

Annex 1 - List of exceptions from the CASCO insurance

The following shall not be included in the insurance and no compensation shall be paid for:

1. damage caused to the vehicle by improper maintenance or by use that is improper to the vehicle's destination, damage caused by use, functioning, wear or due to manufacturing defects of the material or parts (including faulty assembly), influence of the temperature on the vehicle's engine (e.g. as a consequence of the water freezing in the cooling system), as well as damage to the engine, gear box or differential as a consequence of insufficient lubrication or overheating;
2. damage caused to tires or inner tubes by cutting, piercing, explosion, unless such damage resulted as a consequence of risks insured to the vehicle itself;
3. damage caused by action of the electric current on any components of the electrical system;
4. damage caused to the additional equipment installed on the vehicle, unless such have been declares and their value has been included in the vehicle's insured amount or additional premiums have been paid for such based upon insurance addendum.
5. damage of any kind caused to the vehicle as a consequences of the vehicles entering into flooded areas;
6. indirect damage (e.g. decrease of the vehicle's value after repair, losses caused by lack usage of the vehicle etc.);
7. the part of the damage which has increased because the measures to limit the damage have not been taken;
8. damage to any unit or composing part of the vehicle by not complying with the rules regarding loading and mooring of the cargo during transport;
9. damage to the spare parts, covers, tarpaulin (unless installed on vehicles with tarpaulin), to the fuels or any other goods existing in the vehicles;
10. damage caused to the exterior and interior of the vehicle, by the action of corrosive chemicals;
11. damage caused by fire or explosion due to use of open flame, including while repairing the vehicle;
12. damage to the vehicle during or as a consequence of:
 - its transport, towing, trailing
 - its use in contests, races or training;
13. expenses incurred in order to remedy unsuccessful repairs as well as expenses for the transformation or improving of the vehicle compared to its status previous to the insured risk occurrence;
14. if the Lessee hasn't notified the Lessor, within the period provided herein and proceeded to the repair of the vehicle without the Lessor's consent.
15. damage to the vehicle caused by:
 - war (declared or not), invasion or action of an external enemy, civil war, revolution, rebellion, insurrection, military dictatorship, conspiracy, strike, civil unrest, terrorism;
 - confiscation, expropriation, nationalization, requisition, seizure, destruction or damaging by order of any government by right or in fact or of any public authority;
 - atomic explosion, radiation or radioactive infestation as a consequence of the use of atomic energy or fissionable materials;
 - pollution or contamination of any nature and from any cause.
16. damage to the vehicle in case:
 - the accident was caused intentionally;
 - at the moment of the accident, the vehicle was driven or operated by a person without a valid driver's license for that category of vehicle, or after their driver's license was withdrawn, cancelled or retained for cancellation, or as a consequence of the suspension of the right to drive.
 - the accident was caused while driving the vehicle under the influence of alcohol, as well as while committing facts incriminated by legal provisions regarding traffic on the public roads as offences, even if such facts were not committed on such roads, or while committing other offences.
 - the accident was caused while the offender was trying to escape prosecution.
17. theft or attempted theft, if a complaint in this regard was not registered with the police, as well as if the attorneys in fact of the Lessee or the relatives of the Lessee participated in the attempted theft;
18. if the Lessee entrusted with their consent the insured vehicle to a person, who refuses to return it, appropriating it;
19. if the Lessee facilitated the occurrence of the insured risks or diminished the possibility to reduce their consequences;
20. if the person to which the Lessee entrusted the vehicle for use does not submit to the Insurer or to the police, upon reporting of the theft of the vehicle, the following:
 - the original of the registration certificate/temporary traffic permit (for vehicles temporarily registered) and of the vehicle identity card, issued before the theft occurrence;
 - all sets of original keys of the vehicle, as well as the related remotes, which were declared upon conclusion of the insurance.
21. if a criminal investigation regarding the veracity of the occurrence of the damage was initiated
22. if the Police notification wasn't performed. The amicable report is not acceptable.