

CASCO INSURANCE

Terms and conditions No. A6-03

Effective as of 10.06.2020.

BTA Baltic Insurance Company AAS Estonian branch enters into casco insurance contracts on the basis of these Terms and Conditions and the General Terms and Conditions effective at the time the contract is entered into, which can be found at www.bta.ee/ee.

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1. DEFINITIONS OF TERM USED IN INSURANCE CONTRACT

BTA – the Estonian branch of BTA Baltic Insurance Company AAS.

Traffic Accident – an event where proprietary damage is caused to the Vehicle or a person is injured or killed as a result of at least one vehicle driving on or off the road.

Accessories – devices and equipment permanently mounted on the Vehicle.

Natural Disaster – the Vehicle sustaining damage due to a natural threat, such as flood, cyclone, hurricane, heat wave, landslide, forest fire or similar.

Unauthorised Use – unauthorised temporary use of the insured object without appropriation being the objective.

Long-term Process – the damage occurred as a result of long-term effect.

Robbery – taking the insured object illegally with violence in order to appropriate it.

Vehicle – a vehicle or trailer subject to registration in the Traffic Register of the Road Administration.

Normal Use of the Vehicle – use of the Vehicle not related to giving the insured Vehicle on rent or hire (excluding operating or finance lease if the policyholder is also the lessee), the use of the Vehicle as a training vehicle, provision of taxi or ride share services, use of the Vehicle as an alarm vehicle or the patrol vehicle of a security company.

Vehicle Key – any mechanical or electronic keys, cards, remote keys and any other devices used for unlocking the vehicle or operating its security and/or alarm devices that were part of the vehicle configuration at the time the insurance contract was entered into.

Road – officially opened road for vehicle usage and public usage.

Manufacturer – the factory where the Vehicle was manufactured.

Authorised Representative of Manufacturer/Repair Shop – provider of motor vehicle repair and maintenance service that operates in the marketing system established with the supplier of motor vehicles.

Fire – the Vehicle sustaining damage as a result of a fire (incl. smoke, soot, and/or the process of fire extinguishing) or explosion (incl. explosion of an explosive).

Vandalism – damaged caused intentionally to the Vehicle by a person not related to the policyholder.

Theft – taking the insured object illegally in order to appropriate it.

2. INSURED OBJECT

2.1. The insured object is the Vehicle specified in the insurance contract as it was upon entry into the insurance contract.

2.2. The following is insured with the Vehicle:

2.2.1. the Accessories mounted by the Manufacturer of the Vehicle or its authorised distributor is an insured object irrespectively of whether it is specified in the policy;

2.2.2. the Accessories mounted after the first sale of the Vehicle irrespectively of who mounted them, which are specified in the Policy, are insured for up to 1,300 euros;

- 2.3.** The Vehicle must be presented to BTA for inspection and an additional agreement must be entered into in order to insure the Accessories mounted on the Vehicle during the insurance period if its value is more than 20% of the sum insured of the insured Accessories.
- 2.4.** The following are not insured objects:
- 2.4.1.** rallying or racing equipment and details mounted on the Vehicle after its first sale or equipment and details mounted in a manner that breaches the technical requirements established for Vehicles;
 - 2.4.2.** tools (excl. the repair kit provided with the Vehicle by the Manufacturer), equipment, spare parts, driving clothes, helmet and materials kept in the Vehicle;
 - 2.4.3.** goods transported with the Vehicle;
 - 2.4.4.** tent of the Vehicle.

3. EXTENDED INSURANCE

3.1. BTA roadside assistance

- 3.1.1.** Breakdown assistance is provided to vehicles with a gross vehicle mass of up to 3,500 kg.
- 3.1.2.** A roadside assistance event is an unexpected breakdown of or damage to the Vehicle that renders the operation of the Vehicle impossible or impermissible under the traffic requirements of the country of location, or the event where the Vehicle unexpectedly runs out fuel.
- 3.1.3.** Deductible is not applied to the provision of the service in the case of a roadside assistance event.
- 3.1.4.** BTA guarantees the necessary breakdown assistance services in the case of a breakdown assistance event, but will not indemnify the cost of motor fuel and the materials and spare parts used for repairing the Vehicle, and service which is not provided from BTA.
- 3.1.5.** In the case of a roadside assistance event, the possessor of the Vehicle is obliged to:
 - 3.1.5.1.** immediately call the telephone number given in the policy, give their first name and surname and telephone number, the make, model and licence plate number of the Vehicle and the location and condition of the Vehicle;
 - 3.1.5.2.** follow the instructions given by BTA;
 - 3.1.5.3.** hand the keys of the Vehicle over to the authorised representative of BTA. if the Vehicle is towed,
- 3.1.6.** BTA roadside assistance covers:
 - 3.1.6.1.** telephone consultations 24 hours a day in the event of a Vehicle breakdown;
 - 3.1.6.2.** the arrival of a specialist;
 - 3.1.6.3.** identification of the cause of the Vehicle breakdown;
 - 3.1.6.4.** starting the engine by booster cables;
 - 3.1.6.5.** replacement of the damaged wheel with the spare wheel in the Vehicle;
 - 3.1.6.6.** delivery of motor fuel if the Vehicle unexpectedly ran out of fuel;
 - 3.1.6.7.** repair of the anti-theft equipment;
 - 3.1.6.8.** opening of jammed doors;
 - 3.1.6.9.** unlocking of automatic transmission;
 - 3.1.6.10.** repairs possible in the road conditions (for example, replacement of shattered glass with film), repair of a leak in the cooling system or adding fluid, defrosting of a door lock, tightening of engine belts, fastening of bumpers, exhaust system or other parts and other minor repairs;
 - 3.1.6.11.** towing of the insured Vehicle if using the Vehicle due to the identified fault is impossible or not permitted according to the traffic regulations of the country of location;
 - 3.1.6.12.** towing of the Vehicle to the nearest Repair Workshop of the Authorised Representative of the Manufacturer during working hours, or to the guarded car park nearest to the Repair Workshop outside working hours if the fault in the Vehicle has been identified and the Vehicle is covered by the Manufacturer's warranty;
 - 3.1.6.13.** towing of the Vehicle to the nearest Repair Workshop if the fault in the Vehicle has been identified and the Vehicle is not covered by the Manufacturer's warranty;
 - 3.1.6.14.** replacement of the vehicle which does not exceed the level of a compact car within 24 hours of the moment when the fact of breakdown was identified for time to eliminate breakdown but not more than 3 days in accordance with the terms and conditions of the car rental service provider determined by BTA, if the insured Vehicle cannot be used in traffic and only if the Vehicle is towed to a repair workshop pursuant to clause 3.1.6.11. BTA only provides this service if the authorised representative of BTA has determined, after the Vehicle was towed, that the Vehicle cannot be repaired within 1 working day;
 - 3.1.6.15.** transportation of the driver and passengers, but not more than nine people in total, to the place determined by the possessor of the Vehicle, which is not farther than 60 kilometres from the place where the Vehicle breakdown was identified, if the Vehicle is transport to a Repair Workshop;

- 3.1.6.16.** a telephone consultation on how to report a Traffic Accident is provided;
- 3.1.7.** The following restrictions have been established for the services provided within the framework of BTA car assistance:
 - 3.1.7.1.** If the event of car assistance occurs outside the territory of the Republic of Estonia and BTA can provide the necessary service BTA guarantees the provision of all car assistance services in the total amount of up to 500 EUR. The provision of services is guaranteed if these services are provided successively for a short period of time;
 - 3.1.7.2.** If the car assistance case occurs outside the territory of the Republic of Estonia and BTA cannot provide the necessary service, BTA shall pay the justified costs incurred for the provision of services in the total amount of up to 500 EUR on the basis of submitted cost documents. Reimbursement of services is guaranteed if the client has registered the case with a BTA representative and BTA representative has confirmed it.
- 3.1.8.** Having received the notice of a roadside assistance event, BTA assesses the information received and, if necessary, the situation at the place where the Vehicle's breakdown was identified and makes the decision on guaranteeing the relevant service as soon as possible;
- 3.1.9.** BTA does not guarantee roadside assistance:
 - 3.1.9.1.** if provision of the service is prohibited due to the actions of the law enforcement agencies acting within the scope of their authorities;
 - 3.1.9.2.** the event was caused by a defect of the Vehicle and BTA warned the legal possessor of the Vehicle (orally by telephone or in writing) that it must be repaired before the service was applied for, but the defect of the Vehicle was not repaired;
 - 3.1.9.3.** the event was caused by a defect in the Vehicle and the roadside assistance service provided by BTA has been used for repairing the defect within the last 30 days;
 - 3.1.9.4.** if the Vehicle is stuck or cannot move due to another obstacle in a place where driving the Vehicle is prohibited (example reservoir, ditch) and the Vehicle cannot therefore be released. The above does not apply if the Vehicle is in such condition due to a Traffic Accident;
 - 3.1.9.5.** if the Vehicle broke down because it was used for any competitions or sports training;
 - 3.1.9.6.** the services specified in clauses 3.1.6.11, 3.1.6.15 and 3.1.6.16 are not provided if the possessor of the Vehicle cannot drive the Vehicle because they were under the influence of alcohol, narcotic and psychotropic substances;
 - 3.1.9.7.** if the accident occurred when driving a Vehicle that was technically not in order, the use of which is prohibited by the Traffic Act;
 - 3.1.9.8.** if the obligations of the possessor of the Vehicle specified in clause 3.1.5. have not been complied with.

3.2. Insurance of replacement vehicle

- 3.2.1.** Replacement vehicle insurance can be chosen for passenger cars and vans with a gross vehicle mass of up to 3,500 kg.
- 3.2.2.** In the case of replacement vehicle insurance, BTA indemnifies the replacement vehicle rental expenses upon the occurrence of an insured event specified in clause 4 to the extent of the selected limit or the limit of public transport expenses if the Vehicle may not be used in traffic pursuant to legislation or due to the destruction of the Vehicle, in accordance with the following terms and conditions:
 - 3.2.2.1.** if damage to the Vehicle does not allow for the Vehicle to be used, the replacement vehicle rental/public transport expenses will be indemnified for 21 day as of the first day after BTA received the report of the insured event and receipt of the confirmation of BTA about this;
 - 3.2.2.2.** if damage to the Vehicle allows for the Vehicle to be used, the replacement vehicle rental expenses will be indemnified for 21 day as of the first day after the repair work has started at the Repair Workshop accepted by BTA. BTA's obligation to reimburse the rental cost of the replacement vehicle expires from the next day after the justified repair work of the insured vehicle has been completed;
 - 3.2.2.3.** if the vehicle is robbed or stolen, vehicle repairing is not economically viable or vehicle is destroyed, the replacement vehicle rental expenses will be indemnified for 21 day as of the first day after BTA received the report of the insured event and receipt of the confirmation of BTA about this, but not more than marked on policy and no longer than the day of payment of the compensation.
- 3.2.3.** BTA indemnifies the replacement vehicle rental expenses, but in an amount that does not exceed the maximum amount specified for indemnification of this risk for a day to an extent of up to 21 calendar days per insured event and for not more than 3 insured events during the entire insurance period.

3.3. New-value insurance

- 3.3.1.** In the case of new-value insurance, BTA will indemnify the purchase price of the insured Vehicle upon the occurrence of an insured event specified in clause 4. Damage is indemnified under new-value insurance on the basis of the purchase document if restoration of the Vehicle is economically unreasonable by the clause 12.7.
- 3.3.2.** The new-value insurance of the Vehicle is effective if all of the following conditions have been met:
 - 3.3.2.1.** the Vehicle has belonged to a single owner since its first registration or to a single lessee in the case of finance or operating lease;
 - 3.3.2.2.** the Vehicle was purchased from the authorised distributor of the manufacturer;
 - 3.3.2.3.** not more than 1 year has passed since the first registration of the Vehicle by the time the insured event occurred;
 - 3.3.2.4.** the Vehicle has only been in normal use during the insurance period;
 - 3.3.2.5.** the kilometrage of the Vehicle does not exceed 30,000 km at the time of occurrence of the insured event.

3.4. Description of personal belongings

- 3.4.1.** Insurance cover for personal belongings can be selected if the insured object is a passenger car, truck or van.
- 3.4.2.** An insured event means damage caused to or destruction of personal belongings as a result of an insured event described in clause 4 of these Terms and Conditions, or belongings illegal acquiring by third side person by theft or robbery.
 - 3.4.2.1.** In the case of theft or robbery of personal belongings the damage will only be indemnified if the items of personal belongings were in the locked luggage compartment of the Vehicle or hidden in the passenger compartment and the Vehicle was broken into by way of removing an obstacle (excl. Robbery).
- 3.4.3.** Personal belongings are the personal items of the policyholder and/or the users of the Vehicle, such as sports equipment, clothes and other commodities.
- 3.4.4.** Items made of precious metals, collections, antiques, manuscripts, money and securities, documents, photographs, plans and drawings, and tools are not subject to indemnification.
- 3.4.5.** BTA will indemnify the personal belongings in the Vehicle to the extent of the sum insured specified in the policy, but for not more than 300 euros for one object.
- 3.4.6.** The provisions of underinsurance are not applied to indemnification on the basis of insurance of personal belongings.

3.5. Insurance of residual value of lease

- 3.5.1.** Only the value of the Vehicle under the lease agreement immediately before the occurrence of the insured event, which does not include any other possible monetary obligations of the lessee to the lessor, including interest, overdue lease payments, contractual penalties, expenses related to the lease or payments, is deemed to be the residual value of the Vehicle under the lease agreement.
- 3.5.2.** The amount of damage is equal to the value under the lease agreement immediately before the occurrence of the insured event, but does not exceed 20% of the market value of the Vehicle if all of the following terms and conditions have been complied with:
 - 3.5.2.1.** no more than five years have passed from the first registration of the Vehicle;
 - 3.5.2.2.** the Vehicle has only been in Normal Use during the insurance period;
 - 3.5.2.3.** the residual value of the leased Vehicle does not exceed 40,000 euros when the insurance contracts for passenger cars, vans and trucks are entered into and the market value of the Vehicle immediately before the occurrence of the insured event is smaller than the residual value of the Vehicle under the lease agreement immediately before the occurrence of the insured event;
 - 3.5.2.4.** the lessor is a bank registered in the Republic of Estonia or a branch thereof or a leasing company belonging to said bank or its branch.

3.6. Insurance of legal expenses

- 3.6.1.** In the case of insurance of legal expenses, BTA will indemnify the legal expenses related to an insured event specified in clause 4 of these terms and conditions if such an insured event occurs.
- 3.6.2.** The following legal expenses incurred in relation to a Traffic Accident are indemnified:
 - 3.6.2.1.** expenses for legal aid in misdemeanour or criminal proceedings initiated in relation to the Traffic Accident;
 - 3.6.2.2.** the cost of disputing the decision of the motor insurer of the other driver who was involved in the Traffic Accident.
- 3.6.3.** The selected sum insured, which is noted on the policy, is the sum insured of the insurance of legal expenses.
- 3.6.4.** Deductible if 125 euros.
- 3.6.5.** Legal expenses are indemnified on the condition that said expenses were approved by BTA.

3.7. Loss adjustment without deductible

3.7.1. The policyholder has the right to indemnification without deductible for one insured event during the insurance period on the condition that the damage occurred in the course of a Traffic Accident in which another vehicle was involved and the relevant Traffic Accident has been reported and registered according to legislation.

3.8. Repair of the Vehicle at representation authorised by the Manufacturer

3.8.1. In the event of an insured event, the Vehicle is repaired at the workshop of the representative authorised by the Manufacturer also after the expiry of the warranty and new original spare parts are used for repairs.

3.8.2. If the category B and second hand spare parts used in previous repairs of the Vehicle must be replaced, then equivalent spare parts will be used.

3.9. Loading damage insurance

3.9.1. The damage caused to or the destruction of the Vehicle in relation to the loading or unloading or cargo or a load is indemnified under loading damage insurance.

3.9.2. The deductible specified in the policy is applied upon the occurrence of an event insured under loading damage insurance.

3.10. Replacement trailer insurance

3.10.1. The replacement trailer insurance covers a trailer the technical condition and equipment of which complies with legal requirem. Policyholder must not be noted on the registration certificate of the trailer.

3.10.2. The replacement trailer insurance is in effect for as long as the trailer is hooked to the insured Vehicle. The trailer is not an insured object before it is hooked to the Vehicle and after it is unhooked from the Vehicle (excl. if the trailer has become separated from the Vehicle as a result of an insured event and the damage occurs immediately thereafter).

3.10.3. In the case of replacement trailer insurance, the damage caused as a result of the events specified in clause 4 of these terms and conditions will be indemnified on the following terms and conditions:

3.10.3.1. in the case of an insured event involving a trailer, the insurance indemnity will be paid out to the beneficiary;

3.10.3.2. if the Vehicle and the trailer are insured with the same insurance contract, a one-off, larger indemnity is applied in the case of an insured event;

3.10.3.3. in the case of an insured event involving a replacement trailer, it must be possible to prove by documentary evidence that the trailer was hooked to the insured Vehicle before the loss event occurred.

3.10.4. By replacement trailer insurance the goods in the trailer is not indemnified.

3.10.5. The maximum sum insured indemnified under replacement trailer insurance is stipulated in the policy. Underinsurance will not be considered in the case of an insured event involving a replacement traile.

3.11. Accident insurance

3.11.1. In the case of accident insurance, the insured persons are the driver and passengers of the vehicle specified in the insurance contract.

3.11.2. Accident insurance event is an accident while traveling on the road, in which participated a vehicle specified in the insurance contract and as a result of which is a damage to the life and health of the insured persons occured.

3.11.3. In the insurance event of an accident insurance the indemnity is covered by pain compensation and/or financial compensation for permanent disability or death in accordance with these terms and conditions within the sum insured specified in the policy.

3.11.4. In case of pain compensation, the indemnity is calculated according to trauma of insured person received as a result of the insured event and the percentages of the indemnity shown in the table below, which are calculated from the sum insured for the accident specified in the policy.

No	Injury	Compensation %
1	Skull fracture	10
2	Brain concussion, if hospital treatment lasts for at least 2 days	3
3	Traumatic bleeding into the brain and its membranes	10
4	The brain crushing	30
5	Femoral fracture without bone dislocation	5
6	Femoral fracture with bone dislocation	8
7	Fracture of the bones forming the knee joint	5
8	Fracture of tibia or fibula without dislocation	5
9	Fracture of tibia or fibula	8
10	Fracture of the bone forming the humerus, forearm or elbow joint	5
11	Pelvic bone fracture	5
12	Fracture of the neck or head of the hip joint	10
13	Heel fracture	5
14	Fracture of the thumbs – for everyone	1
15	Fracture of the finger, toe or wrist – for everyone	2
16	Tendon rupture	3
17	Collarbone fracture	5
18	Internal organs concussion	5
19	Fracture of the vertebra – for everyone	5
20	Vertebral fracture with spinal cord injury	15
21	Rib break – for each rib	1
22	Nasal and facial fractures	2

- 3.11.5.** If the insured person has suffered one or more of the following injuries as a result of the insured event, BTA shall pay the insurance indemnity for permanent disability in accordance with the rates of payment of the insurance indemnity, but not more than 100% of all injuries:
- 3.11.5.1.** 100% - complete deafness of both ears, amputation of the mandible, complete irreversible loss of speech, complete and irreversible loss of vision (from both eyes), loss of two limbs;
 - 3.11.5.2.** 50% - complete and irreversible loss of vision (from one eye), complete loss of visual eye, partial amputation of the mandible, complete deafness of one ear, loss of flat of the foot, loss of foot, complete loss of hip mass or complete loss of both legs mass (incurable), loss of arm blade, loss of arm;
 - 3.11.5.3.** 25% - loss of thumb, finger or toe.
- 3.11.6.** Insurance indemnity for permanent disability is not paid if:
- 3.11.6.1.** permanent disability occurs later than one year after the insured event;
 - 3.11.6.2.** the accident resulting in the permanent disability results in death within one year from the date of the accident.
- 3.11.7.** If the insured person dies due to bodily injuries after insured event within three years as of the occurrence of the accident, BTA will indemnify 100% of the sum insured specified in the policy.
- 3.11.8.** In the event of the death of insured person, the insurance indemnity paid shall be reduced by the insurance indemnity paid previously for the same insured event.
- 3.11.9.** Insured persons (in case of death heirs of insured person) are obligated to fulfill all the following conditions in order to receive insurance indemnity from BTA:
- 3.11.9.1.** in the event of an insured event, a doctor must be consulted immediately and the doctor's prescriptions must be complied with; and
 - 3.11.9.2.** notify BTA of the occurrence of the insured event as soon as possible. The insured person has the right to authorize a third party to submit a written statement regarding the occurrence of the accident, but in this case the insured person is responsible for the completeness, truthfulness and accuracy of the provided information by that person;
- 3.11.10.** The insured person is obliged to submit to BTA after the accident:
- 3.11.10.1.** a medical history issued by a medical institution together with a diagnosis of the insured person;
 - 3.11.10.2.** in the event of the death of insured person, an extract of the death certificate or a copy thereof and a document confirming the right to receive the insurance benefit;
 - 3.11.10.3.** other documents regarding the insured event that BTA has deemed necessary in determining the loss and determining the amount of indemnity.

4. TYPES OF INSURANCE CONTRACT AND INSURED EVENTS

- 4.1.** Vehicle insurance contract is entered into either as a casco insurance contract or partial casco insurance contract according to the contract type specified in the policy.
- 4.2.** In the case of a casco insurance agreement, an insured event means the unexpected and unforeseeable damage of the Vehicle, including a Traffic Accident, Natural Disaster, Fire, Vandalism, Theft, Robbery, except for the events excluded in clause 4.5.
- 4.3.** In the case of a partial casco insurance agreement, an insured event means the unexpected and unforeseeable damage of the Vehicle, including a Traffic Accident, Natural Disaster, Fire, except for the events excluded in clause 4.5 and Vandalism, Theft, Robbery.
- 4.4.** The additional insurance in clause 3 is a part of the insurance contract and insured events if the respective agreement is separately noted on the policy.
- 4.5.** The following are not considered as insured events and the following damage is not subject to indemnification:
 - 4.5.1.** events that occurred outside the insurance territory specified in the insurance policy;
 - 4.5.2.** if BTA was not properly notified of the transfer of the Vehicle and the insured event occurs more than 30 days after the time when BTA should have received the relevant notice;
 - 4.5.3.** which is subject to elimination on the basis of the warranty granted to the Vehicle by the Manufacturer, the Authorised Representative of the Manufacturer or the repair company;
 - 4.5.4.** which was caused by an unfastened load or baggage in or on the Vehicle;
 - 4.5.5.** which is caused by pets in the Vehicle which belongs to policyholder or persons treated as equivalent to the policyholder;
 - 4.5.6.** sustained due to the Vehicle's participation in a race, training, test or endurance run;
 - 4.5.7.** damage that occurred in the territory of an airfield closed for public traffic; damage caused to the vehicle by off-road use (for example, in coastland, forests, water, marshlands, etc.) or if the damage was sustained in a territory closed for traffic with traffic control devices or in a place not intended for traffic;
 - 4.5.8.** caused to the vehicle in a place where the use of the vehicle (driving or starting) was not reasonable in view of the current road conditions, such as deep water, sand, dirt or snow;
 - 4.5.9.** caused by the sinking of the vehicle through ice on an ice road which was not open to public use by the Administration;
 - 4.5.10.** which was caused to the Vehicle by water, snow, mud or other matter getting into the engine, gearbox or other equipment;
 - 4.5.11.** which was caused by poor quality oil, inadequate quantity or circulation of brake, clutch or cooling fluid in the Vehicle's engine, equipment, gearbox, transmission or cooling system, also if unsuitable oil or fluid was used; also damage caused by the use of low quality fuel and damage caused by fuel or other fluid (including oil) that leaked or disappeared from the vehicle;
 - 4.5.12.** which was caused by freezing, boiling, overheating, corrosion, mould or another Long-term Process and/or damages caused to the vehicle before damages caused by insurance event;
 - 4.5.13.** which was caused to the Vehicle during its maintenance or repair or cleaning, including when the Vehicle was cleaned of snow, washing of the Vehicle in a manual or automatic car wash;
 - 4.5.14.** which was caused by a structural defect, poor workmanship or material, wear and tear (incl. wear during the time when the Vehicle was stolen or robbed), poor maintenance, careless or unskilful handling, rebuilding of the vehicle, breach of the requirements of use established by the Manufacturer of the Vehicle;
 - 4.5.15.** which arises from a technical fault or poor repairs if the Vehicle has previously been declared fully destroyed by an insurance company or authority. This provision is also applied if the relevant decision was made by an insurance company or authority located in a foreign state;
 - 4.5.16.** which arises from damage to the equipment or detail that caused the Traffic Accident or the Fire;
 - 4.5.17.** which arises from a technical fault of the Vehicle, also damage caused by a technical fault in the Vehicle's feed system (turbo-charger, compressor, cooling system, pump and battery); exhaust system (incl. catalytic converter); air cooling equipment; indicator; sensor; suspension; wheel bearing; brake disk, pad or caliper;
 - 4.5.18.** which was caused by charging the battery if the safety requirements for battery charging were not complied with;
 - 4.5.19.** which occurred in the suspension parts of the Vehicle such as shock absorbers, springs, ball bearings, etc., except when simultaneous deformation occurred in other parts of the Vehicle;
 - 4.5.20.** which was caused by overloading any equipment in the Vehicle during operation;
 - 4.5.21.** which was caused by the use of the Vehicle for loading and/or lifting, unless otherwise agreed in the insurance contract;
 - 4.5.22.** which was sustained as a result of a Traffic Accident if the Vehicle was used in traffic in such a

- technical condition (incl. the condition of the tyres) in which using a vehicle in traffic is not permitted by legislation and this was a causal link to the emergence of the damage;
- 4.5.23.** in relation to tyre damage if no other damage to the Vehicle that is subject to indemnity was associated with this, excl. Vandalism;
 - 4.5.24.** Result from fraud (such as theft of the vehicle by third parties), misappropriation or extortion, or damage to the vehicle as a result of the above events;
 - 4.5.25.** which was caused to the vehicle's by the legal possessor thereof or with his knowledge by way of Theft or Robbery of parts removed or dismounted from the Vehicle;
 - 4.5.26.** which has arisen as a result of theft or robbery of the vehicle and/or its insured parts or as a result of unauthorized use of the vehicle if:
 - 4.5.26.1.** the key was left in the vehicle;
 - 4.5.26.2.** the police had not been informed;
 - 4.5.26.3.** the vehicle key was stolen or lost during the insurance period but the policyholder or the insured person did not immediately notify BTA and did not take the necessary measures to ensure the safety of the vehicle – the vehicle was not taken to a safe place, locks or anti-theft devices were not replaced;
 - 4.5.26.4.** during the insurance period, the anti-theft device was damaged, but it was not repaired or replaced;
 - 4.5.26.5.** at the time of its commissioning, the vehicle doors were not locked and/or the anti-theft devices were not activated or were missing;
 - 4.5.26.6.** the person who stole or robbed the vehicle or participated in the offense was the policyholder, the insured person, the beneficiary or a person working under their authority;
 - 4.5.27.** which became known to the policyholder only after the policyholder regained possession of the vehicle and the occurrence of which as a result of an insured event set out in these Terms & Conditions cannot be proven by the policyholder;
 - 4.5.28.** which is related to the accelerated delivery of vehicle parts and/or damage related to faster repair work than the nominal time;
 - 4.5.29.** which was caused by non-standard rebuilding of the Vehicle (incl. an increase of engine power) unless otherwise specified in the policy, as well as damage related to the modification of the Vehicle or a part thereof (incl. tuning).

5. RELEASE OF BTA FROM OBLIGATION TO PERFORM INSURANCE CONTRACT

- 5.1.** BTA will be released from the obligation to perform the insurance contract in part or in full if:
 - 5.1.1.** the policyholder deliberately or due to gross negligence violated at least one of the obligations provided for in the insurance contract and the violation of the obligation had an impact on the emergence damage or the extent thereof or on the determination of the extent of BTA's performance obligation;
 - 5.1.2.** the policyholder violates the obligation to notify insurer of the increase in the possibility of insurance risk or the prohibition to increase the possibility of insurance risk;
 - 5.1.3.** at the time the damage emerged, the Vehicle's driver was under the influence of alcohol, narcotic or psychotropic substances or refused to determine the state of intoxication immediately after the damage emerged. The latter is treated equally to the situation where the driver of the Vehicle is under the influence of alcohol, narcotic or psychotropic substances at the moment of damage. Damage is also not subject to indemnification if the driver of the Vehicle used alcohol, narcotic or psychotropic substances after the damage was sustained, but before the arrival of the police or before they were offered to determine their state of intoxication;
 - 5.1.4.** the driver of the Vehicle left the scene of the Traffic Accident, violating effective legislation;
 - 5.1.5.** the driver of the Vehicle exceeded the speed limit effective on the given section of the road and such speeding was the causal link to the emergence of the damage or the size thereof, breached the rules of crossing a level crossing;
 - 5.1.6.** the driver violated the rules of crossing train road
 - 5.1.7.** the driver of the Vehicle did not have the right to drive a vehicle of the respective category at the time of the Traffic Accident;
 - 5.1.8.** the policyholder committed a crime with the Vehicle or was aided in the commission of a crime with the Vehicle;
 - 5.1.9.** during the last 48 hours before the Traffic Accident the driver of the Vehicle breached the terms and conditions of the AETR (European Agreement Concerning the Work of Crews of Vehicles Engaged in International Road Transport) and the legislation on rest time and work time which regulates the activities of drivers.
 - 5.1.10.** the policyholder was not presented to BTA after vehicle theft or robbery vehicle registration document

and/or all vehicle keys provided with vehicle by manufacturer, except situation if them was given to the police. If BTA is partially released from the obligation to perform the insurance contract, BTA has the right to reduce the indemnity by 50%;

- 5.1.11.** for the damage or expenses the indemnification of which is required from any mandatory insurance, including national social insurance.

6. TERRITORY OF INSURANCE

- 6.1.** BTA only has the obligation to indemnify in the case of insured events that occurred in the insurance territory specified in the policy.

7. SUM INSURED AND INSURABLE VALUE

- 7.1.** The sum insured limits the insurer's performance obligation under the contract. Any insurance indemnity paid out will not reduce the sum insured.
- 7.2.** In the case of passenger cars and vans, the sum insured is the maximum indemnity payable by BTA, which is the market value.
- 7.3.** Upon the insurance of trucks, trailers and buses, the sum insured is the maximum indemnity payable by BTA declared by policyholder upon the insurance of the Vehicle and noted in the policy.
- 7.4.** The sum insured of the alloy wheels (with tyres), audio, video multimedia and other accessories and taxi equipment is the sum insured specified in the insurance contract.
- 7.5.** The rate of indemnity applicable to the Accessories installed by the Manufacturer or the Authorised Representative of the Manufacturer is up to 20% of the sum insured of the Vehicle.
- 7.6.** Insurable value is the market value of the insured object in Estonia immediately before the occurrence of the insured event. Insurance value is the amount that must be paid to acquire a similar object.

8. DEDUCTIBLE

- 8.1.** Deductible is applied according to the policy and separately for each insured event:
- 8.1.1.** basic deductible in case of traffic accident, fire, natural disaster, vandalism and unauthorized use of the vehicle;
 - 8.1.2.** deductible in case of Theft or Robbery;
 - 8.1.3.** replacement car deductible;
 - 8.1.4.** deductible in case of glass damage;
 - 8.1.5.** deductible in the case of damage caused by a collision with an animal.
- 8.2.** The rate of deductible will be doubled in the case of an insured event of Theft/Robbery in the territory of Europe, incl. Ukraine, Russia, Belarus, but it will not be less than 30% of the damage, unless otherwise specified in the policy.
- 8.3.** Deductible is not applied to the cost of replacement or repair of the windscreen and windows of the Vehicle. The sunroof, mirrors, lights and glass roof of the Vehicle are now deemed to be glass.
- 8.4.** The damaged caused by a collision with an animal will be indemnified without the application of deductible in the case of the first such insured event. Principal deductible is applied to the damage caused by avoiding a collision with an animal.
- 8.5.** Deductible for Theft/Robbery is applied if the insured event corresponds to the risk of Theft/Robbery as well as damage to the Vehicle.
- 8.6.** The principal deductible applied is doubled if the Vehicle is repaired outside the territory of Estonia as a result of an insured event.
- 8.7.** If the damages to the Vehicle occurred at different times and independent of each other, BTA has the right to apply deductible to each insured event.
- 8.8.** BTA indemnifies the cost of recoding or replacement of the keys and remotes of the Vehicle robbed or stolen by way of breaking into a building without deductible to the extent of 600 euros. The cost of replacement of keys will be indemnified provided that none of the key sets provided by the factory were missing at the time when the insurance contract was entered into and the insured event was registered by law enforcement authorities with the initiation of proceedings regarding the incident.
- 8.9.** In the case of loss of the Vehicle keys or remotes, BTA will indemnify the cost of replacement of the lost Vehicle keys to the extent of sum marked in policy without the application of deductible. The cost of replacement of keys will be indemnified provided that none of the key sets provided by the factory were missing at the time of insurance.

9. INSURED RISK AND INCREASED PROBABILITY OF INSURED EVENT

- 9.1.** Insured risk means the threat of unexpected and unforeseeable damage to the Vehicle in respect of which the insurance contract has been entered into.

- 9.2.** After concluding the contract policyholder may not increase possibility of the insurance risk without the consent of BTA or allow it to be increased by the persons for whom he is responsible.
- 9.3.** The policyholder must immediately notify BTA of the increase in the possibility of insurance risk, unless the increase in the possibility of insurance risk was caused by a generally known circumstance which does not only affect the insurance risk of that policyholder.
- 9.4.** Circumstances that increase the insurance risk are, among others, the transfer of the insured Vehicle, loss of keys to the vehicle, loss of the Vehicle's registration documents or parts thereof, deletion of the Vehicle from the Traffic Register, change of the manner of use of the Vehicle (for example, the Vehicle is used as taxi, rental car, etc.), breakdown of the locking systems of the Vehicle, breakdown of the anti-theft equipment of the Vehicle, etc.
- 9.5.** During the insurance period BTA has the right to inspect the insured object and, in the event of an increased risk, demand that the policyholder take extra security measures and/or increase the insurance premium. The above does not exclude BTA's right to cancel the insurance contract if the policyholder does not agree to take additional security measures and/or if the insurance premium increases.

10. OBLIGATIONS OF POLICYHOLDER

- 10.1.** Before an insured event, the policyholder must:
 - 10.1.1.** explain the rights and obligations arising from the insurance contract to the persons to whose possession of use the Vehicle is given;
 - 10.1.2.** comply with the requirements of legislation, incl. the Traffic Act, when using the Vehicle;
 - 10.1.3.** not drive the Vehicle when sick, exhausted or under the influence of drugs which influence reaction speed, alcohol, narcotic or psychotropic substances;
 - 10.1.4.** must comply with the terms of AETR (European Agreement Concerning the Work of Crews of Vehicles Engaged in International Road Transport) and legislation on rest time and work time that regulates the activities of drivers when drivers of the vehicle are professional drivers;
 - 10.1.5.** upon leaving the Vehicle, close and lock the doors, windows, sunroofs of the Vehicle and, in the case of a convertible, install/retract the roof and thereafter activate all anti-theft equipment in the Vehicle,;
 - 10.1.6.** not leave the Vehicle's keys, registration documents, detachable panel of the navigation system, detachable panel of the audio/multimedia system or audio system in the Vehicle;
 - 10.1.7.** ensure that the keys and registration documents of the Vehicle are kept in such a manner that prevents third person from gaining possession of them without breaking through an obstacle or applying violence;
 - 10.1.8.** in the event of Theft, Robbery or loss of the keys of the insured Vehicle, promptly replace all locks, re-code or replace anti-theft equipment of the Vehicle. Keep the Vehicle in a safe place until the respective measures have been taken;
 - 10.1.9.** allow the representative of BTA to examine the technical condition and documents of the Vehicle at the first request;
 - 10.1.10.** notify BTA of changes made in engine power of the insured Vehicle or of any rebuilding of the Vehicle, which changes the completeness of the vehicle significantly in comparison with the time when the insurance contract was entered into.
 - 10.1.11.** notify BTA immediately of the increase in the possibility of insurance risk, unless the increase in the possibility of insurance risk was caused by a generally known circumstance which does not only affect the insurance risk of that policyholder;
 - 10.1.12.** refrain from increasing the possibility of insurance risk without the consent of BTA and ensure that the possibility of insurance risk is not increased by the persons for whom it is responsible.
- 10.2.** Upon the occurrence of an insured event, the policyholder must:
 - 10.2.1.** document the Traffic Accident in accordance with the requirements in legislation;
 - 10.2.2.** immediately inform the competent authorities (the Rescue Board, etc.) about the Vehicle catching fire;
 - 10.2.3.** immediately inform the police about the Theft, misappropriation or Robbery of the Vehicle, Vandalism or any other unlawful events and submit a petition for initiation of proceedings;
 - 10.2.4.** in the event of Theft, misappropriation or Robbery of the Vehicle, promptly deliver all the keys and registration documents of the Vehicle to BTA. A certificate will be prepared and signed by both parties upon the delivery. If the representatives of law enforcement authorities have taken them in their possession as an exception, the policyholder must prove this to BTA;
 - 10.2.5.** notify BTA of the insured event as soon as possible after becoming aware of the insured event and submit all of the information about the causes and size of the damage that are in their possession to BTA;
 - 10.2.6.** prove that an insured event occurred;
 - 10.2.7.** as soon as possible, present the damaged vehicle to BTA for inspection in the condition it is in after

the insured event, and no changes may be made to the damaged vehicle without the prior consent of BTA;

- 10.2.8.** deliver the remains of the vehicle to BTA (if the value of the Vehicle before the insured event will be indemnified) in the condition they are in after the insured event in the Republic of Estonia, unless otherwise agreed between the parties in writing (the expenses incurred by BTA outside the Republic of Estonia will be deducted from the insurance indemnity);
 - 10.2.9.** immediately delivered the record sheet of the last 48 hours (before the Traffic Accident) to BTA if a tachograph has been installed on the Vehicle.
 - 10.2.10.** Upon the occurrence of an insured event, the policyholder is obliged to make every effort to prevent an insured event and minimise any damage, avoid any increase in the probability of the insured risk and cause the persons who are deemed to be equal to the policyholder to do the same.
- 10.3.** After the insurance indemnity has been paid out, the policyholder must:
- 10.3.1.** immediately inform BTA if the Vehicle that was stolen, taken for unauthorised use or stolen is found, in writing or in a format that can be reproduced in writing, immediately notify BTA, if the Vehicle or a part thereof is found or its location becomes known, in case BTA has indemnified the Vehicle or a part of the Vehicle after the policyholder lost possession thereof. The policyholder must transfer the regained Vehicle or part thereof to BTA immediately but not later than within 10 days. If the regained Vehicle or part thereof has not been delivered to BTA within 10 days, the policyholder must repay the indemnity paid out by BTA.
 - 10.3.2.** immediately notify BTA of the indemnification of the damage by a third party, incl. the insurer that provided motor insurance.

11. RIGHTS AND OBLIGATIONS OF BTA

11.1. BTA obligations:

- 11.1.1.** must inspect the damaged Vehicle as soon as possible, but not later than within five working days of receipt of the notice of the loss event;
- 11.1.2.** must decide whether or not to acknowledge the event as an insured event as soon as possible as received the information and documents (incl. calculations of repair costs) required for specification of the circumstances of the insured event and its scope and for paying out the indemnity;
- 11.1.3.** must make the decision on the determination of the amount of the damage within 10 working days if the event has been declared an insured event and received the information and documents (incl. calculations of repair costs) required for specification of the circumstances of the insured event and its scope and for paying out the indemnity;
- 11.1.4.** in the case of Theft/Robbery must make the decision on the determination of the amount of the damage within one month of obtaining the information and documents (incl. calculations of repair costs) required for specification of the circumstances of the insured event and its scope and for paying out the indemnity;
- 11.1.5.** the decisions of BTA must be justified in such a manner that the recipient of the information understands the reasons of the decision and the evidence and circumstances that as the basis thereof and the way they have been interpreted;
- 11.1.6.** BTA must promptly notify the policyholder of the documents that have not been provided.

11.2. BTA rights:

- 11.2.1.** BTA has the right to demand that the policyholder repay the difference between insurance premiums caused by an increase in risk (incl. change in the area of use, increase of engine power, rebuilding of the vehicle, etc.) retroactively since the insurance risk increased. BTA has the right to terminate the insurance contract if the policyholder disagrees with the increase in premiums;
- 11.2.2.** in addition to clause 11.2.1. BTA has the right apply the rate of deductible upon indemnification that it would have used had it been aware of the respective risk at the moment of insurance.

12. MANNERS AND PROCEDURE OF INDEMNIFICATION

- 12.1.** The manner of indemnification is indemnification of the restoration costs of the Vehicle or a monetary indemnity, from which deductible and unpaid insurance premiums are deducted.
- 12.2.** BTA issues a letter of authorisation to the policyholder if restoration of the Vehicle with repairs is economically and technically justified and BTA accepts the manner and place selected by the policyholder for restoration of the Vehicle. The issue of a letter of guarantee does not mean that BTA orders the work or that BTA assumed liability for the quality of the performed work.
- 12.3.** The costs of the restoration repairs of the Vehicle by the Authorised Representative of the Manufacturer will be indemnified during the term of validity of the general warranty of the Vehicle. After the expiry of the general warranty, the restoration costs of the Vehicle at the repair company of the Manufacturer's

representative will be indemnified only in the case of a respective prior agreement, which is specified in the policy.

- 12.4.** If BTA and the policyholder fail to reach an agreement about the manner or place of restoration of the Vehicle, BTA pay out a monetary indemnity in the amount that corresponds to the justified and reasonable expenses required for restoration of the Vehicle on the basis of the repair costs accepted by BTA.
- 12.5.** BTA has the right to demand that the parts whose degree of wear and tear corresponds to the age and technical condition of the Vehicle are used for the restoration of the Vehicle.
- 12.6.** A monetary indemnity will be paid out if restoration of the Vehicle is not economically justified.
 - 12.6.1.** In case when technically vehicle restoration is feasible, BTA has the right to reimburse vehicle restoration cost, not monetary indemnity.
- 12.7.** The vehicle is considered to destroyed and/or restoration of vehicle is not economically justified if the cost of its repair exceeds 70% of the normal market value of the vehicle at the time of the insured event. BTA has the right to consider the vehicle to destroyed and/or the restoration of vehicle is not economically justified if the costs of its restoration exceed 50% of the normal market value of the vehicle at the time of the insured event.
- 12.8.** If restoration of the Vehicle is not economically justified, the market value of the Vehicle as at the occurrence of the insured event will be identified, for which deductible and the residual value of the Vehicle will be subtracted if the beneficiary or the policyholder has decided to keep the remains of the Vehicle. The insurance premiums outstanding as at the moment when the insured event occurred until the expiry of the insurance contract will be subtracted from the final amount irrespective of whether the due date of the insurance premium has arrived and to whom the insurance indemnity is paid out.
- 12.9.** Ownership of the insured object will transfer to BTA from the moment when possession of the insured object is transferred to BTA.
- 12.10.** Upon the transfer of the remains of the vehicle to BTA, the Vehicle must be handed over as it was at the moment the insurance contract was entered into, incl. the tyres, wheels, etc., that are included in the price of the Vehicle. In the case of an event of new-value insurance, the status of the Vehicle according to the contract of sale will be considered.
- 12.11.** In the event of Theft, Robbery or destruction of Accessories, the maximum sum insured specified in the policy is the insurance indemnity.
- 12.12.** If the vehicle has been damaged as a result of an insured event, VAT is a part of the damage indemnity if the specific condition of indemnification of damage with VAT is directly specified in the policy. If the specific condition of indemnification of damage with partial VAT is directly specified in the policy, the indemnity of damage include the partial VAT, and if in the policy is specified that VAT is not part of indemnity of damage, the damage will be compensated without VAT.
- 12.13.** If the vehicle is destroyed as a result of an insured event, the restoration of the vehicle is not economically justified or the vehicle is stolen or robbed, VAT is a part of the damage indemnity in accordance with the provisions of the VAT act.
- 12.14.** In the case of an insured event, BTA will indemnify the costs of lifting the Vehicle on the road and towing it to the nearest Repair Workshop, the costs of transporting vehicles with effective warranties to the nearest Repair Workshop of the authorised representative if this is required due to the type of damage and economically justified. Up to 3,000 euros will be indemnified in the case of trucks, buses and vans weighing over 3.5 tons and trailers.
- 12.15.** When the loss arising from damage to or destruction of the tyres or the tent is indemnified, their wear and tear and condition as of the moment of the insured event will be taken into account. Upon the replacement of the tyres or the tent that was damaged as a result of an insured event, BTA has the right to indemnify the loss resulting from the damage to the tyres or the tent as a monetary indemnity, the amount of which will be determined on the basis of the market price of tyres or tents that have worn to a similar and equivalent extent.