

*Translation from the Finnish original text which prevails in case of differences between the texts.*

## **COMPREHENSIVE MOTOR VEHICLE INSURANCE TERMS**

### **1. General**

#### **1.1 Forms of insurance**

The motor vehicle comprehensive insurance exists in three combinations. The combination entered in the insurance policy is the basic insurance. The insurance combinations are as follows:

**IngoNord Total Casco** includes the insurance against **B-** car damage, **K-** collision with a deer, **V-** intentional damage, **C-** fire, **E-** theft, **G-** the legal costs insurance and **F-** emergency road service. Additional payment **D-** windscreen. Casco insurance shall not cover risks arising from a failure to pay a scheduled instalment if the car is bought on instalment plan, leasing and interruption in the use of the car.

#### **1.2 Car servicing costs insurance**

All the combinations of insurance for cars, vans, motorcycles and caravans include the servicing costs insurance.

#### **1.3 Supplementary insurance**

When specially agreed and entered in the insurance policy, the insurance package can include the following supplementary insurances: **broken windows insurance, supplementary equipment insurance, trip interruption insurance, insurance of the contents of the touring car or caravan and insurance against fraud in connection with car rental.**

### **2. PROPERTY INSURANCE**

#### **2.1 Territorial limits of the insurance**

#### **2.2**

The insurance is valid in all the countries of Europe and outside Europe in the countries-members to the Green Card Treaty.

#### **2.2.1 Restriction regarding the territorial limits of the insurance**

**If a certain country or countries are marked or mentioned expressly in the insurance policy, the full cover of the insurance is in force only and exclusively in the mentioned countries.**

#### **2.3 Purpose of the insurance**

#### **2.4**

The purpose of the insurance is to provide cover in respect of direct material damage caused to the object of the insurance in an insured event under the present insurance terms, as well as in respect of other costs expressly mentioned herein.

### **3. OBJECT OF INSURANCE**

**3.1** The object of the insurance is a car, motorcycle, tractor or other motor vehicle together with standard equipment included in a standard car price. In these insurance terms, the term motor vehicle also refers to a towed vehicle.

**3.2** If the insurance is taken for a car bearing a temporary yellow licence plate, the object of the insurance is the car, with the license plate fixed, used in compli-

ance with the provisions of § 46 of the Regulations on motor vehicle registration.

3.3 Standard equipment mentioned under section 3.1 is the object of the insurance when contained in the car.

The same standard equipment is also the object of the fire and theft insurance when kept separate from the car in a storage place.

3.4 **No other equipment or supplementary equipment can be the object of the insurance unless expressly agreed upon and entered in the insurance policy (see section 10.2, Insurance of supplementary equipment).**

3.5 **A motor car leased without a driver can be the object of the insurance only when expressly agreed upon and entered in the insurance policy.**

3.6 Supplementary equipment or accessories of trucks, busses, special types vehicles and work vehicles or other corresponding vehicles can be the object of the insurance only when specifically agreed in the insurance contract and expressly mentioned in the insurance policy.

### 3.7 UNINSURABLE ITEMS

**Through no insurance can the following items cannot be insured:**

- mobile telephones, EDP and facsimile equipment, data carrying disks and diskettes;
- equipment intended for competitive use;
- equipment in violation of safety instructions or regulations issued by the authorities or when installed contrary to them;
- mother-of-pearl, decorative and other special paints and coatings

## 3. CLAIMS COVERED BY THE INSURANCE AND RESTRICTIONS ATTACHED

### 4.

#### 4.1 INSURANCE AGAINST DAMAGE TO THE INSURED VEHICLE

4.1.1 The insurance against damage to the insured vehicle covers direct material damage resultant from:

- car swerving or toppling over, a road slide or other sudden external causes;
- collision (collision with a deer not included)

4.1.2 The insurance against damage to the insured vehicle also covers damage or loss occurring during the transportation of the object of the insurance by other vehicles.

4.1.3 Damage caused by load tipping or dumping

The insurance covers sudden and unforeseeable damage to the insured vehicle occurring in connection with a truck unloading and threatening to topple over the whole vehicle.

Restrictions in respect of load-related damages (see section 4.6.9) do not apply in this case.

#### 4.2 INSURANCE AGAINST COLLISION WITH A DEER

The insurance against a collision with a deer covers direct damage caused by a collision with a deer.

This insurance does not cover damage caused by actions taken to avoid a collision with a deer, as they can be covered only under the insurance against damage to the insured vehicle.

#### 4.3 INSURANCE AGAINST INTENTIONAL DAMAGE

4.3.1 The insurance against intentional damage covers damage and loss caused by damaging the insured object intentionally, provided the incident can be determined in terms of time and place. Intentional damaging is an action taken with the purpose of damaging the object of the insurance. However, the insurance against intentional damage covers intentional damage only insofar as it is not covered by the fire and theft insurance.

**4.3.2 This insurance does not cover damage caused by another vehicle.**

**4.3.3 The insurance does not cover intentional damage arising out and in the course of unlawful use of a car that has been left unlocked. Neither is covered the damage inside an unlocked parked car.**

#### **4.4 FIRE INSURANCE**

4.4.1 The fire insurance covers damage to the car by:

- fire
- short-circuit in the insured object
- lightning
- explosion in the insured vehicle (not only limited to the engine)

**4.4.2 However, the fire insurance does not cover damage from a short-circuit occurring in and limited to the generator, electrical engine, battery or other electrical equipment.**

#### **4.5 INSURANCE AGAINST THEFT**

4.5.1 The insurance against theft covers damage to the insured object, provided that:

- 4.5.2
- the damage was caused by the theft of the vehicle or the vehicle's standard equipment, an attempted theft or through an unlawful use of the vehicle as defined in § 7 и 8, Chapter 28 of the Finnish penal code;
  - at the time of the offence the insured object was locked or was kept in a locked or continuously guarded storage place (see section 5) and
  - the policy holder or other insured demanded a penalty for the offence.

**In accordance with these insurance terms, the place where the vehicle or the vehicle equipment is kept is not considered locked, if the key to this place is in the possession of several persons belonging to different households.**

**If any of the above transgressions was committed by using a key, the indemnity will be paid only if the key to the insured object or the storage place has been taken into possession through house-breaking or robbery.**

4.5.2 Locking the vehicle

The vehicle is considered locked only if the vehicle's trunk is closed and locked and the ignition key and all extra keys are removed from the vehicle.

4.5.3 Report to the insurance company

The insured must immediately notify the insurance company if the person who had committed the theft was identified or the stolen property was recovered.

#### **4.6 LOSSES NOT COVERED BY THE INSURANCE**

**The insurance does not cover losses caused by:**

- 4.6.1 **Damage to the vehicle parts or mechanical structure due to faulty design, manufacturing or material, wear and tear, inadequate servicing or incompetent or careless handling.**
- 4.6.2 **Damage to the engine, gear box, transmission or cooling system of the vehicle caused by inadequate circulation of oil or cooling liquid in the lubrication or cooling system.**
- 4.6.3 **Damage to tires by burst**
- 4.6.4 **Driving on water-covered roads or areas**
- 4.6.5 **Overstraining or overloading the vehicle or parts**
- 4.6.6 **Cross-country driving if a vehicle is not designed or not intended for cross-country driving**
- 4.6.7 **Vehicle submerging under ice, except when this happens on a general-use road that meets the safety requirements imposed by the road authorities**
- 4.6.8 **An animal inside the vehicle**
- 4.6.9 **Damage to the vehicle, part or equipment caused by load or a part or equipment of the vehicle when not a direct result of the events mentioned under section 4.1-4.5**
- 4.6.10 **Frost, precipitation, corrosion or gradual dampening**
- 4.6.11 **Participation in or training for a competition in an area or on a road closed to general traffic**
- 4.6.12 **Abandoned vehicle (see section 5.3)**
- 4.6.13 **War, riots, revolution or similar circumstances or when sanctions have been imposed by the authorities in respect of the vehicle**
- 4.6.14 **Nuclear accident**

**5. DIRECTIVES IN RESPECT OF PROTECTIVE MEASURES**

Directives in respect of protective measures must be observed. Indemnity can be reduced or refused altogether on the basis of failure to observe directives in respect of protective measures (see section 6 of General agreement terms)

- 5.1 The driver of the vehicle must hold a valid driving licence issued by the authorities or be eligible for driving in terms of age. One must not drive a vehicle if one's fitness to drive can be affected by sickness, tiredness or other similar factors (see §§ 63 and 64 of the Finnish law on motor traffic).

One must not hand over the vehicle to another person to drive without verifying the person's identity and checking if he holds a valid driving licence (see § 65 of the Finnish law on motor traffic).

- 5.2 One must maintain the car in a safe condition by observing relevant rules and regulations. The vehicle must be protected from theft, intentional damage or damage.

To prevent damage or loss, the keys to the vehicle and the place where the vehicle is kept should not be kept in sight or in an unlocked place where other persons can guess or become aware of its location. This provision does not apply to damage or loss by theft as described in section 4.5.

The information section of the vehicle registration certificate, the keys to the vehicle as well as any information needed to manufacture the keys must not be kept in the vehicle.

- 5.3 A vehicle that has broken down or was damaged on the road must be transferred to a safe place as soon as possible.  
During the reported no-use period or when the vehicle is not used for a long period of time, the safety of the vehicle must be checked weekly.  
If the vehicle's locality is not accessible for normal supervision, the vehicle's safety must be nevertheless controlled by visiting the location or in some other way at least monthly.
- 5.4 Open fire must not be used in the place where the vehicle is kept. The authorities' fire safety regulations and the provisions of the regulation on inflammable liquids must be observed.
- 5.5 Only standard or authorised equipment can be used to heat up the engine, transmission or other vehicle's parts or the vehicle itself. It is prohibited to install cover between the bonnet and the engine.

The authorised equipment is as follows:

- equipment powered from the mains and authorised for the use in vehicles by the Centre of Electrical Inspection (Sähkö tarkastuskeskus), or corresponding equipment meeting the EC standards
- equipment authorised for the use in vehicles by the Centre of technical inspection (Teknillinen tarkastuskeskus) and authorised liquid and gas drive mechanisms, installed by a firm specialising in assembling works, or other corresponding equipment meeting the EC standards
- other equipment authorised by the Commission on car repairs (Autokorjaustoimikunta).
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When welding is used in repair works, the upholstery and other inflammable parts of the vehicles must be removed to a safe distance from the car; the site of the works must be equipped with a primary fire extinguishing kit and be supervised, also after the works are completed.

Only electric lighting can be used to illuminate for inspection the engine compartment, fuel tank or other parts of the vehicle.

## 5.6 **Additional safety rules to prevent insurance fraud**

1. The lessor must make sure that the lessee has a permanent residence place at a known address in Finland, for example, by inquiring the address details and, if possible, verifying them.
2. Before handing the car over, the identity of the lessee or his representative must be verified by his driving licence. A photocopy of the driving licence must be taken.
3. The leasing agreement and its extension must be executed in writing.
4. The leasing agreement must say whether the car can be taken out of Finland.

## **6. OBLIGATIONS OF THE INSURED IN CONNECTION WITH AN INSURED EVENT**

### **6.1 Preventing or restricting damage**

In the event where the loss or damage has occurred or is an imminent threat, the insured or the corresponding person (see section 8 of General insurance terms) is under the obligation to take any measures he possibly can in order to prevent or minimise the loss or damage in question.

### **6.2 Establishing damage on the site of an incident**

**When possible and if the traffic rules allow for it, the insured or the corresponding person must participate in establishing the damage on the site of the accident and contribute to establishing the cause of the damage and the party responsible for it.**

### **6.3 Reporting the damage**

**The insured or the corresponding person is under the obligation to notify the Insurance Company immediately in writing about the damage and produce for the Insurance Company all the documents and information that are of importance in the settlement of the claim.**

The Insurance Company must be provided with the possibility to inspect the damaged vehicle before the repair works.

### **6.4 Notifying the police**

**In the event of fire, theft, intentional damage or collision with a deer, the insured or the corresponding person must immediately report the damage to the local police. In the capacity of a plaintiff, the insured must demand penalty for the offence and must not withdraw his claim.**

**At request of the Insurance Company, the police investigation must be carried out in any case, and the Insurance Company must be provided with the police investigation record. The Insurance Company will refund expenses connected with the acquisition of such police investigation records.**

### **6.5 The damaged vehicle must be first taken for repairs to the nearest car-make repair shop or to the nearest authorised car repair shop.**

### **6.6 The fact that the Insurance Company has assessed the damage, chosen a repair shop or otherwise technically assessed the extent of the damage does not imply that the Insurance Company will cover the damage.**

### **6.7 Consequences of the insured's failure to fulfil his obligations**

**If the insured fails to notify the police as provided under section 6.4 or does not demand penalty for the offence when he is a plaintiff, the indemnity may be reduced or refused altogether.**

**The consequences of the insured's failure to fulfil his obligations are outlined under sections 9.1 and 9.2 of the General insurance terms.**

## **7. RULES FOR ACCESSING THE EXTENT OF DAMAGE EXTENT AND INDEMNITY PAYMENT**

## 7.1 LIMIT OF INDEMNITY

### 7.1.1 General

#### 7.1.2

The insurance provides cover in respect of direct material damage resultant from an insured event.

**The insurance does not cover depreciation, improvements or changes done in the car during the repair works, car washing or other treatments that have no connection with the damage, gasoline cost, overtime work, transportation of the vehicle by air or financial loss resultant from impossibility to use the damaged vehicle.**

#### 7.1.3

Lifting and transportation costs

#### 7.1.4

In addition to direct material damage, the insurance covers the costs of lifting the damaged vehicle back onto the road as well as the transportation of the damaged vehicle to the nearest car repair shop if it is not possible to drive the car for technical reasons, unless such costs are covered under the servicing costs insurance.

#### 7.1.3

Preventing and restricting damage

The insurance also covers reasonable expenses caused by preventing or restricting the damage or direct threat of damage.

#### 7.1.4

Loss of vehicle in the event of theft

The insurance against theft covers loss incurred directly through the loss of a vehicle, when the vehicle is not recovered within 60 days, or within 180 days if the theft occurred outside Finland, after the insurance company received a copy of the police report on the illegal acquisition of the vehicle.

#### 7.1.5

Salvage costs

The insurance against theft also covers customary reasonable costs of lifting or returning the vehicle after the insured events defined in section 4.5.

#### 7.1.6

Wear and tear

The insurance does not cover the insured object's wear and tear or used or stolen fuel.

## 7.2 CALCULATION OF INDEMNITY

### 7.2.1 Market value

#### 7.2.2

The liability of the Insurance Company in respect of direct material damage is limited to the market value of the insured object or part of it.

The market value is the cash price at which the vehicle would have been sold on the market on regular sale terms on the day of the insured event.

The market value is determined taking into account the current market price of the vehicle, the vehicle's make, condition, equipment, year of manufacture, usage, mileage and other factors that can affect the price.

When determining the vehicle's market price, the supplementary equipment is not taken into account unless this equipment is insured by the supplementary equipment insurance.

#### 7.2.2

Amount of damage

If the damage to the insured car is such as to render it beyond economical repair, the difference in the market value of the insured car immediately before and after the insured event is taken as the amount of the damage

If the damaged property can be repaired, the repairs cost or a corresponding sum of money is considered to be the amount of damage.

### 7.2.3 Repair

The damaged parts must be replaced with corresponding parts of matching condition and age if such parts are available or can be acquired without causing delay in the repair works.

The Insurance Company is not under obligation to cover the replacement of the damaged parts with new ones if the damaged parts can be repaired and put back to normal use.

### 7.2.4 Redemption at the market value

If the estimated damage exceeds the market value of the insured object by over 50%, the Insurance Company has the right to buy the insured object at its market value (see section 7.3 below).

### 7.2.5 **Redemption of a damaged car at the present-day price of a new car**

**Total Kasko insurance and Standard Kasko insurance include a benefit in the form of the redemption of the insured vehicle by the insurance company at the present-day price of a new similar car if the insured vehicle is a factory-made car, van, touring car or motorcycle.**

**In this case the upper limit of the insurance company's liability is the sale price in cash of a new vehicle of the same make and model on the day of the insured event. If the model is no longer produced, the upper limit of liability generally equals the cash price of a most closely corresponding model.**

**The indemnity will be based on the present-day price of a new car, providing that:**

- 1) **apart from one car dealer, the damaged vehicle has only been in the possession or under control of the policyholder and has been insured through the Casco insurance from the date or the due date of the registration**
- 2) **the damaged vehicle was first registered not earlier than 1 year before**
- 3) **the estimated repair costs of the damaged vehicle are at least 40 % of the cash price of a new similar vehicle or most closely corresponding model, if the original model is no longer produced.**

**Redemption at the price of a new corresponding vehicle is possible only if an identical car or a car of equivalent value is bought to replace the damaged, destroyed or lost car.**

### 7.2.6 Amount of indemnity

**The amount of indemnity is the damage covered by the insurance, minus the deductible excess, minus the sum by which the indemnity was decreased if for some reason the indemnity was reduced. When paying an indemnity, the insurance company may take into account overdue insurance premiums and other receivables.**

### 7.2.7 Value added tax

If under the tax law, the owner or holder of the vehicle has the right to a decrease or return of the value added tax included in the invoice for the goods or services affected by the damage, the value added tax will be deducted from the indemnity amount. If the right to a decrease or return of the value added tax was in force at the time of the purchase, a corresponding value added tax will be deducted if the insurance company buys the damaged car.

#### 7.2.8 Car tax, other taxes and payments

In the event when the insurance company buys the damaged insured vehicle from the insured, a reduced or returned car tax payable if the vehicle were sold on the day of the insured event will be deducted from the redemption price.

When the redemption price is based on the present-day value of a new car, a full amount of the reduced or returned car tax will be deducted from the redemption sum.

The insurance does not pay a separate indemnity for the vehicle tax or any other corresponding tax, the payment of which is a precondition for using the vehicle. Neither does the insurance compensate any payment made for a special car licence plate.

However, when the redemption price is based on the present-day value of a new car, the insurance will cover the vehicle tax payable in respect of a newly purchased vehicle in the year when the insured registers the vehicle in his name.

### 7.3 PROCEDURE FOR INDEMNITY PAYMENT

The insurance company fulfils its obligation to provide cover in respect of damage or loss depending on extent of damage and the possibility of repairing by:

- paying the repair costs on the basis of receipts or paying a sum of money that has been agreed in advance;
- paying a sum of money corresponding to the difference between the market value of the insured object before and after the insured event, but before the repairs;
- redemption of the insured object based on its market value;
- replacement of the damaged insured object or its part with a similar one or one of equivalent value.

When the insurance company pays redemption for the vehicle or its part, the title to the vehicle is transferred to the insurance company.

### 7.4 SUM INSURED

If the sum insured is expressly entered on the insurance policy, this sum is the maximum limit of indemnity payable by the insurance company. Neither the insured sum stated on the insurance policy, nor the vehicle's original price before the first registration, nor the vehicle's market value on the basis of which the insurance premiums is quoted is an indication of the vehicle's market value at the moment of the insured event.

### 7.5 DEDUCTIBLE EXCESS

#### 7.5.1 Basic deductible

In all the events of damage covered by the insurance under these insurance terms, a deductible excess is payable by the insured. The amount of the deductible is specified on the insurance policy.

#### 7.5.2 Intentional damage and damage by theft occurring at the same time

Only one deductible is paid by the insured in the event when intentional damage and damage by theft occur at the same time.

**7.5.3 Deductible excess in respect of damage or loss occurring outside the Northern countries**

**When damage or loss occurs on the insurance territory outside the Northern countries, in addition to the basic deductible, the insured always has to pay a separate special deductible on the amount of damage in respect of all insured vehicles. This additional deductible is always stated expressly on the insurance policy.**

**7.5.4 Legal costs insurance**

A deductible excess is deducted from the indemnity payable under the legal costs insurance deductible excess in accordance with the special terms of the legal costs insurance (see section 9.7.2)

**7.5.5 Order in which deductible excess and other deductible sums are deducted**

Deductible excess and other deductible sums are deducted from the damage amount in the following order:

- value added tax and other payments
- basic deductible excess
- sum by which the indemnity is reduced if any
- deductible excess expressed in percentage

**INSURANCE AGAINST FINANCIAL LOSS**

**8. CAR SERVICING COSTS INSURANCE**

**8.1 Purpose and territorial limits of the insurance**

The purpose of the insurance is to provide cover in respect of extra costs caused by an interruption of the trip. Trip means an already commenced trip in a vehicle that is the object of the insurance, from the trip's departure point to the planned destination point including overnight stops and normal short stops.

The insurance is valid in all countries of Europe and outside Europe in the countries-members to the Green Card Treaty.

**8.2 Object of the insurance**

The object of the insurance is a car, van, caravan or motorcycle mentioned in the insurance policy.

**8.3 Insured persons**

The insured are the driver of the vehicle and the passengers in the vehicle with the driver during the trip. The owner or holder of the car have a priority right to the compensation of travel and other costs when they are travelling. Otherwise the priority right to compensation belongs to the driver of the vehicle.

**8.4 Insured event**

The insurance covers reasonable costs due to an interruption of the trip if it was caused by a sudden break-down and/or damage of the car, or theft or illegal use of the locked car.

## 8.5 Insured events covered by the insurance and restrictions in connection with them

The insurance covers reasonable costs caused by an interruption of the trip insofar as they are not covered through the compulsory traffic insurance or the accident and medical expenses insurance:

- costs of lifting the vehicle back to the road
- costs of towing the vehicle to a nearest car repair shop when the vehicle is not fit for driving
- in the place of towing costs, the repair and transportation costs if the vehicle is repaired on the site, but within the towing costs limit

The insurance covers the costs of transportation of a repaired vehicle, a vehicle broken beyond repair or a vehicle recovered after the theft as well as the costs of the driver and passenger's transportation to their respective home places or to the starting or ending point of the trip by most inexpensive means of transportation, if the trip cannot be continued for the following reasons:

- the repair of the broken or damaged vehicle to back normal exploitation condition will take so long that the trip has to be continued by other means of transportation
- the vehicle was stolen and the trip has to be continued by other means of transportation.

## 8.6 RESTRICTIONS ON INSURANCE COVERAGE

The insurance does not cover any loss resulting from

- **fuel running out, absence of a spare tire, inadequate maintenance or overloading or overstraining of the car or part of it**
- **failure to start the car due to frost, precipitation or other weather conditions**
- **participation in a competition or training for a competition**
- **cross-country driving if the car is not designed for cross-country driving, or car going under ice except when happening on a commonly-used road that meets the safety standards of the road authorities**
- **damage to tires**
- **loss or breakage of the car keys or leaving the keys in the car**
- **interruption of the trip on the police order or other authorities' order**

8.7 The indemnity may be reduced or refused altogether if the insured or a person corresponding to the insured in accordance with the provisions of section 8 of the General terms of contract, fails to observe the safety precautions defined under section 5 herein, or incurred damage in the circumstances defined under section 7 of the General insurance terms.

## 8.8 LIMIT OF LIABILITY AND REGULATIONS ON INDEMNITY PAYMENT

8.8.1 The insurance company fulfils its obligation to cover loss or damage either by reimbursing the costs and expenses incurred by the insured or by arranging the return, lifting or transportation to the home place, starting or destination point of the trip.

Transportation costs to the place of departure or place of destination are covered insofar as they do not exceed the costs of the transportation to the home place. The insurance does not cover the mileage driven by the insured to his home place or to the trip's departure or destination place.

The insurance does not cover additional costs incurred by the transportation of persons other than the insured persons

**8.8.2 A claim for a compensation must be confirmed with a payment document. In the event of a car breakage or damage, a document from the repair-shop and other relevant documents requested by the insurance company must be submitted to the insurance company.**

**8.9 MAXIMAL LIMIT OF INDEMNITY**

**In addition to the lifting costs and costs of towing to a nearest car repair-shop, the transportation and travel costs defined herein under section 8.5 as well as other unforeseeable costs directly incurred by the interruption of the trip such as overnight lodging costs will be reimbursed up to a total of 1000 EUR for each insured event.**

**The total of indemnity payments made under the car servicing costs insurance is 4000 EUR for one insurance event.**

**8.10 Deductible excess**

There is no deductible excess in the car servicing costs insurance.

**9. LEGAL COSTS INSURANCE INE.17.03(07.09.2001) INCLUDED IN THE CAR INSURANCE**

**9.1 Purpose of insurance**

The purpose of the insurance is to provide cover for reasonable direct lawyer's and legal costs incurred by the insured through the use of legal services in connection with a civil case, criminal case or claim bearing on the ownership, driving or holding of the vehicle entered in the insurance policy in the insured event defined under section 9.5.

**9.2 Insured persons**

The insured is the owner, driver or holder of the car entered in the insurance policy, each in this capacity.

**9.3 Courts и territorial limits**

The insured can use the insurance in respect of the matters submitted for consideration to district courts in Finland or corresponding courts in the countries specified herein under section 2 Property insurance.

**9.4 Restrictions**

**The insurance does not cover costs incurred by cases handled by Finnish or foreign administrative boards or special courts such as county administrative boards, administrative courts, insurance law courts, labour courts, market courts or supreme administrative courts.**

## 9.5 Insured events covered by the insurance

### 9.5.1 Definition of insured event

In a civil case or dispute, an insured event covered by the insurance is

- dispute arising from a civil case or a claim. A dispute arises when a claim defined in terms of grounds or amount is contested on the basis of grounds or amount.

In a criminal case

As an accused

- when legal proceedings start where the prosecution case against the insured is based on the charges resulting from the insured's operating a vehicle;
- when the complainant starts legal proceedings or pursues the charges against the insured when the prosecution decided not to bring charges or withdraw the charges. Legal proceedings start when the complainant's claim is received by the district court office. Charges are pursued when the complainant notifies the court in writing about proceeding with the charges after the prosecution withdrew the charges;
- when the complainant contests a private law claim in terms of grounds or amount

As a complainant

- when a private law claim of the insured is contested in terms of grounds or amount

A prosecution case or claim dispute constituting an insured event must be based on an occurrence, circumstances, legal action or legal offence that have taken place during the validity of the insurance.

The case is regarded to constitute a single insured event where

- two or several persons insured under this insurance are on the same side in the litigation concerning a civil case, criminal case or claim; or
- the insured has several pending litigations concerning civil cases, criminal cases or claims provided that they are based on the same occurrence, legal transaction, circumstances or law violation.

### 9.5.2 Restrictions related to insured events

**The insurance does not indemnify the insured for expenses arising out of a litigation**

1. **where the grounds of the claim cannot be contested;**
2. **concerning matters other than the ownership or operating of the vehicle, or relating to professional or occupational work, business or gainful employment of the insured;**
3. **relating to contractual transportation of people or cargo, when it is subject to authorisation and requires an operating permit, or when such transportation was carried out illegally;**
4. **of minor importance to the insured;**

5. where those insured under this insurance are opposing each other; the insurance covers however expenses incurred by the policyholder as well as the costs of defending the driver of the vehicle against the charges in connection with operating the vehicle if they are covered under the legal protection insurance;
6. where the prosecution case against the insured relates to drunken driving, gross drunken driving, hit-and-run offence or allowing a drunk person to take charge of a vehicle;
7. where the prosecution case against the insured relates to gross endangering of the traffic safety, speeding or motor-ing offence;
8. where the prosecution case against the insured relates to overt act or gross negligence;
9. that relates to illegal driving of a vehicle;
10. that relates to revoking a driving license. However if the decision to revoke a driving license in accordance with the provisions under section 3, paragraph 2 of § 75 of the Law on road traffic is overruled by a final decision of the general court, the expenses caused by the appealing action will be covered;
11. that relates to a claim for damages or to any other claim brought against the insured when this claim is based on the acts specified under section 6-10 above;
12. that relates to a private law claim of the insured based on an action when the insured was awarded a penalty, or prosecution was waived or penalty was not imposed on the grounds of relevant special regulations. However if the claim for damages is based on the action where penalty was imposed on the insured for a violation of traffic safety or violation of traffic rules, the insurance will cover expenses of presenting the claim for damages;
13. that relates to bankruptcy;
14. that relates to recovery of a debt as provided for in the law on recovery of a debt by enforcement order, or to debt recovery procedure, or related dispute;
15. when it is a question of a company reorganisation or reor-ganisation of debt of a private person in accordance with the procedure stipulated for by law or voluntary reorganisa-tion of debt of a agricultural producer in accordance with the Law on economic activities in rural area;
16. where it is a question of whether expenses incurred by the insured event reported by the insured are covered, in full or in part, through this legal expenses insurance;
17. that is considered to be a group law suit.

## **9.6 Measures to be taken in a claim situation**

9.6.1 If the insured wishes to apply the legal expenses insurance, he must notify the insurance company about it in writing and in advance. After that the insurance company will inform the insured of its decision regarding the indemnity payment.

9.6.2 The insured must use as his legal representative a solicitor or a lawyer. If the insured does not use a legal representative or employs a legal representative who does not have Master of Laws' degree or a corresponding foreign degree, no compensation is payable on the basis of the insurance.

9.6.3 In the litigation and in the course of negotiations the insured must demand that the opposite side pays a full compensation of the insured's lawyer's and legal fees. If without any grounds to it, the insured does not demand that the opposite side pays a full compensation of his lawyer and legal fees, the indemnity payable under the insurance can be reduced or altogether refused in accordance with the Law on insurance contracts.

### **9.6.4 The insured is not entitled to admit the amount of the expenses incurred in conducting the case in a manner binding on the insurance company.**

The fact that the insured has paid the lawyer's fee and expenses is not binding for the insurance company when evaluating the reasonable costs of the litigation.

## **9.7 Regulations of indemnities**

9.7.1 Sum insured

The insured sum entered in the insurance policy is the maximum limit of the liability of the insurance company for each insured event.

9.7.2 Deductible excess

The amount of the deductible excess specified on the insurance policy is deducted from the indemnity amount.

9.7.3 Costs covered by the insurance and application for costs

The insurance covers the following direct reasonable lawyer's fees and legal expenses:

In litigation and dispute

The insured is indemnified for the costs incurred through the use of a legal representative and production of evidence.

Where a judicial act needs to be completed or a decision taken by a certain body or in a certain process before the dispute in question may be submitted to a district court or a corresponding foreign court for examination, the expenses incurred are covered by the insurance only as from the time when the said requirement was fulfilled.

Litigation subject to arbitration or conciliation

The insured is indemnified for costs incurred through the use of a legal representative and production of evidence. However, the arbitrator's fees and costs are not reimbursed.

In a criminal case

As a complainant

The insured is indemnified for the costs incurred by the use of a legal representative and production of evidence insofar as the other private law claim of the insured examined at the litigation does not concern litigation costs.

As an accused

As an accused the insured is indemnified for legal costs caused by using a legal representative and production of evidence due to the defence of the insured in cases of the insured events as per section 9.5.

#### 9.7.4 Appeal to the supreme court

If consent is required to appeal the case to the supreme court, costs caused by entering the appeal are covered only when the insured has been granted consent to appeal to the supreme court.

Extra costs caused by appealing are covered only when the supreme court has accepted the complaint, revoked the decision or reconfirmed the initially determined term.

#### 9.7.5 Joint interest

If the case concerns other than the private interest of the insured or the insured has a joint interest to look after with persons not insured by this insurance, the insurance covers only that part of the costs which is regarded as the insured's share of the costs.

#### 9.7.6 Amount of the indemnity, calculation of the indemnity and value added tax

The amount of the lawyer's and legal costs compensated by the insurance is determined in accordance with the rules of law on legal expenses as provided under the law on legal proceedings and the law on criminal court proceedings. If the court does not award lawyer's and legal expenses, or if the dispute is dissolved in an amicable way, the expenses compensated by the insurance are determined taking into consideration awarded or paid expenses.

The insurance covers a lawyer's reasonable fee and his direct expenses if a lawyer's services are employed. The amount of the claim, the complexity and extent of the case as well as the volume and quality of the work performed are taken into consideration when evaluating the lawyer's fee.

If under the law on value added tax, the insured is entitled to a deduction or return of the value added tax included in the lawyer's invoice or legal expenses, the indemnity will be deducted by the amount of the value added tax included in such lawyer and legal expenses.

#### 9.7.7 **Costs not covered by the insurance**

**The insurance does not cover:**

1. **legal costs the insured has been ordered to pay or engaged to pay to the adversary; However, the insurance will cover legal costs the insured was ordered to pay to the adversary, on the same terms as the insured's legal costs, provided that:**

- the insured was assisted in the litigation by a legal representative of consumer rights commission or his subordinates and the matter under the litigation was of significance in legal terms or in terms of consumers' rights protection
  - the adversary of the insured for the most part did not comply with the decisions of the consumers' rights commission, insurance commission or other corresponding bodies that in general were in the insured's favour.
2. costs in connection with implementing the judgement or decision;
  3. insured's time, work, loss of profit or income, travel and lodging expenses as well as any additional expenses of the insured caused by a change of a lawyer or any actions of the insured incurring extra or unnecessary expenses;
  4. expenses in connection with acquiring an expert's legal statement;
  5. expenses in connection with preparing a report of an offence or a preliminary crime investigation report;
  6. expenses in connection with circumstances or evidence that the court did not take into consideration because of their late presentation;
  7. expenses incurred by the insured or his representative by non-attendance of the court sessions, non-compliance with the court's orders or by presenting a claim that they knew or should have known to be unfounded, or by otherwise prolonging the litigation unnecessary, either wilfully or through a negligence;
  - 8) expenses caused by a litigation that the insured or his representative started though the adversary had not given cause for it, or expenses caused by any other unnecessary litigation that the insured started wilfully or by a negligence;
  - 9) arbitrator's fees and expenses.
- 9.7.8 Other rules relating to indemnity payments:
- 9.7.8.1 IngoNord pays the insured's lawyer and legal costs after the final court judgement or an amicable settlement.
  - 9.7.8.2 If under the law on value added tax the insured has the right to a value added tax deduction from the invoiced lawyer's costs, IngoNord will compensate to the insured the legal and lawyer's costs against the payment receipt minus the value added tax.
  - 9.7.8.3 IngoNord's liability will be reduced by any compensation for costs the adversary has been ordered to pay the insured or engaged to pay if it has been collected from him.
  - 9.7.8.4 If the adversary has been ordered to pay or has engaged to pay the insured compensation for expenses, this being still unpaid at the time when insurance compensation is paid, the insured is under the obligation to transfer his rights to the said compensation for expenses to IngoNord up to the amount of compensation paid by the latter.
  - 9.7.8.5 In the event where the insured has had to pay part of his expenses himself owing to the fact that the expenses exceed the maximum compensation specified under section 9.7.1, the insured is under the obligation to transfer to IngoNord

the share of the compensation paid by the adversary in excess of the costs paid by the insured himself.

## **10. SUPPLEMENTARY INSURANCES**

### **10.1 INSURANCE OF GLASS**

#### 10.1.1 Insured event

The glass insurance covers damage to the insured car glass windows when they break from hitting.

#### 10.1.2 Restrictions

**The glass insurance does not cover breakage of car window glass broken in the result of a crash, car swerving off the road, car tipping, road collapsing or other sudden external factors. Such damage is covered by the insurance against damage to the car.**

#### 10.1.3 The glass insurance stipulates for a deductible; the deductible is specified in the insurance policy.

### **10.2 INSURANCE OF THE SUPPLEMENTARY EQUIPMENT**

#### 10.2.1 The purpose of the insurance is to cover any damage as specified under section 4, caused to stationary supplementary equipment and accessories installed in the car, when the damage is the result of a car accident, collision with a deer, intentional damage, fire or theft.

The objects of the supplementary equipment insurance are expressly mentioned in the insurance application and listed in the insurance policy. They are units of supplementary equipment and accessories that, in accordance with section 3 above, are not covered by the basic insurance when they are installed in the car, or by the insurance against fire and theft when they are kept separately from the car in a locked storage place that meets general safety requirements, in accordance with the provisions of section 3.

**Supplementary equipment and accessories cannot be an object of the insurance when they are installed against official rules and regulations.**

#### 10.2.3 Deductible excess

The insurance for supplementary equipment stipulates for a deductible. The deductible is equal to the deductible stipulated for a similar insured event under the basic insurance (see section 7.5).

If an indemnity for the same insured event is paid also through the basic insurance, only one deductible excess is deducted.

#### 10.2.4 In all other cases the general terms of the motor vehicle insurance apply.

### **10.3 INSURANCE AGAINST A TRIP INTERRUPTION**

#### **10.3.1 Insured event**

Under the insurance against trip interruption, an indemnity per day is paid for those days when the car can not be used because of the damage to the car because of a car accident, a collision with a deer, intentional damage, damage caused by fire or theft. The amount of a daily indemnity is agreed when the insurance contract is taken out and is specified in the insurance policy. Such

damage is covered in accordance with the terms of property insurance and stipulates for a deductible for each insured event.

### **10.3.2 Territorial limits of the insurance**

**The insurance is valid only on the territory of Finland.**

### **10.3.3 Insured**

The insurance is valid for the benefit of the policy holder.

### **10.3.4 Indemnity period**

The indemnity is paid for full calendar days. The first indemnified day is:

1. the day of the insured event, if the vehicle is not fit for driving;
2. the day when the repair works start if after the damage the vehicle is fit for driving;
3. if the vehicle is stolen, the day IngoNord was informed in the written form about the theft.

The last indemnified day is the day

1. when the repair works are completed;
2. when the insured gets another vehicle in place of the damaged or stolen;
3. the insured recovers the stolen vehicle;
4. the insured acquires a new car in his disposal to replace the damaged one, irrespective of the fact that the object of the insurance is sold, though the repairs are economically feasible.

If the actual date of the insured event is not known, the date when the damage was discovered is regarded as the date of the insured event.

### **10.3.5 The maximum indemnified period**

The indemnity due to the repair or loss of the car due to theft is paid for 30 days maximum.

However, when the car is bought out by the insurance company as redemption, the indemnity for the trip interruption is paid for 14 days only.

If the stolen car was found undamaged, the indemnity for the days when the car could not be used due to the theft is paid for 30 days maximum.

### **10.3.6 Indemnity for waiting time**

The indemnity for the days of waiting for the repairs of the car unfit for driving is paid for 7 days maximum.

The indemnity for the days of waiting for spare parts is paid only if it is a question of spare parts required to put the car into a roadworthy condition and only for 7 days.

### **10.3.7 Time limits for presenting a claim**

The time limit for presenting a claim is 2 days for each insured event.

### **10.3.8 Restrictions on insurance coverage**

**The insurance against interruption of the trip does not cover:**

1. **days of repairs or waiting time resulting from the insured's negligence or other actions;**

2. **delay of repair works due to national industrial action;**
3. **waiting time for repairs or spare parts delivery when the vehicle is fit for driving;**
4. **days when the car cannot be used due to resumed repair works had to be resumed because the initial repair works were faulty or inadequate;**
5. **additional days when the car cannot be used due to the repair shop negligence or other actions**

#### **10.3.9 Deduction from the indemnity**

The indemnity payable through the insurance against trip interruption will be reduced by the sum of the indemnity payable to the insured for the same idling period through the third party liability motor vehicle insurance.

If the leasing costs of the insured are compensated through the third party liability motor vehicle insurance, the minimal indemnity corresponds to the part of the leasing costs payable by the insured himself. The minimal indemnity does not cover any fuel costs nor any other costs incurred by driving a rented car.

- 10.3.10 In other circumstances where this insurance is applicable, the insurance is applied in accordance with the IngoNord motor vehicle insurance terms and conditions.

### **10.4 INSURANCE FOR THE CONTENTS OF THE TOURING CAR AND CARAVAN**

#### **10.4.1 Purpose of the insurance**

The purpose of the insurance is to cover damage to the contents of the touring car or caravan caused by the damage to the vehicle, collision with a deer, fire or theft.

#### **10.4.2 Object of the insurance**

**The object of the insurance is the property contained in the touring car or caravan with the exception of money, securities and travel tickets. The insurance does not cover damage to the contents of the touring car or caravan if the vehicles were used for commercial or professional activities.**

#### **10.4.3 Deductible excess**

Under the insurance for the contents of a touring car or caravan, the insured pays a deductible excess for each insured event; the deductible is equal to the deductible stipulated for the same occurrence under the basic insurance (see section 7.5).

If an indemnity is paid through the basic insurance for the same insured event, the insured pays only one deductible.

**If the touring car or caravan was left unguarded for more than 24 hours in a place other than a special caravan paying parking place in a camping area, the insured pays a deductible at 50 % of the amount of the damage caused to the chattels through theft or intentional damage, when the damage is indemnified through the insurance for the contents of a tourist car or caravan.**

10.4.4 In other cases the provisions of the general motor vehicle insurance terms and conditions apply.

## 10.5 INSURANCE AGAINST FRAUD

### 10.5.1 Object of the insurance

The object of the insurance is a car or a van specified in the insurance policy rented out without a driver.

### 10.5.2 Insured event

The insurance covers material damage resultant from the loss of the insured object through fraud or misappropriation.

**The insurance against fraud covers material damage incurred through the loss of the vehicle if the insured, police or customs authorities have not found any information about the whereabouts of the car within 60 days since the loss or if the damage occurred outside Finland, within 180 days after a copy of the official statement issued by the police on the criminal misappropriation of the vehicle or fraud was dispatched to the insurance company.**

### 10.5.3 Definition

Fraud in connection with a car rental implies that the lessee from the start had no intention of returning the vehicle to the lessor but deceived him into believing that it was a question of a normal leasing.  
Misappropriation implies that after the end of the leasing period the lessor decided not to return the vehicle and appropriated it.

### 10.5.4 Receipt costs

The insurance covers reasonable costs incurred in connection with retrieving or returning the found vehicle when the vehicle was found within the time limit defined under section 10.5.2.

### 10.5.5 Deductible excess

Under the insurance against fraud, a deductible excess at the rate of 10 % of the amount of damage is deducted from the indemnity amount. In the event of any damage or loss occurring within the territorial limits of the insurance but outside the Northern countries, an additional deductible excess as defined under section 7.5.3 is applied.

10.5.6 In other cases the provisions of the general motor vehicle insurance terms and conditions apply.

## 11. REGULATIONS REGARDING INSURANCE PREMIUMS

### 11.1 Discount on insurance premium (bonus)

The insured named on the insurance policy has the right to a bonus.

Under the Total kasko insurance the insured is entitled to the same bonus that he has under the compulsory third person liability motor vehicle insurance, regardless of with what insurance company the vehicle is insured, provided that his bonus class under the kasko insurance is not lower due to a damage occurrence than his bonus class under the third party liability insurance.

The Total kasko insurance stipulates for an annual discount on the insurance premium at the rate of 10 %, for each clam-free insurance period, up to a maximal discount of 70 %.

The insured is entitled to a bonus if during a minimal insurance period of 12 months during which the vehicle was used continuously for longer than 6 months, the insurer has not made any insurance payments that would have affected the insured's right to a bonus.

During one yearly insurance period the class of bonus can be upgraded only once.

The bonus is reduced by 20 % after each damage claim awarded by the damage to vehicle insurance, but a bonus of 10 % can be reduced by 10 % only.

### 11.2 Taking the vehicle out of traffic

When the insured has the Total kasko motor vehicle insurance, he has the right to receive a compensation for his insurance premiums from the insurance against damage to the vehicle, if the vehicle is continuously out of traffic for a minimal period of 30 days, unless there exists an expressly stated provision in respect of a certain fleet of vehicles.

**The insured must inform the insurance company in advance about his intention to take the vehicle out of traffic, by filling out a special form. The vehicle should be out of traffic for a minimal period of 30 days after the date of withdrawal from traffic; the date must be reported to and approved by the insurance company.**

**During the reported out-of-traffic period, the insurance against fire, theft and intentional damage is valid in the place reported to the insurance company, where the vehicle is kept.**

### 11.3 Transfer of the right to bonus

As a private person, the insured may transfer his right to a bonus to his spouse or a direct heir when they live in the same household with him.

### 11.4 Minimal insurance premium

An insurance premium for an insurance period, including tax is always equivalent to the minimal insurance premium expressly determined by the company. Insurance period means a period of one year maximum, without intervals, during which the insurance is continuously valid.

## 12 INSURANCE COMPANY'S RIGHT TO RECOURSE

In the comprehensive motor vehicle insurance, in addition to the provisions of section 11 of the General insurance terms, the right to recourse provides as follows:

If the damage occurred during the transportation of the vehicle, the insurance company has the right to claim the amount of indemnity paid by the insurance company from

- owner, driver, passenger or holder of the vehicle if the damage was caused with intent or through gross negligence;
- person who caused the damage through gross negligence while operating the vehicle that had been taken hold in the course of a criminal offence or used for a criminal offence that is not deemed minor;

- driver of the vehicle causing the damage while operating the vehicle under the influence of alcohol with the alcohol content during or after driving of at least 1,2 per mille in blood or 0,6 mg/l breathing out;
- the driver causing the damage while operating the vehicle under such influence of alcohol or narcotic or under such combined influence of alcohol and narcotic that his ability to perform accurate operations was significantly impaired.