for sale, and
- the vehicle has, from its first registration, been owned or possessed only by the Policyholder, or the Policyholder has acquired the vehicle through an authorised dealer of the make concerned, which has only used the vehicle as a show-case vehicle or company car.

Market price + 30%
If the above requirements for redemption at the replacement value are not met, the vehicle is redeemed at its market price immediately before the time of loss or damage, increased by 30 per cent, if the estimated amount of repair costs exceeds 60 per cent of the vehicle’s market price.

The maximum compensation, however, is the cash sale price of a similar new vehicle at the time of loss or damage or when such a vehicle was last for sale. However, the maximum compensation for a used vehicle is the market price of the time of acquisition.

When compensation is paid from the Redemption cover, the deductible equals the deductible applied to each insured event.

If the Insurance includes Finance cover, the Redemption cover is also valid for the benefit of an owner based on a hire purchase, finance or leasing agreement.

6.4 Deductible and other deductions

6.4.1 Deductible
The deductible is deducted from the amount of loss covered. The amount of the deductible is defined in accordance with the Policy Document and these Terms and Conditions.

When the Policyholder is a private person and compensation is paid for the same loss event from several insurance policies, the highest deductible selected is deducted. If the Policyholder has a business ID code, the deductible agreed for each insured interest is deducted from the compensations.

No deductible is subtracted from costs arising from preventing or limiting loss or damage caused by fire.

In cases of loss arising during vehicle rental, the deductible is at least EUR 1,000 in all insurance coverages.

In case of loss or damage that occurs outside the Nordic Countries and Estonia, the deductible is twice the basic deductible. However, in foreign use liability covers and in windscreen cover, the deductible is always the amount specified in the Policy Document.

When compensation is paid from the Redemption cover, the deductible equals the deductible applied to each insured event.

6.4.2 Compensation-reducing impact of individual acts
Compensation is only paid on special grounds if the Insured or any person comparable to the Insured has caused the insured event while driving a vehicle in a condition where, either during or after driving, his or her blood alcohol content was at least 1.2 per mille or where he or she was found to have at least 0.53 milligrams of alcohol per litre of exhalation air, or he or she has caused the insured event while driving a vehicle while otherwise under the influence of alcohol or some other intoxicant or while under the combined influence of alcohol and another intoxicant, so that his or her ability with regards to achieving a faultless performance has been decisively impaired.

If someone has suffered loss or damage while driving a vehicle while under the influence of alcohol or some other intoxicant or while under the combined influence of alcohol and another intoxicant in other cases than those mentioned in the previous paragraph, compensation paid to him or her can be reduced in proportion to his or her contribution as a party causing damage.

The Insurance Company can reduce or completely refuse compensation to an Insured or any person comparable to the Insured who has:
- caused the loss or damage intentionally or through gross negligence,
- when the Insured has caused the loss or damage by using the vehicle for criminal purposes, or to aid and abet an offender,
- neglected to observe the precautions applying to the Insurance (Clause 5 and General Terms and Conditions, Clause 5.1.1)
- neglected measures to prevent loss or reduce its extent (General Terms and Conditions, Clause 5.2.1).

6.4.2.1 Identification with the Insured
What is stated above concerning the Insured, is also applicable to a person who is, with the consent of the Insured, responsible for the insured motor vehicle or vehicle in tow:
- who uses and owns the insured property together with the Insured,
- who lives in the same household as the Insured and uses the insured interest together with the Insured.

What was stated above concerning the Insured as regards observing the precautions is also applicable to a person whose duty it is, based on an employment relationship with the Policyholder, to ensure that the precautions are observed.
6.4.2.2 The Insurance Company's right of recovery in motor vehicle loss or damage

In addition to what is stated in Clause 12 of the General Terms and Conditions, the Insurance Company has the right of recovery in the following situations:

The entitlement of the Insured to compensation from the owner, possessor, driver or passenger of a motor vehicle is transferred to the Insurance Company up to the amount of compensation paid, if one of the latter has caused the insured event

- intentionally or through gross negligence
- through negligence when driving a vehicle which has been unlawfully taken into use
- in driving the vehicle in a condition where, either during or after driving, his or her blood alcohol content was at least 1.2 per mille or where he or she was found to have at least 0.53 milligrams of alcohol per litre of exhalation air, or he or she has caused the loss or damage while otherwise under the influence of alcohol or some other intoxicant or while under the combined influence of alcohol and another intoxicant, so that the ability of the Insured with regards to achieving a faultless performance has been decisively impaired.

The entitlement of the Insured to compensation on the basis of another insurance, a warranty or law, or from public funds, is transferred to the Insurance Company up to the amount it has paid in compensation.

6.4.3 Impact of tax legislation on the amount of compensation

The laws regulating taxation are taken into account in the calculation of compensations.

6.4.4 Order of calculating deductions

Deductibles and other deductions are made from the amount of loss covered, in the form of consecutive deductions in the following order:

1) the amount of possible tax
2) deduction based on the useful life of property (age deduction)
3) deductible
4) percentile deductible/additional deductible
5) any deductions based on the actions of the Insured.