



# CASCO INSURANCE

Terms and Conditions No. A6.2023.01

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AAS BTA Baltic Insurance Company Eesti filiaal, Lõotsa 2B, Tallinn 11415, Eesti  
Phone +372 5686 8668, website [www.bta.ee](http://www.bta.ee), email [bta@bta.ee](mailto:bta@bta.ee)

**bta**  
VIENNA INSURANCE GROUP

BTA and Policyholders enter into CASCO Insurance Contracts in accordance with these Terms and Conditions.

## CONTENTS

<b>1. INSURED OBJECT .....</b>	<b>1</b>
<b>2. SUM INSURED AND INSURABLE VALUE .....</b>	<b>1</b>
<b>3. INSURED EVENTS.....</b>	<b>1</b>
<b>4. DEDUCTIBLE .....</b>	<b>2</b>
<b>5. INSURANCE TERRITORY .....</b>	<b>2</b>
<b>6. ADDITIONAL COVER.....</b>	<b>2</b>
<b>7. EXCLUSIONS .....</b>	<b>6</b>
<b>8. POLICYHOLDER'S OBLIGATIONS.....</b>	<b>8</b>
<b>9. BTA'S OBLIGATIONS AND RIGHTS .....</b>	<b>9</b>
<b>10. RELEASE OF BTA FROM OBLIGATION TO PERFORM INSURANCE CONTRACT .....</b>	<b>9</b>
<b>11. GENERAL PRINCIPLES .....</b>	<b>10</b>

### 1. INSURED OBJECT

- 1.1.** The insured object is a land vehicle registered in Estonia in its original state of sale, or a trailer for a land vehicle (hereinafter referred to as the vehicle), as stated in the policy.
- 1.2.** The accessories fitted to the vehicle after the first sale are insured with the vehicle to the extent of the sum insured noted in the policy.
  - 1.2.1.** Accessories are equipment and fittings permanently fitted to the vehicle, e.g., a roof rack or box, bicycle or ski rack, carrycot or child seat, audio equipment, alloy wheels, extra headlamp, extra bumper, taxi equipment, etc.
  - 1.2.2.** Unless otherwise agreed at the time of entry into the insurance contract, permanent or protective wax, stickers, protective films, paintings and varnishes are not accessories.
- 1.3.** In the case of electric and hybrid vehicles, the charging cable and/or the home charger acquired by the policyholder are insured for EUR 2000.
- 1.4.** The area of use of the vehicle is indicated in the policy. If the area of use changes during the term of the insurance contract, this shall be deemed to be a circumstance materially affecting the insurance risk and BTA must be informed immediately.
- 1.5.** The vehicle is not in normal use if:
  - 1.5.1.** the vehicle is involved in rental or leasing (other than an operating or finance lease where the policyholder is also the lessee);
  - 1.5.2.** the vehicle is being used as a training vehicle (unless the driving practice takes place under the supervision of a family member holding a driving instructor's certificate and no fee is charged for this);
  - 1.5.3.** the vehicle is used to provide a taxi, ridesharing or courier service (e.g., Uber, Bolt, Wolt, etc.);
  - 1.5.4.** the vehicle is used as an alarm vehicle or a security company's patrol vehicle.
- 1.6.** In the case of lorries and trailers, tipper lorries, refrigerator lorries, forestry lorries, tank lorries, forklift trucks, cranes or vehicles adapted for the transport of dangerous goods are not considered to be vehicles in normal use.
- 1.7.** In the case of buses and coaches, a vehicle intended for municipal, urban, regional, international or charter services is not considered to be a vehicle in normal use.

### 2. SUM INSURED AND INSURABLE VALUE

- 2.1.** The sum insured is the maximum amount that BTA will pay out in the case of an insured event and is stated in the policy. The amount of insurance is not reduced by the amount of the indemnity paid out.
- 2.2.** The sum insured for cars and vans is the insured value of the vehicle immediately before the insured event, unless otherwise agreed when the insurance contract is entered into.
- 2.3.** The sum insured for trucks, trailers and buses is the numerical value of the insurance shown in the policy.
- 2.4.** The insured value is the market value of the vehicle in Estonia immediately before the insured event (i.e. the possible selling price of the vehicle).

### 3. INSURED EVENTS

- 3.1.** An insured event is a sudden and unforeseeable occurrence agreed in the insurance contract, as a result of which the vehicle is damaged, destroyed or lost (including traffic accident, natural disaster, fire, vandalism, theft or robbery), except as excluded by these terms and conditions.
- 3.2.** A traffic accident is an event that takes place in an area where a vehicle is normally used for traffic and causes damage to property as a result of the movement, positioning or departure of the vehicle.

- 3.3. A natural disaster is damage to the vehicle caused by a natural hazard, such as flood, cyclone, hail, hurricane, heat wave, landslide, forest fire or other.
- 3.4. Fire is the damage or destruction of a vehicle by fire, smoke or soot.
- 3.5. Vandalism is intentional damage to a vehicle by a third party not related to the policyholder.
- 3.6. Theft is the unlawful taking of a vehicle with the intention of stealing it.
- 3.7. Robbery is the forcible unlawful taking of a vehicle with the intention of stealing it.
- 3.8. The chargers of electric and hybrid vehicles are insured only in the case of vandalism, robbery and/or theft.

#### 4. DEDUCTIBLE

- 4.1. Deductible is the part of the damage agreed in the insurance contract that is not covered by BTA. The deductible may be set as a fixed sum of money and/or as a percentage of the amount of damages to be compensated.
- 4.2. The deductible applies to each insured event up to the amount stated in the policy, unless otherwise agreed.
- 4.3. If more than one selected cover materialises when an insured event occurs, several different deductibles may apply at the same time, if agreed in the insurance contract.
- 4.4. The deductible does not apply to the reimbursement of the cost of replacing or repairing the front, rear and side windows (hereinafter referred to as the glass) of the vehicle, unless otherwise agreed. Glass does not include sunroofs, glass roofs, mirrors and vehicle lights, and in the case of damage to these, the deductible is applied. The conditions for replacing and repairing glass are:
  - 4.4.1. if the glass can be repaired to meet the requirements of the technical inspection, the glass is repaired without applying the deductible. If the policyholder wishes to replace the glass to be repaired, the deductible will be applied;
  - 4.4.2. if the glass cannot be repaired, it will be replaced without applying the deductible.
- 4.5. The glass will not be repaired or replaced if the glass was substantially damaged and/or worn and faded before the insured event, so that it would have required repair or replacement irrespective of the occurrence of damage as a result of the insured event.
- 4.6. The deductible is not applied to the indemnification for damage caused to as a result of a collision with a wild or domestic animal or bird if this is the first such insured event during the effective insurance period. In order to receive the indemnity without deductibles, the policyholder must prove that the incident occurred and the incident must be registered in accordance with the legislation in force. The deductible applies to the indemnity for damage caused by the avoidance of a collision with an animal, unless there is a video record of the insured event which shows that the collision was avoided.
- 4.7. The cost of replacing or, if necessary, recording the lost, stolen or damaged keys and/or alarm remote control of the vehicle is indemnified for without the deductible, but for no more than EUR 400 per insured event.
- 4.8. If the vehicle is repaired or restored outside Estonia, the deductible is tripled.
- 4.9. If the use of the vehicle is stated as normal use, and it is found during the handling of the insurance claim that the use of the vehicle does not correspond to normal use, the deductible applied to each insured event, including glass and animal damage, will be tripled.
- 4.10. In the case of an insured event involving the charger of an electric or hybrid vehicle, the deductible for the insurance cover for vandalism, robbery and/or theft of the vehicle shown in the policy will be applied.

#### 5. INSURANCE TERRITORY

- 5.1. The insurance territory of BTA casco insurance is Europe, except Russia, Belarus, Ukraine, Moldova, Georgia, Armenia, Azerbaijan, Turkey and Kazakhstan, unless otherwise agreed in the insurance contract.
- 5.2. BTA is only liable to pay the indemnity in the case of an insured event occurring in the territory indicated in the policy.

#### 6. ADDITIONAL COVER

- 6.1. When entering into the insurance contract, the policyholder can choose additional cover, which applies only in the case of a specific agreement set out in the insurance contract. In the absence of such a specific agreement in the insurance contract, the additional cover is not covered by the insurance contract.
- 6.2. **The additional cover of BTA roadside assistance insurance** applies if the vehicle is involved in an insured event or an unexpected technical breakdown occurs, as a result of which the vehicle cannot be used or it is not permitted according to the traffic requirements of the country of location, or if it ran out of fuel.
- 6.3. BTA will only provide roadside assistance if it has been ordered from BTA by calling the telephone number indicated in the policy.
- 6.4. No deductible is applied in the case of BTA roadside assistance.
- 6.5. In the case of an insured event covered by BTA roadside assistance, BTA will provide the necessary roadside assistance services, but will not cover the cost of fuel and materials and parts used to repair the vehicle.

- 6.6.** BTA roadside assistance includes the following services:
- 6.6.1.** 24h organisation of help and advice by telephone;
  - 6.6.2.** assistance at the scene (in the case of a road accident, driving to the scene, helping to fill in the Notification of Road Accident Form if necessary, and providing information on further action in insurance);
  - 6.6.3.** taking pictures at the scene;
  - 6.6.4.** helping a vehicle out of sand, mud or snow;
  - 6.6.5.** vehicle start-up assistance;
  - 6.6.6.** unlocking blocked vehicle doors;
  - 6.6.7.** correcting problems with vehicle anti-theft devices;
  - 6.6.8.** release of the automatic gearbox;
  - 6.6.9.** replacement of vehicle tyres (flat or broken tyres are replaced or repaired on the spot. If it is not possible to repair the tyre at the scene, the vehicle will be towed to the nearest tyre repair shop that is open 24 hours a day);
  - 6.6.10.** extra fuel (if fuel runs out unexpectedly, up to five litres of fuel (petrol, diesel) will be brought so the vehicle can be driven to the nearest petrol station. An electric car will be towed to the nearest charging point);
  - 6.6.11.** bringing a spare key to the vehicle;
  - 6.6.12.** in the case of an insured event or breakdown of the vehicle, towing during working hours to the repair workshop of the manufacturer's authorised representative or outside working hours to the nearest guarded car park if the vehicle has a valid general warranty;
  - 6.6.13.** in the case of an insured event or breakdown of the vehicle, towing the vehicle during working hours to the nearest repair workshop or outside working hours to the nearest guarded car park if the vehicle does not have a valid general warranty;
  - 6.6.14.** carrying out any minor repairs that may be necessary in road conditions (including replacing broken window glass with film, repairing leaks in the cooling system or adding coolant, melting door locks, fixing bumpers, exhaust pipe and other parts);
  - 6.6.15.** rental of a replacement car (up to the level of a compact car) for up to three days within 24 hours, if the vehicle cannot be repaired within one working day after ordering BTA car assistance;
  - 6.6.16.** transporting the driver and passengers to the desired destination in Estonia if the vehicle cannot be repaired at the scene of the event.
- 6.7.** BTA roadside assistance services are subject to the following restrictions:
- 6.7.1.** if the insured event takes place outside the territory of Estonia, BTA will provide roadside assistance up to a total of EUR 600;
  - 6.7.2.** BTA does not guarantee the provision of roadside assistance if the insured event is not unexpected or if it is a recurring event during the same period of insurance (e.g., a recurring provision of starter power). The exception is the discharge of the battery on a car with an electric motor, in which case the policyholder has the right to use the car assistance service provided in these conditions three times during the insurance period.
- 6.8.** No deductible will be applied separately in the case of the realisation of additional cover under BTA roadside assistance insurance.
- 6.9.** In the case of **the additional cover of a replacement car**, BTA will reimburse the rental costs of the replacement car or other transport costs (e.g., public transport, taxi, etc.) for up to 21 calendar days in the case of an insured event.
- 6.10.** The maximum daily indemnity is shown in the policy.
- 6.11.** The additional cover of a replacement car applies if at least one of the following events occurs:
- 6.11.1.** using the vehicle is not permitted or technically possible due to damage to the vehicle;
  - 6.11.2.** the damaged vehicle is being repaired and cannot be used because of the repair work;
  - 6.11.3.** the vehicle is stolen, robbed or destroyed.
- 6.12.** BTA's obligation to reimburse the replacement car will end as of the day following the completion of the justified repair work on the vehicle.
- 6.13.** In the case of destruction, theft or robbery of the vehicle, compensation for a replacement car will be paid for up to 21 calendar days, but not longer than the day on which the insurance indemnity is paid.
- 6.14.** The replacement car insurance indemnity is not paid if the vehicle is repaired in less than 12 hours or if the amount of damage is less than the deductible shown in the policy.
- 6.15.** If there are several insured events during the period of insurance, it is possible to use the right to receive the additional cover of replacement car no more than twice.
- 6.16.** There is no separate deductible in the case of the additional cover of a replacement car.



- 6.17.** In the case of **the additional cover of new-value insurance**, BTA will reimburse the purchase price of the vehicle upon the occurrence of an insured event on the basis of the purchase document submitted to BTA, if it is not economically feasible to restore the vehicle, if the vehicle is stolen or robbed.
- 6.18.** The additional cover of new-value insurance applies if all of the following conditions have been met at the same time:
- 6.18.1.** the vehicle has been owned by only one owner or, in the case of a finance or operating lease, by only one lessee since its first registration;
  - 6.18.2.** the vehicle was purchased new from the manufacturer's official representative in Estonia;
  - 6.18.3.** no more than one year has elapsed since the vehicle was first registered at the time of the insured event;
  - 6.18.4.** the vehicle has only been in normal use during the insurance period;
  - 6.18.5.** the kilometrage of the vehicle does not exceed 30,000 km at the time of the insured event.
- 6.19.** If the vehicle was insured with BTA's new-value insurance when new and the insurance contract is renewed for the next period with new-value insurance cover, the replacement value cover will be extended for as long as the kilometrage of the vehicle does not exceed 30,000 km, but no longer than 24 months from the date of the first registration of the vehicle.
- 6.20.** There is no separate deductible for the realisation of the additional cover of new-value insurance.
- 6.21.** An insured event of **the additional cover of personal belongings insurance** is damage to, loss of or destruction of personal belongings as a result of an insured event.
- 6.22.** Personal belongings are personal items of the user and/or a passenger which are in the passenger compartment, boot, roof box or bicycle rack of the vehicle at the time of the insured event.
- 6.23.** In the case of theft or robbery, damage to personal belongings will be compensated only if the items belonging to the personal belongings were in a locked and concealed place at the time of the insured event and were obtained by removing a barrier.
- 6.24.** Cash, securities, valuables, jewellery, documents (including photos, plans, drawings), electronic storage media, photographic, audio and video equipment, computers, smart devices and tools are not indemnified.
- 6.25.** If personal belongings are damaged, lost or destroyed, the part of the damage that is covered by other insurance policies (e.g., third party insurance, home insurance) will not be indemnified.
- 6.26.** BTA will indemnify for the personal belongings in the vehicle up to the insured amount stated in the policy.
- 6.27.** In the case of additional cover for personal belongings, the deductible shown on the separate policy will apply.
- 6.28.** Under **the additional cover of insurance of residual value of leasing contract**, BTA will compensate the lessor for the residual value of the vehicle lost as a result of an insured event under the leasing contract immediately before the insured event. The residual value does not include any other financial obligations of the lessee to the lessor, including interest, arrears of lease payments, contractual penalties, contractual expenses or payments.
- 6.29.** The additional cover of the residual value of leasing contract applies if all of the following conditions are met at the same time:
- 6.29.1.** no more than five years have passed since the vehicle was first registered;
  - 6.29.2.** the vehicle has only been in normal use during the insurance period;
  - 6.29.3.** the residual value of the vehicle under the leasing contract does not exceed EUR 50,000 at the time of the entry into the insurance contract and the market value of the vehicle immediately before the insured event is less than the residual value under the leasing contract;
  - 6.29.4.** the lessor is a credit institution operating in Estonia and included in the list of the Financial Supervision Authority, its branch or a lessor acting as a subsidiary;
  - 6.29.5.** the damage to the vehicle after the insured event is not covered by the new-value insurance.
- 6.30.** There is no separate deductible in the case of the realization of additional cover of insurance of residual value of leasing contract.
- 6.31.** Under **the additional cover of lease payment insurance**, BTA indemnifies the lease payments of the vehicle during the period of incapacity for work of the policyholder for up to 90 calendar days.
- 6.32.** The lease payment insurance cover applies if the following conditions are met at the same time:
- 6.32.1.** the legal user of the leased vehicle is incapable of work for more than two weeks as a result of bodily injury caused by an insured event;
  - 6.32.2.** treatment is started within 24 hours of the insured event;
  - 6.32.3.** the insured event has been recorded in accordance with the legislation in force, and the personal injury has been recorded by an ambulance called to the scene;
  - 6.32.4.** the owner of the vehicle and the lessor is a credit institution operating in Estonia and registered with the Financial Supervision Authority, its branch or subsidiary.
- 6.33.** BTA does not indemnify charges for additional services (e.g., fuel card, insurance) or other claims against the lessee (e.g., interest on arrears, contractual penalties, contractual fees) included in the lease payment.

- 6.34.** If it is not economically feasible to restore the vehicle, the obligation to indemnify for the lease payments will apply until the indemnification decision is taken.
- 6.35.** The amount of the insurance premium is noted in the policy for one month.
- 6.36.** There is no separate deductible for the realisation of the additional cover of the lease payment insurance.
- 6.37.** Based on **the additional cover of legal costs insurance**, BTA will indemnify the costs of the legal aid related to the insured event in the case of a traffic accident.
- 6.38.** Legal costs relating to misdemeanour or criminal proceedings initiated as a result of a road accident and costs relating to contesting the decision of the insurer of the other driver involved in the accident are indemnified.
- 6.39.** Before incurring legal costs, the expedience of the costs must be agreed with the BTA.
- 6.40.** Insurance cover does not extend to disputes arising out of any relationship between BTA and the policyholder or the insured person.
- 6.41.** The sum insured of legal costs is stated in the policy.
- 6.42.** In the case of additional cover of legal costs insurance, the deductible of legal costs insurance stated in the policy will be applied in addition to the deductible of vehicle insurance cover.
- 6.43.** On the basis of **the additional cover of deductible-free loss adjustment**, the policyholder is entitled to compensation for damage caused by one insured event during the period of insurance without the deductible being applied, provided that the damage occurred in the course of a road accident involving another vehicle and that the road accident has been recorded according to legislation.
- 6.44.** On the basis of **the additional cover of repair of vehicle at dealership authorised by manufacturer**, the vehicle is repaired in the case of an insured event by the authorised representative of the manufacturer in Estonia also after the expiry of the general warranty of the vehicle and, if it is technologically and economically unreasonable to restore the damaged part or if this does not guarantee a high-quality end result, the damaged parts are replaced with new original spare parts.
- 6.45.** The manufacturer's authorised representative is a provider of repair and maintenance services for motor vehicles, operating within the marketing system set up by the supplier of the motor vehicles.
- 6.46.** Any non-original spare parts and used spare parts used for previous repairs of the vehicle will be replaced by equivalent spare parts.
- 6.47.** No separate deductible will be applied for the repair of the vehicle at the dealership authorised by the manufacturer.
- 6.48.** As part of **the additional cover of loading damage**, BTA compensates for damage to or destruction of the vehicle caused by loading or unloading of cargo or loads.
- 6.49.** There is no separate deductible for the realisation of the additional cover of loading damage.
- 6.50.** **The additional cover of replacement trailer insurance** applies if the replacement trailer was hooked to the vehicle at the time of the insured event unless the replacement trailer is detached from the vehicle as a result of the insured event and the damage occurs immediately afterwards.
- 6.51.** The additional cover of replacement trailer insurance applies if the replacement trailer was hooked to the vehicle at the time of the insured event, unless the replacement trailer is detached from the vehicle as a result of the insured event and the damage occurs immediately afterwards.
- 6.52.** The identity of the policyholder does not have to be indicated on the registration certificate of the trailer.
- 6.53.** Damage to a replacement trailer will be indemnified to the owner indicated on the trailer's registration certificate.
- 6.54.** The load on the trailer will not be indemnified on the basis of the additional cover of replacement trailer.
- 6.55.** The sum insured of the replacement trailer is stated in the policy.
- 6.56.** In the case of the realisation of the additional cover of replacement trailer insurance, the deductible stated in the policy will be applied. One-off deductible will be applied if damage to the replacement trailer and vehicle occurs in the course of an insured event.
- 6.57.** Under **the additional cover of travel interruption insurance**, BTA indemnifies for the following necessary reasonable expenses caused by travel interruption abroad in the case of an insured event or technical breakdown of the vehicle as a result of which using the vehicle is impossible or not permitted according to the traffic regulations of the country of location:
- 6.57.1.** accommodation if it is not possible to immediately return to Estonia or reach the destination;
- 6.57.2.** transport for travelling to the destination or returning to Estonia by another means of transport.
- 6.58.** The sum insured of travel interruption insurance is stated in the policy.
- 6.59.** Expenses that would have been incurred irrespective of the insured event are not indemnified.
- 6.60.** In the case of the additional cover of travel interruption, the one-off deductible noted separately in the policy will apply in the case of a technical breakdown. No separate deductible is applied if damage occurs in the course of an insured event.
- 6.61.** On the basis of **the additional cover of car replacement costs insurance**, BTA will indemnify 5% of the market value of the insured vehicle immediately before the insured event if, as a result of the insured

event, it is not economically justifiable to restore the vehicle or the vehicle is stolen or robbed and the vehicle is not covered by the conditions of the new-value insurance.

- 6.62.** There is no separate deductible for the additional cover for car replacement costs insurance.
- 6.63.** On the basis of **the additional cover of pet insurance**, BTA will indemnify the justified and reasonable veterinary expenses of one dog or cat (hereinafter referred to as the pet) injured in the vehicle during a road accident or, in the case of the death of a pet, will pay compensation up to the sum insured stated in the policy.
- 6.64.** In the case of an insured event, documents issued by an authorised or licenced veterinary clinic or veterinarian, including documents requested by BTA about the circumstances of the insured event, must be submitted to BTA.
- 6.65.** If a pet dies as a result of a road accident, BTA will indemnify the sum insured of the pet determined in the insurance contract. If an indemnity has already been paid out under the additional cover of pet insurance, it will be deducted from the insurance indemnity payable in the case of the death of the pet.
- 6.66.** Damage is also indemnified for if the pet was in the vehicle at the time of the insured event in the prescribed manner, i.e. in a cage, in the luggage compartment and/or using a safety harness.
- 6.67.** The sum insured of pet insurance is stated in the policy.
- 6.68.** In the case of the realisation of the additional cover of pet insurance, the excess stated separately in the policy will be applied.
- 6.69.** **The additional cover of accident insurance** is the reduction in the extent of the insured person's incapacity for work/disability or death directly caused by bodily injuries sustained as a result of a road accident.
- 6.70.** The insured persons are the number of persons (including the driver) specified in the insurance contract who are in the vehicle at the time of the accident. Only the driver is the insured person if the vehicle is not in normal use.
- 6.71.** In the case of reduced capacity for work/disability, BTA will pay the insured person a one-off indemnity, if his/her reduced capacity for work/disability has lasted for at least one (1) year from the date of the accident, as a percentage of the sum insured under the insurance contract according to the table below.
- 6.72.** The insurance indemnity is paid on the basis of the degree of incapacity for work of the insured person of working age and, in the case of minors and pensioners, the degree of disability at the time of payment.

Amount of insurance indemnity	Capacity for work/extent of disability	Description of capacity for work/extent of disability
50%	Partial or moderate disability	As a result of a road accident, the insured person is partially prevented from working. The insured person is able to carry out short-term activities (e.g., eating, washing, dressing, moving around the home and outside the home, etc.) without the help of another person.
100%	Incapacity for work / severe or profound disability	As a result of an accident, the insured person is completely prevented from working because of his/her state of health or reduced capacity for work. The injured person needs the help of another person with all activities (e.g., eating, moving around the house, washing, etc.).

- 6.73.** If the insured person dies as a result of an insured event within one year of the insured event, BTA will indemnify the sum insured of the accident determined in the insurance contract to the heir who has accepted the estate of the insured person on the basis of the death certificate according to the share of the estate.
- 6.74.** BTA has no obligation to pay the indemnity for reduction in the capacity for work/disability if the insured person dies as a result of an insured event within one year of the date of the insured event.
- 6.75.** If the insured person has already been paid the indemnity for reduction in the capacity for work/disability, this will be deducted from the indemnity paid in the case of death.
- 6.76.** BTA assesses the extent of the reduction in the capacity for work/disability on the basis of medical documents, including documents confirming partial or no incapacity for work or the degree of the disability, and other information that BTA requests about the insurance risk and the insured event. The assessment of the degree of incapacity for work does not take into account the individual characteristics of the victim, such as lifestyle, occupation or hobbies.
- 6.77.** The sum insured of accident insurance is shown in the policy per insured person.
- 6.78.** There is no separate deductible in the case of the realisation of additional cover of accident insurance.

## 7. EXCLUSIONS

- 7.1.** The following damage is not an insured event and not subject to compensation:
- 7.1.1.** damage that is compensated for under the vehicle manufacturer's, general or repairer workshop's warranty;

- 7.1.2.** damage that is caused by a defect in the design, manufacture or materials of a part or device of the vehicle, by a modification of the vehicle, by a failure to comply with the vehicle manufacturer's instructions for use, by defective maintenance, by negligent or unskilled use;
- 7.1.3.** damage caused by natural wear and tear resulting from the use of the vehicle, including minor scratches and marks on the paintwork and other parts of the vehicle, surface scratches and wear on the windows (including wear and tear caused by the vehicle being stolen or robbed);
- 7.1.4.** damaged caused by a technical breakdown or substandard repairs, if the vehicle was declared a total loss by an insurer or authority before the insured event (including if such a decision was made by an insurer or authority abroad);
- 7.1.5.** damage caused by a load or luggage not fastened inside and/or outside the vehicle;
- 7.1.6.** damage caused by pets in the passenger compartment of the vehicle;
- 7.1.7.** damage caused by the participation of the vehicle in a competition or in a training, test or endurance drive;
- 7.1.8.** damage caused in areas closed to normal traffic or with traffic management facilities (e.g., airfield, coastal area, forest, water, marsh, etc.);
- 7.1.9.** damage caused to the vehicle in a place where using (driving or starting) the vehicle was unreasonable given the road conditions (e.g., in an area covered with deep water, sand, mud or snow);
- 7.1.10.** damage caused by the vehicle sinking through ice on an ice road that was not open to public use;
- 7.1.11.** damage caused by water, snow, dirt or other contaminants getting into the vehicle's engine, gearbox or other equipment;
- 7.1.12.** damage caused by the vehicle's inadequate supply of brake fluid, clutch fluid, coolant or oil, or by the use of inappropriate oil or fluid for the vehicle or the refuelling of inappropriate fuel, and damage caused by circulation in the vehicle's engine, equipment, transmission, gearbox or cooling system, as well as damage caused by the use of substandard fuel and damage caused by the spillage or loss of fuel or other fluid (including oil) from the vehicle;
- 7.1.13.** damage caused by freezing, boiling, overheating, corrosion, mould or any other long-term process, and/or damage caused to the vehicle as a result of damage occurring before the insured event;
- 7.1.14.** damage caused during or as a result of the maintenance, repair or cleaning of the vehicle (including cleaning the vehicle of snow and/or ice or washing the vehicle by hand or in an automatic car wash);
- 7.1.15.** damage to the vehicle's equipment or detail which caused the damage (i.e. the cost of repairing the detail or equipment which caused the damage will not be indemnified);
- 7.1.16.** damage caused by a technical breakdown of the vehicle, as well as damage caused by a technical breakdown of the vehicle's power supply system (turbo, supercharger, radiator, pump and accumulator), exhaust system (including catalytic converter), air-cooling system, indicator, sensor, suspension, wheel bearing and brake disc, block or calliper;
- 7.1.17.** damage resulting from the charging of a battery if the safety requirements applicable to the charging of the battery are not complied with;
- 7.1.18.** damage caused in the vehicle's chassis components, such as shock absorbers, springs, ball bearings, etc., unless other parts of the vehicle deformed at the same time;
- 7.1.19.** damaged caused by overloading the vehicle's equipment during operation;
- 7.1.20.** damaged caused by the vehicle's involvement in loading and/or lifting operations, unless otherwise agreed in the insurance contract;
- 7.1.21.** damage caused by a breach of the technical requirements imposed on the vehicle by the legislation and the non-compliance was causally linked to the damage;
- 7.1.22.** damage to the tyres of the vehicle, provided that no other damage to the vehicle was caused, except vandalism;
- 7.1.23.** damage to the vehicle, of which the policyholder became aware after regaining possession of the vehicle and which the policyholder is unable to prove, except in the case of theft or robbery;
- 7.1.24.** damage caused by the accelerated delivery of vehicle parts and/or damage related to repairs done faster than in the nominal time;
- 7.1.25.** damage caused by fraud (e.g., third parties gaining possession of the vehicle by fraud), misappropriation or extortion, or damage caused to the vehicle as a result of any of the above;
- 7.1.26.** damage caused by of the theft, robbery, or unauthorised use of the vehicle and/or its insured parts if at least one of the following circumstances exists:
  - 7.1.26.1.** the vehicle key was left in the vehicle or the vehicle doors were not locked and/or anti-theft devices were not switched on or they were missing at the time of the theft or robbery;
  - 7.1.26.2.** the theft or robbery was not properly reported to the police;



- 7.1.26.3.** during the period of insurance, the key to the vehicle was stolen or lost, but the policyholder did not notify BTA immediately and did not take the necessary measures to ensure the security of the vehicle, i.e. the vehicle was not moved to a safe place, the locks and anti-theft devices were not replaced;
- 7.1.26.4.** the vehicle's anti-theft devices were damaged but not repaired or replaced;
- 7.1.26.5.** the person who stole or robbed the vehicle, or who participated in the offence, was the policyholder, the beneficiary or a person working for them.

## **8. POLICYHOLDER'S OBLIGATIONS**

### **8.1.** Before an insured event occurs, the policyholder is obliged to:

- 8.1.1.** explain the rights and obligations under the insurance contract to the persons in whose possession or use the vehicle is given;
- 8.1.2.** follow the requirements laid down in legislation, including the Traffic Act, when using the vehicle;
- 8.1.3.** comply with the terms and conditions of the AETR (European Agreement Concerning the Work of Crews of Vehicles Engaged in International Road Transport) and the working time and rest period regulations governing the driver's activities, if the policyholder is a professional driver;
- 8.1.4.** close and lock the vehicle doors, windows, hatches and, if the vehicle is unlocked, fit/lock the roof and then deploy all anti-theft devices when leaving the vehicle;
- 8.1.5.** keep the keys and registration documents of the vehicle in such a way that third parties cannot remove them without breaking the barrier or using force;
- 8.1.6.** in the case of the theft, robbery or loss of the vehicle keys, immediately change all locks and re-code or replace any anti-theft devices. Until appropriate measures are taken, the vehicle must be kept in a place where it is supervised or locked;
- 8.1.7.** allow the BTA representative to inspect the technical condition of the vehicle and its documents at the first request;
- 8.1.8.** notify BTA of any change in the engine power of the vehicle or any modification of the vehicle which substantially changes the composition of the vehicle compared to the time of entry into the insurance contract;
- 8.1.9.** notify BTA immediately of an increase in the probability of the insured risk, unless the increase in the probability of the insured risk was caused by a generally known fact that does not affect the insured risk of that policyholder alone. Circumstances that increase the insurance risk include, but are not limited to, transfer of the vehicle, loss of keys or registration documents, deletion of the vehicle from the vehicle register, change of use of the vehicle during the period of insurance (e.g., the vehicle becomes a taxi, a rental vehicle, etc.), breakdown of the vehicle's locking systems, breakdown of the vehicle's anti-theft devices;
- 8.1.10.** ensure that the possibility of insurance risk is not increased by persons regarded as equivalent to the policyholder.

### **8.2.** In the case of an insured event, the policyholder is obliged to:

- 8.2.1.** record the accident, following the requirements of the legislation of the country where the accident took place;
- 8.2.2.** immediately notify the competent authority (the Rescue Board, etc.) in the case of a vehicle fire;
- 8.2.3.** in the case of theft, misappropriation, robbery, vandalism or any other illegal occurrence involving the vehicle, immediately notify the police and lodge an application for proceedings to be initiated;
- 8.2.4.** in the case of theft, misappropriation or robbery of the vehicle, immediately provide BTA with all keys and registration documents of the vehicle. Upon the transfer, a transfer record is prepared in two copies, which will be signed by both parties. Exceptionally, if these items have been taken into possession by law enforcement officials in the context of a criminal case, the policyholder must prove this to the BTA;
- 8.2.5.** notify BTA without delay of the occurrence of an insured event and provide BTA with the information and documents in its possession concerning the causes of the damage and the amount of the damage;
- 8.2.6.** prove that an insured event occurred;
- 8.2.7.** submit the damaged vehicle in the state it is in after the insured event to BTA for inspection as soon as possible;
- 8.2.8.** not to make any modifications to the insured vehicle without the consent of BTA;
- 8.2.9.** deliver the remains of the vehicle to BTA in the condition they are in after the insured event, if the vehicle is declared destroyed or if it is not economically feasible to restore the vehicle and the parties have not agreed otherwise. If the insured event takes place outside Estonia, the remains of the vehicle must be brought to Estonia to be handed over, and the costs incurred by BTA to move the

vehicle will be deducted from the insurance indemnity;

**8.2.10.** submit to the BTA, within 48 hours of the accident, an extract from the tachograph record sheet if the vehicle was fitted with a tachograph;

**8.2.11.** make every effort to prevent an insured event and to minimise the potential loss, to avoid increasing the possibility of the insured risk and not to allow persons who are equivalent to the policyholder to do so.

**8.3.** After the insurance indemnity has been paid out, the policyholder is obliged to:

**8.3.1.** immediately notify BTA in writing or in a format that can be reproduced in writing if the stolen or robbed vehicle is found. If the stolen or robbed vehicle or its parts have been returned to the policyholder, the policyholder is obliged to surrender the vehicle or its parts to BTA or to repay the insurance indemnity received to BTA within 10 days of the return;

**8.3.2.** immediately notify BTA if the damage has been compensated by a third party, including a motor insurer.

## **9. BTA'S OBLIGATIONS AND RIGHTS**

**9.1.** BTA is obliged to:

**9.1.1.** arrange an inspection of the damage to the vehicle as soon as possible after being notified of the damage;

**9.1.2.** make a decision as soon as possible after receiving the circumstances of the loss or damage, the amount of the loss or damage and the information and documents (including the repair estimate) necessary for payment of the insurance indemnity, whether or not to recognise the loss or damage as an insured event;

**9.1.3.** if the event is recognised as an insured event, make a decision on the amount of the loss or damage within 10 working days of receiving the information and documents (including repair estimates) necessary to determine the circumstances of the loss or damage and its extent and to pay the insurance indemnity;

**9.1.4.** in the case of theft/robbery, make a decision on the amount of the loss or damage within one month of receipt of the information and documents (including repair estimates) necessary to determine the circumstances of the loss or damage and its extent and to pay the insurance indemnity;

**9.1.5.** give reasons for its decisions in such a way that the recipient of the information understands the reasons for the decision and the evidence and circumstances on which it is based, and also understands the BTA's interpretation;

**9.1.6.** immediately inform the policyholder of the documents not submitted;

**9.1.7.** BTA has the right to recover from the policyholder the difference in premiums due to an increase in the probability of the insurance risk (e.g., change in the area of use, increase in engine capacity, vehicle conversion, etc.) retroactively from the date of the increase in the probability of the insurance risk. If the policyholder does not agree to an increase in the premium, BTA has the right to cancel the insurance contract in accordance with the procedure laid down by law.

## **10. RELEASE OF BTA FROM OBLIGATION TO PERFORM INSURANCE CONTRACT**

**10.1.** BTA will be released from its obligation to perform the insurance contract in whole or in part if:

**10.1.1.** the policyholder intentionally or through gross negligence breached at least one of the obligations laid down in the insurance contract and the breach of the obligation had an effect on the occurrence of the loss or damage, the amount of the loss or damage or the determination of the extent of the obligation to comply with the BTA;

**10.1.2.** the driver was under the influence of alcohol and/or drugs and/or psychotropic substances at the time the damage occurred or refused to have their intoxication ascertained immediately after the accident. Similarly, the damage will not be indemnified if the driver was under the influence of alcohol, drugs or psychotropic substances after the damage occurred but before the arrival of the police or before the proposal to determine intoxication was made;

**10.1.3.** the driver left the scene of the road accident, thereby breaching effective legislation;

**10.1.4.** the policyholder has breached the obligation to notify of an increase in the probability of an insured risk or the prohibition on increasing the probability of an insured risk;

**10.1.5.** the driver exceeded the speed limit on the section of the road concerned and that speeding was causally linked to the damage or the extent of the damage;

**10.1.6.** the driver broke the rules for crossing a railway crossing;

**10.1.7.** the driver did not have the right to drive the relevant category of vehicle at the time of the road accident;

**10.1.8.** the policyholder committed or contributed to the commission of a crime with the vehicle;

**10.1.9.** the driver was in breach of the terms of the AETR (European Agreement Concerning the Work of Crews of Vehicles Engaged in International Road Transport) and of the legislation on working time

and rest periods governing the driver's activities in the 48 hours before the accident;

**10.1.10.** the policyholder, following the theft or robbery of the vehicle, did not provide BTA with the vehicle registration certificate and/or any vehicle keys provided by the manufacturer with the vehicle, unless they were handed over to law enforcement authorities. In this case, BTA has the right to reduce the insurance indemnity by 50%;

**10.1.11.** compensation for damage or costs is provided for under motor insurance, including compulsory insurance, or the obligation to compensate for damage or costs is borne by a third party.

## **11. GENERAL PRINCIPLES**

**11.1.** The ways in which the damage caused by a comprehensive insurance event are indemnified are compensation for the recovery expenses of the damaged vehicle or a monetary indemnity from which the deductible and the insurance premiums that have fallen due are subtracted.

**11.2.** If the restoration of the vehicle is economically and technically feasible and BTA accepts the method and place of repair chosen by the policyholder, BTA will issue a letter of guarantee to the policyholder. The issue of a letter of guarantee does not imply that the work has been ordered by BTA or that BTA assumes responsibility for the quality of the work performed.

**11.3.** During the period of validity of the general warranty of the vehicle, the cost of the vehicle's repair at the manufacturer's authorised representative will be indemnified. After the expiry of the general guarantee, the cost of restoring the vehicle at the manufacturer's authorised representative will be indemnified only if there is additional cover, as indicated in the policy.

**11.3.1.** The manufacturer's paint warranty and the bodywork warranty after the expiry of the general warranty period, and any additional warranty given by an automobile sales company or an agency, if its content is not identical to the general warranty, are not considered as general warranty.

**11.4.** In the event that BTA and the policyholder fail to reach an agreement on the manner or place of restoration of the vehicle, BTA will pay a financial compensation corresponding to the justified and reasonable costs necessary for the restoration of the vehicle, based on the cost of repair accepted by BTA.

**11.5.** When restoring the vehicle, BTA has the right to require the use of parts with a degree of wear appropriate to the age and technical condition of the vehicle.

**11.6.** If it is not economically viable to restore the vehicle and/or the vehicle has been destroyed, a monetary indemnity will be paid out.

**11.7.** If it is technically feasible to restore the vehicle, BTA is entitled to indemnify the costs of restoring the vehicle instead of a monetary indemnity.

**11.8.** A vehicle is deemed to have been destroyed and/or restoring the vehicle is economically impractical if the cost of repairing it exceeds 70% of the vehicle's normal market value at the time of the insured event. BTA has the right to consider the vehicle destroyed and/or the restoration of the vehicle economically impractical if the cost of its restoration exceeds 50% of the vehicle's normal market value at the time of the insured event.

**11.9.** If it is economically impractical to restore the vehicle, the market value of the vehicle at the time of the insured event is established, from which the deductible and the residual value of the vehicle are deducted if the beneficiary or the policyholder has chosen to keep the vehicle. If the residual value of the vehicle is transferred to BTA, the beneficiary or policyholder will also be reimbursed for the residual value of the vehicle. The remains of the vehicle will transfer to BTA at the moment of transfer of the remains. When the remains of the vehicle are transferred to BTA, the vehicle must be handed over in the same completeness as at the time the insurance contract was formalised, i.e. the tyres, alloy wheels, etc. are included in the price of the vehicle. The completeness of the vehicle indicated in the contract for sale is considered in the case of an event of new-value insurance.

**11.10.** In the case of theft, robbery or destruction of accessories, the maximum amount insured is the amount stated in the policy.

**11.11.** Value added tax is not included in the amount of damage to the extent that the person entitled to the indemnity is entitled to a refund or set-off, unless otherwise specified in the policy.

**11.12.** In the case of an insured event, BTA will indemnify the costs of roadside assistance and transport of the vehicle to the nearest repair workshop, if this is necessary given the type of damage to the vehicle, economically justified and the policyholder has not selected the additional cover of BTA roadside assistance. Up to EUR 3,000 will be indemnified in the case of lorries, trailers, buses and vans (that weigh over 3.5 tons).