

This is a translation of the original Finnish insurance Terms and Conditions 'Toyota ja Lexus Vakuutuksen Kaskovakuutusehdot'. In case of discrepancy, the Finnish wording prevails.

The content of the Casco Insurance comprises the Policy Document, these Casco Insurance Terms and Conditions and the General Terms and Conditions.

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1 Validity of Insurance

1.1 Territorial limits

The Insurance is valid throughout Europe and outside Europe in Green Card agreement countries, excluding Azerbaijan, Iran, Kosovo, the northern part of Cyprus, Morocco, Tunisia, Turkey, Belarus, Russia and Nagorno-Karabakh.

However, foreign use liability cover is only valid in Green Card agreement countries that are not part of the European Economic Area (EEA), with the exception of Azerbaijan, Iran, Kosovo, the northern part of Cyprus, Morocco, Tunisia, Turkey, Belarus, Russia and Nagorno-Karabakh.

The insurance is not valid for vehicle rentals.

The insurance is also not valid when the vehicle has been given for sale to a car dealership or other business or when the vehicle is put up for sale by a person other than the registered owner or holder.

1.2 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 and vans, the uninterrupted decommissioning period 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 the Vehicle Register of the Finnish Transport and Communications Agency (Traficom) 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.

No premium refund is paid for insurance policies

- 1) whose pricing is based on an annual premium rating
- 2) which are for museum vehicles
- 3) for vehicles under export plates
- 4) whose Policyholder is a creditor of a finance agreement or the lessor of a leasing or other lease agreement
- 5) which do not include the right to a bonus.
- 6) which have a fixed price for a specified term or for the entire period of validity, or whose price is not affected by bonus or claims incurred during the period of validity.

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.

1.3 Expiry of the insurance

The insurance will expire when

- 1) the vehicle's motor liability insurance is terminated
- 2) the vehicle is permanently removed from Traficom's vehicle register
- 3) the vehicle is removed from Traficom's vehicle register and moved to Åland or abroad
- 4) the vehicle is transferred to the ownership of a municipality on the basis of law.

Other situations in which the insurance expires are described in the General Terms and Conditions.

1.4 Calculating the insurance premium

The premiums for Casco Insurance are calculated according to the personal qualities of the Policyholder or their 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.

1.4.1 Adjusting the premium at the turn of the insurance period

If 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 age of the holder or the age of the drivers of the vehicle or as a result of a change in the age of the vehicle. When the effect of a change in age on the risk of loss or damage changes, the premium can be adjusted to better correspond to the risk.

1.4.2 Adjusting the premium during the insurance period

If the kilometrage, age of the driver (under the age of 24) or type of use of the vehicle affects the insurance premium, and if these change, If can adjust the premium after having received notice of such change. In such a case, the insurance premium can be adjusted to better correspond to the risk.

If the Policyholder's or vehicle holder's address entered in the Population Register changes, the premium will be adjusted in accordance with the new home address. The transfer of a vehicle to a death estate will increase the premium.

1.4.3 Other cases

The other cases in which If is entitled to adjust the premium are stated in the General Terms and Conditions.

1.5 Bonus discount

A premium discount is granted on the Collision cover premium of a Casco insurance issued with a bonus entitlement in accordance with If's bonus grounds.

The bonus is increased by 10 percentage points after an insurance period during which no compensation has been paid from the Collision cover and the vehicle has been in traffic use:

- 1) motorcycles: for at least 90 days, in products subject to season-based pricing for 300 days
- 2) other vehicles: for at least 140 days.

During a period of one year, the bonus cannot be increased more than once. The highest possible bonus is 80 per cent (with respect to policies that entered into force prior to 17 February 2018, the highest possible bonus for passenger cars, vans, campers and motorcycles in private use is 70 per cent and, with respect to other vehicles, 60 per cent).

Each claim compensated from the collision cover reduces the bonus by 10 percentage points (with respect to policies that entered into force prior to 17 February 2018, 20 percentage points). The bonus is not reduced if the damage to the vehicle was caused by a shower of hail or a storm, or if a parked car has been damaged due to a sudden water level rise.

If the bonus entitlement of a vehicle covered by motor third party liability insurance granted by If is 80 per cent at the time of loss or damage (or 75 per cent in a motor third party liability insurance that entered into force prior to 20 May 2017), the first claim of each insurance period will not decrease the bonus entitlement of Casco Insurance.

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.

The insurance also covers

- 1) ordinary, fitted accessories connected to the use of the vehicle in traffic, with the exclusions mentioned in Clause 2.1
- 2) However, secondarily installed sound reproduction or IT equipment, displays, cameras and vehicle navigation equipment are only covered when fitted in cars, while light bars, auxiliary lights, side bars and roof bars, footboards and roll bars are only covered in cars, tractors, all-terrain vehicles (ATVs) and farm ATVs. They will be covered up to a total of EUR 6,000 under Premium Casco, Full Casco and Bonus Casco, and up to a total of EUR 600 under Semi Casco. These maximum amounts include costs for installation equipment and work.
- 3) free-of-charge or one-time payment brand-specific programming provided by the original vehicle manufacturer to enhance vehicle performance or add additional features to the vehicle. However, the policy does not cover neglect of software updates.
- 4) one set of summer and winter tyres, a car rack and a ski box which belong to the insured vehicle and which are stored in a locked facility
- 5) in the case of cars used by persons with reduced mobility, the driving control equipment, turning seats and wheelchair lifts used in the car
- 6) original, brand-specific accessories installed in the vehicle
- 7) in motorcycle, moped, all-terrain vehicle (ATV), farm ATV and snowmobile insurance, a helmet and helmet transceiver
- 8) a separate charging cable for traction batteries when stored in a locked facility or the locked car, or connected to the car or other motor vehicle during charging.
- 9) one bucket, front linkage, set of twin wheels and other accessory attached to a tractor, all-terrain vehicle (ATV), farm ATV or motor-powered working machine, the weight of which rests on the vehicle's axles.
- 10) a trailer that is not subject to the registration obligation and that is coupled to the vehicle at the time of the loss or damage to a maximum amount of EUR 20,000 for a tractor and a motor-powered working machine and to a maximum amount of EUR 2,000 for an all-terrain vehicle (ATV) and a farm ATV.

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

Navigation equipment secondarily installed in vehicles other than cars is only covered by collision cover, and is not covered in the case of theft or malicious damage, for example.

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, coating and glass protection and decals, rubber coatings or retroactive rust protection (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) parts or equipment that contravene safety regulations or the orders of the authorities, or that have 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 programming, other parts or programming intended for increasing engine power or torque, special clutches and special flywheels and other tuning and customised parts. The programming described in this clause does not apply to free-of-charge or one-time payment programming provided by the original vehicle manufacturer.
- 6) sound reproduction or IT equipment, displays and cameras secondarily installed in vehicles other than cars
- 7) fuel and lubricants
- 8) machinery, equipment, huts, saunas or other constructions built in a trailer or part of a towable device
- 9) other charging stations and other accessories and cables for charging traction batteries, with the exception of a separate charging cable when stored in a locked facility or the locked the car, or connected to the car or other motor vehicle during charging.

3 Insurance covers

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

3.1 Collision cover

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.

Collision cover does not compensate breakage of the windscreen, side window or rear window if the car is not otherwise damaged in connection with the damage.

Damage in connection with theft or illegal use of a motor vehicle or damage to the interior of the vehicle is covered only if the insured interest was locked or kept in locked or continuously guarded storage as described in Clause 3.2 (Cover against theft). The Policyholder must seek penalty to the person suspected of the crime.

3.2 Cover against theft

The Cover against theft covers sudden or unforeseen, direct property damage caused by theft, stealing a motor vehicle for temporary use or an attempt at either of the foregoing, as referred to under the Criminal Code of Finland and when the insured interest or its lockable part (such as a charging cable for traction batteries) was locked as described in Clause 3.2.1 below or kept in locked storage inaccessible to outsiders and the locking system has met the requirements for protection.

If the vehicle can be locked, unlocked or started by means other than or in addition to keys, such as by mobile phone, a code or other replacement for a key, the same terms and conditions as specified for keys in these Insurance Terms and Conditions shall apply. The locking requirement applies to all vehicles.

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 if received notification of the loss and a report of the offence was made to the police.

The Policyholder must seek penalty to the person suspected of the crime.

3.2.1 Locking requirements

A vehicle fitted with an enclosed body is locked when the body, doors, windows and load compartment are closed and locked, the keys of the vehicle are removed from the vehicle and the electronic immobiliser or steering lock is engaged.

A motorcycle, moped, all-terrain vehicle (ATV) and snowmobile is locked when its keys are removed from the vehicle and the electronic immobiliser or steering lock is engaged. In the absence of the locking system described above, such a vehicle is locked when it is locked with a disc brake lock, a wheel clamp, a chain and a lock, a wire lock or other similar lock to a fixed object.

Camping and other trailers are considered locked only when they are locked using a shaft lock, a wheel clamp or a chain and a lock, their keys are removed from the vehicle and their body, doors, windows and load compartment are closed and locked.

An electric bicycle and other electric mobility device is locked when its keys are removed from the vehicle and the electronic immobiliser or steering lock is engaged. In the absence of the locking system described above, such a vehicle is locked when it is locked with a chain and a lock, a wire lock or other similar lock to a fixed object.

Other vehicles without an electronic immobiliser or a steering lock are considered locked only when they are locked with a disc brake lock, a wheel clamp, a chain and a lock, a wire lock or other similar lock to a fixed object.

A vehicle locked in another vehicle or trailer is considered locked only when both of these are locked in the manner described in this Clause.

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.

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.

Fire cover does not cover

- 1) damage caused to electrical equipment, wire, a wiring harness or a vehicle's electronic control panel if 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
- 2) 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
- 3) a fire that started inside the vehicle, unless it is caused by a technical fault of the vehicle.

Damage in connection with theft or illegal use of a motor vehicle or damage to the interior of the vehicle is covered only if the insured interest was locked or kept in locked or continuously guarded storage as described in Clause 3.2.1 (Locking requirements).

3.4 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 does not cover loss or damage caused by another vehicle.

Damage in connection with theft or illegal use of a motor vehicle or damage to the interior of the vehicle is covered only if the insured interest was locked or kept in locked or continuously guarded storage as described in Clause 3.2.1 (Locking requirements).

The Policyholder must seek penalty to the person suspected of the crime.

3.5 Redemption cover

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

3.6 Towing and Travel Expenses cover

3.6.1 Towing and Travel Expenses cover in Finland

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, damage or puncture to the vehicle, or due to running off the road. Driving is not considered to have been discontinued if the vehicle cannot be started or operated before the start of the journey.

Instead of towing, the Insurance may cover a tyre replacement or vehicle repair at the scene of the incident. No more than the amount of the towing costs thus saved may be compensated. No compensation will be paid for new tyres and spare parts.

In addition, a maximum compensation of EUR 500 is payable for

- 1) the transportation of the driver and passengers to the place of departure or destination in an appropriate way
- 2) additional costs for picking up the repaired vehicle
- 3) other appropriate additional expenses for travel and accommodation arising from the discontinuance of a journey.

If the discontinuance of the journey 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.

Before ordering towing or other road services, the Insured must contact If's towing and road service, which has the right to decide on the towing company or other service provider. When towing or road services are ordered through If, no deductible is deducted from the compensation. If the towing or other road service is not ordered through If, the deductible stated in the policy document will be deducted from the compensation. You can contact If's towing service at if.fi/hinaus or by calling +358 10 19 18 40.

3.6.2 Towing and Travel Expenses Abroad

3.6.2.1 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, damage or puncture of the vehicle, or due to running off the road. Driving is not considered to have been discontinued if the vehicle cannot be started and operated before the start of the journey.

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 ordering towing, other road services or vehicle transport, the Insured must contact If's towing and road service, which has the right to decide on the towing company or other service provider. When towing, other road service or vehicle transport are ordered through If, no deductible is applied to the compensation. If the order is not made through If, the deductible stated in the policy document will be applied to the compensation. The phone number for If's towing and road service in case of damage abroad is +358 10 515 8777.

3.6.2.2 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 transportation home of the driver and the passengers from the place of damage, using the cheapest mode of transportation.

Alternatively, the Towing and Travel Expenses Abroad cover can compensate other direct, additional travel and accommodation expenses caused by discontinuance of the journey abroad, up to the amount of the costs of the journey home.

The maximum amount of compensation for such costs is EUR 2,000. This amount also includes the costs of storing the vehicle, which are covered up to a maximum of EUR 500.

3.6.3 Exclusions in Towing and Travel Expenses cover

Towing and Travel Expenses cover does not cover

- 1) additional costs arising from the transportation of someone other than the driver or the passengers of the vehicle
- 2) costs which would have arisen regardless of the insured event
- 3) costs indirectly related to claims settlement or loss or damage, such as telephone expenses, loss of income or other comparable expenses or losses
- 4) expenses arising from food and drink or from attending to one's business, or daily allowances
- 5) if the discontinuance in driving is caused by the rationing of electric energy or the distribution of the substance used to power the vehicle.

If is not responsible or liable for loss or damage arising as a result of the assistance provided in the case of a discontinuance of a journey or from travel delays.

If the vehicle has a towing or road service purchased as a separate service or provided by the vehicle manufacturer, importer, seller or other party, compensation is only paid from the Towing and Travel Expenses cover to the extent that it is not paid from the towing or road service.

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

3.7 Replacement car service

The replacement car service covers the costs incurred from using a replacement car when driving has been discontinued in Finland directly because of the vehicle's:

1. defect, damage or running off the road
2. battery running out of charge or tyre deflating
3. running out of fuel or other source of motive power
4. refueling with the wrong fuel
5. loss of keys or keys left in a locked vehicle
6. tire coming off or tyre mounting nuts becoming loose.

Driving is not considered to have been discontinued if the vehicle cannot be started or operated before the start of the journey.

In addition, the replacement car service will cover the costs incurred from the use of a replacement car if a vehicle parked in Finland has suffered property damage covered by Casco insurance, such as fire, theft, or collision.

If the vehicle is not roadworthy after the discontinuance of driving or the property loss or damage compensable 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, for a maximum of 7 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 of 7 days. If driving was discontinued for the reasons stated in sections 2–6 above, compensation will be paid for a maximum of 3 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, compensation is paid until the Policyholder has acquired a replacement 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 Insured to compensation is transferred to If up to the amount it has paid in compensation.

The costs incurred must be proven by presenting the original bill or receipt. If compensation is claimed for the discontinuance of a journey due to the internal breakdown of a vehicle, a repair bill must be presented.

3.7.1 Exclusions in Replacement car service

No compensation will be paid for the use of a replacement vehicle from the Replacement car service

- 1) if the journey is interrupted due to the neglect of care, periodic maintenance or other repairs
- 2) for any waiting period caused by the vehicle not being promptly delivered to the garage for repairs
- 3) for an extended repair period caused by faulty work or wrong spare parts ordered by the garage. In addition, no compensation will be paid for an unreasonably long repair period in proportion to the extent of the repair work.
- 4) if the vehicle cannot be started and operated due to frost, rain or another weather-related reason
- 5) 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, or 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

If the vehicle has a towing or road service purchased as a separate service or provided by the vehicle manufacturer, importer, seller or other party, compensation is only paid from the Replacement car service to the extent that it is not paid from such a towing or road service.

3.8 Finance cover

Compensation is paid from the Finance Cover to the credit institution which is included in the list of supervised entities of the ECB, the Financial Supervisory Authority of Finland or another corresponding body of an EU or EEA country, and which granted the financing of the insured vehicle under retention-of-title terms, or to the leasing provider, to the extent that it would not otherwise be paid in full because

- 1) failure to observe safety regulations (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 vehicle or other target of the action was not locked as required in these insurance terms and conditions
- 5) the use of the vehicle in traffic during a notified decommissioning period.

Compensation is paid only on condition that the damage is covered by the insurance cover included in the insurance.

The compensation is paid only to the credit institution included in the Financial Supervisory Authority's list of supervised entities, which granted the financing of the vehicle under retention-of-title terms, or to the lessor in the case of a leasing agreement (leasing provider). The Finance cover is not valid for the benefit of other parties.

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

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. The maximum amount of compensation paid to a leasing provider is the book value of the vehicle at the time of the loss, but not more than the amount of the damage. No compensation is paid for unpaid hire purchase, financing, rent or lease instalments.

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.

3.9 Windscreen cover

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

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

The windscreens cover does not compensate for damage

- 1) are caused by other glazing or glass structures, such as mirrors or lights. They are covered by collision cover.
- 2) that does not affect the traffic safety of the vehicle
- 3) that is a consequence of wear and tear or scratching of the glass
- 4) resulting from a change in temperature or internal tension in the glass.

Contact If before repairing or replacing the windscreens. If has the right to choose the service provider. When the repair or replacement is ordered from If's partner repair shop chosen by If, no deductible is applied to the compensation for glass repairs, and in window and windscreens replacements, the deductible deducted from the compensation is not increased. You can find If's partner repair shops at if.fi/tuulilasi.

3.10 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. However, Foreign Use Liability Cover is not valid in Azerbaijan, Iran, Kosovo, the northern part of Cyprus, Morocco, Tunisia, Turkey, Belarus, Russia or in Nagorno-Karabakh.

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 that corresponds to the insured person'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.

3.10.1 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
- 4) 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.

3.10.2 Claims handling in Foreign Use Liability Cover

The Insured must afford If the opportunity to inspect the loss or damage, and the possibility to contribute towards an amicable settlement.

If will find establish 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 If, unless the amount of, and grounds for, compensation are clearly valid.

If the insured event leads to a trial, the Policyholder must immediately notify If of this. If If notifies the Insured that it is prepared to agree with the injured party on compensating the loss or damage incurred within the limits of maximum liability, but the Insured does not agree to this, If is not liable to compensate for additional costs arising after this, nor to investigate the matter any further.

3.11 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 If with a reliable account of the time and place of the insured event.

3.12 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.

3.13 Pet cover

Compensation is paid under Pet Cover if, when travelling as a passenger in a vehicle specified in the Policy Document, the dog or cat

- 1) has suffered a physical injury, requiring veterinary treatment, in a traffic accident
- 2) has died from injuries caused by a traffic accident
- 3) has had to be put down, on a veterinarian's orders, due to injuries sustained in a traffic accident
- 4) 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.

3.13.1 Compensation under pet cover

Compensation is paid for treatment expenses arising from an injury up to EUR 3,000 per pet.

costs arising from the examination and treatment of an injury performed or ordered by a veterinarian

- 1) cost of medicines, dressings and related articles used or ordered by a veterinarian and sold, under licence from the Finnish Medicines Agency Fimea, for the treatment of an injury
- 2) indispensable laboratory and X-ray expenses

3) 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:

- 1) pedigree dogs EUR 1,200, cross-bred dogs EUR 450
- 2) pedigree cats EUR 800, native cats EUR 180.

3.13.2 Exclusions in pet cover

The insurance does not cover treatment expenses or the death of a pet

- 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.

3.14 Personal cover

Personal cover provides compensation if a person

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

Personal Cover provides compensation only if the vehicle specified in the Policy Document has been in traffic as prescribed in the Motor Liability Insurance Act and compensation is received for the injury or death through another vehicle's motor liability insurance.

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

Personal cover does not pay compensation for injury or death

- 1) 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, armed conflict, or served in an international peacekeeping operation or similar
- 3) suicide or its attempt, with reference to the person in question.

3.14.1 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 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 and Patient Injury 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 bodily injuries (class 5)	EUR 21,000
- 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.

3.14.2. Termination of Personal cover

If the Policyholder has neglected the payment of insurance premiums, If 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.

3.15 Cover against natural forces

The cover against natural forces covers sudden and unpredictable damage to the vehicle cause by

- hail or a storm
- a branch or tree falling on top of the vehicle
- flooding while the vehicle was parked.

The compensation is always limited to direct property damage caused to the vehicle.

Damage caused by flooding while driving on a road or in an area covered by water is not compensated even if a road or area covered by water as a result of a flood is in question.

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) during participation in, or training for, a race.
- 6) participation in driving practice, high-speed driving practice or other driving on a motor racing track or 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). However, this exclusion does not apply to driver training provided by a driving instructor, related to obtaining a driving licence.
- 7) humidity, rain, frost, heat, ice, snow, or the weight of ice or snow
- 8) when driving the vehicle on a road or in an area covered with water
- 9) the vehicle sinking through the ice on other than a winter road meeting the safety regulations and opened for common use by road authorities. This exclusion does not apply to snowmobiles, farm ATVs and other all-terrain vehicles.
- 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 illegal use of a motor vehicle
- 12) by 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.
- 14) a part of the vehicle itself
- 15) overcharging of the vehicle's batteries that function as its power source.
- 16) failure to comply with a recall campaign in Traficom's recall database concerning the insured vehicle.
- 17) additional costs resulting from the neglect of software updates.

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. This also applies to devices or codes replacing the vehicle key.

The Insurance does not cover damage covered on the basis of a guarantee, product defect or product liability. Nor is it liable for the quality of repair work.

5 Precautions

The safety regulations include the most common precautionary measures in order to prevent or limit loss or damage.

The Policyholder, the Insured and any person comparable to these must observe the safety regulations. Negligence of the safety regulations 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, 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. The vehicle must be fitted with tyres for winter use when weather conditions so require.
- 2) The vehicle must comply with the Vehicles Act, Road Traffic Act and other rules and regulations applied to the vehicle.
- 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
- 6) 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.
- 7) The driver must possess a valid driver's licence required for driving a vehicle of the vehicle category in question and issued by the authorities, a practice permit, or have reached the age entitling them to operate the vehicle.
- 8) The driver may not operate the vehicle when ill or tired.
- 9) When using the vehicle's hoist, the vehicle's stabilisers must be used and the bearing capacity of the ground ensured.
- 10) A detachable traction battery charging cable must be disconnected from both the car and the outlet after charging. It must not be stored on the ground, outdoors, on the floor, or in a place accessible to persons other than the family members of the Insured.
- 11) If the property's electricity network is to be used for charging rechargeable cars, the suitability of the electrical installations must be inspected by a professional electrician.
- 12) Only dedicated charging cables may be used for charging rechargeable vehicles. The use of extension cords and removable time switches or timers is prohibited during charging.
- 13) Batteries of electric bicycles and other electric mobility devices may not be charged near flammable materials, such as on a bed or sofa or in the vicinity of curtains and other textiles. They may only be charged with a charger intended for the device in question and supervised during charging.
- 14) It is prohibited to use technical devices or systems in the vehicle while driving in such a way as to impede or endanger driving.
- 15) While driving, the driver of the vehicle may not use a communication device by holding it in the hand.

5.2 Safe storage and prevention of theft:

- 1) The careful safekeeping and surveillance of the vehicle and its keys must be ensured. This also applies to devices or codes replacing the vehicle key.
- 2) 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. This also applies to devices or codes replacing the vehicle key.
- 3) The keys to the vehicle may not be kept in the vehicle or in its storage place. This also applies to devices or codes replacing the vehicle key.
- 4) The vehicle may not be left in such a place where it is likely to attract the attention of offenders.
- 5) If the vehicle breaks down or is damaged, it must be immediately moved to a safe place where it is not exposed to theft or malicious damage.
- 6) 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. This also applies to devices or codes replacing the vehicle key.
- 7) 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. This also applies to devices or codes replacing the vehicle key.
- 8) Items other than fixed IT equipment, consumer electronics, displays, cameras and vehicle navigation equipment may not be left in sight inside the car when it is parked.
- 9) 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 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. The maximum amount of compensation paid to a leasing provider is the book value of the vehicle at the time of the loss, but not more than the amount of the damage.

No compensation is paid for unpaid hire purchase, financing, rent or lease instalments.

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.

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 Terms and Conditions. In such cases, the insurance covers reasonable salvage costs.

6.1.2 Loss survey

If must be given the opportunity to carry out a loss inspection.

No compensation will be paid if the policyholder or the insured does not allow the necessary measures to be performed to determine the damage or cause thereof or give the necessary consent to carry them out.

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

If is not liable for the quality of the repair work. The loss inspection carried out by If, 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 If is the orderer or payer of the work.

6.1.3 Exclusions

This insurance does not cover

- 1) Depreciation of 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 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 charges to be paid by the customer
- 8) damage to the vehicle's computer software or information system caused by a data breach, computer virus, malware, denial of service attack or failure to update the software
- 9) lost or reduced usability or unavailability of the computer software or other information system.

Compensation may be reduced if

- 1) a compensable part had been worn, rusted or corroded or its usability had decreased before the loss
- 2) the condition of the vehicle improved as a result of the repair, compared to its condition before the loss.

If has an extensive network of partners that provides cost-effective and high-quality services for damages compensated from the insurance. If the towing, repair, rental or other service or spare parts of a vehicle are purchased from a service provider or seller other than that designated by If, their costs will only be covered up to the amount that would have been incurred if the service provider designated by If had been used.

6.2 Assessment of property value and amount of loss

6.2.1 Current value

The maximum compensation paid is calculated on the basis of the current value.

Current value 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 current value.

6.2.2 Age deductions

For the following items, age-based deductions will be made as specified below:

- 1) rims
- 2) child safety seats
- 3) ski box, car rack or other transportation equipment
- 4) helmet and helmet transceiver
- 5) retrofitted sound reproduction equipment
- 6) retrofitted television, video, DVD and IT equipment, consumer electronics, cameras, navigation equipment and displays.

Age of insured interest in calendar years Age reduction percentage

-	Less than 2 years	0%
-	Less than 3 years	30%
-	Less than 4 years	40%
-	Less than 5 years	50%
-	Less than 5 years	60%
-	6 years or longer	70%

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%
- equals or exceeds 5 years or its tread depth is less than 3 mm, the age deduction is 80%
- equals or exceeds 9 years or its tread depth is less than 2 mm, the age deduction is 100% and no compensation will be paid for the tyre.

Age deductions are made on the cash sale price of a new, identical or nearest equivalent item of property.

When calculating the age deduction, the first year of commissioning ends at the turn of the calendar year, regardless of the time of year the item was taken into use.

No age deduction is made if the item is repaired. In such a case, the maximum compensation paid for the repair expenses is the current value of the item.

6.3 Methods of compensation

If compensates property damage in one of the following ways. If has the right to choose the method of compensation.

If has the right to designate a service provider to tow or repair the vehicle or rent the replacement car. For this purpose, If must always be contacted before ordering such a service. When using If's partner network, If can pay the compensation to its partner, without the beneficiary having to pay it first.

6.3.1 Repair

Property damage is compensated primarily by paying the repair costs. If is entitled to decide on the repair shop or place where the part is to be purchased, and for this purpose the insured must contact If in advance.

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

Unless otherwise agreed with the policyholder, the damaged vehicle will always be repaired at an authorised repair shop, and original spare parts will always be used for repairs.

The vehicle must be repaired as soon as possible after If has made a decision on compensability.

6.3.2 Lump-sum compensation

If 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 also be paid in other cases if separately agreed between If and the vehicle owner. However, a lump-sum compensation is not paid when the vehicle is owned by a finance company, other credit institution or a leasing company.

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. This also applies if the vehicle could be repaired according to the instructions of the car manufacturer, but due to the availability of spare parts or inadequate skills of the repair shop, repairs could not be carried out.

If vehicle spare parts are no longer available, compensation may be paid as a lump sum equal to their value when they were last available.

6.3.3 Acquiring an equivalent item of property

If may compensate property damage by acquiring an equivalent item of property to replace the damaged or stolen one. In such a case, the damaged property will become If's property. If is entitled to decide on the place of purchase or supplier.

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 If could acquire equivalent replacement property. Deductions in compliance with Clause 6.4.4 are made from the acquisition price.

6.3.4 Redemption

If may compensate a property loss or damage by redeeming the vehicle and its accessories at its current value, 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 If unless otherwise agreed.

The owner and possessor of the vehicle must ensure that before the vehicle is transferred to If's ownership, the personal data and user accounts of the owners, possessors and users, as well as connections to other applications such as payment applications, parking or streaming services, are removed from its computer systems.

6.3.4.1 Redemption cover

If the Insurance includes Finance cover, the Redemption cover taken out for the vehicle is also valid for the benefit of an owner based on a hire purchase, finance or leasing agreement. Redemption cover does not apply to rented vehicles, except in the case of service leasing. Redemption at replacement value under Redemption cover does not apply to leased vehicles.

No compensation is paid from Redemption Cover when the ownership of the vehicle is not transferred to the insurance company. Compensation is also not paid when the insurance covers damage caused by multiple different insured events, unless one of these alone meets the rules for the payment of redemption at replacement value listed below.

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

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

6.3.4.1.1 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

- 1) three (3) years at the most have passed from the initial registration of the vehicle
- 2) the vehicle's mileage is at most 60,000 km
- 3) 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
- 4) 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 showcase vehicle or company car.

Redemption at replacement value requires that all the conditions listed above are met.

However, when compensation is paid from the Finance Cover, the compensation will not exceed the outstanding amount due at the time of the damage under the hire purchase or finance agreement, up to the amount of loss.

No compensation will be paid for outstanding but unpaid financing or hire purchase instalments.

6.3.4.1.2 Current value + 30 percent

If all the above requirements for redemption at the replacement value are not met, the vehicle is redeemed at its current value 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 current value.

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 current value of the time of acquisition.

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 current value of the vehicle, increased by 30%.

Redemption compensation in excess of the current value for a vehicle under a leasing contract will only be paid if its book value in the leasing provider's accounts exceeds the current value of the vehicle at the time of the loss or damage. In this case, the redemption compensation is the current value of the vehicle at the time of the loss, increased by 15%, but not more than the residual value of the vehicle in the leasing provider's accounts.

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 of the same Policyholder 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 case of loss or damage that occurs outside the Nordic Countries and Estonia, the deductible is twice the basic deductible, except in windscreens cover and foreign use liability cover.

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 reprehensible acts

If the Insured or any person comparable to the Insured has, at the time of the insured event, driven a vehicle in a condition where

- the blood alcohol content of the Insured, either during or after driving, was at least 1.2 per mille, or
- the Insured was found to have at least 0.53 milligrams of alcohol per litre of exhalation air, or
- the ability of the Insured to perform actions required for the task has been significantly impaired due to the influence of an intoxicant other than alcohol or the combined influence of alcohol and another intoxicant,

compensation is only paid from the Insurance to the extent that other circumstances have contributed to the damage.

If the Insured or any person comparable to the Insured has, at the time of the insured event, driven a vehicle in a condition where

- the blood alcohol content of the Insured, either during or after driving, was at least 0.5 per mille, or
- the Insured was found to have at least 0.22 milligrams of alcohol per litre of exhalation air, or
- or the ability of the Insured to perform actions required for the task has been significantly impaired due to the influence of an intoxicant other than alcohol or the combined influence of alcohol and another intoxicant,

the compensation paid from motor vehicle insurance may be reduced to the extent that the Insured contributed to the damage.

If 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, or
- when the Insured has caused the loss or damage by using the vehicle for criminal purposes, or to aid and abet an offender, or
- neglected to observe the safety regulations applying to the Insurance (Clause 5 and General Terms and Conditions, Clauses 5.1.1), or
- 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, or
- who uses and owns the insured property together with the Insured, or
- 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 safety regulations is also applicable to a person whose duty it is, based on an employment relationship with the Policyholder, to ensure that the safety regulations are observed.

6.4.2.2 If'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, If 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 If up to the amount of compensation paid, if one of the latter has caused the insured event

- intentionally or through gross negligence, or
- in driving the vehicle in a condition where, either during or after driving, the blood alcohol content of the Insured was at least 1.2 per mille or where the Insured was found to have at least 0.53 milligrams of alcohol per litre of exhalation air, or the ability of the Insured to perform actions required for the task has been significantly impaired due to the influence of an intoxicant other than alcohol or the combined influence of alcohol and another intoxicant.

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

6.4.3 Impact of tax legislation on the amount of compensation

The provisions of tax laws are taken into consideration in the calculation of the amount of compensation.

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) tax, where applicable
- 2) deduction based on the useful life of property (age deduction)
- 3) deductible
- 4) percentile deductible/additional deductible
- 5) deductions based on the insured person's actions, where applicable.

