

Motor liability insurance

Insurance terms and conditions
Valid as of 1 June 2017

330890e 6.17

1 Scope of insurance terms and conditions

The insurance terms and conditions are applied to both individuals and companies and institutions concerning vehicle-specific motor liability insurance for motor vehicles used in traffic.

2 Geographical scope of the insurance

A motor liability insurance granted for a motor vehicle is valid in all European Economic Area (EEA) countries. In non-EEA countries that have signed the Green Card Agreement, the motor liability insurance is valid as a general liability insurance on the basis of a Green Card issued by an insurance company, or without it, when one is not necessary. In these countries the amount of compensation for road accidents is determined under the legislation of the country where the accident took place.

3 Content of insurance

The motor liability insurance indemnifies personal injuries and material damage, as prescribed under the Motor Liability Insurance Act, that took place when the motor vehicle was used in traffic in Finland.

The insurance will also indemnify road accidents involving the insured person's vehicle in another European Economic Area country under the relevant legislation in these countries concerning road accident indemnification or alternatively under the Finnish Motor Liability Insurance Act if the latter provides better cover. Similarly, road accidents involving the insured person's vehicle while driving from an EEA country directly through a non-EEA country to another EEA country will be indemnified, provided the other party involved is vehicle registered in an EEA country.

4 Insurance contract

4.1 Insurer

The insurer in terms of motor liability insurance is OP Insurance Ltd or A-Insurance Ltd (hereinafter the insurance company).

4.2 Obligation by the policyholder to submit information prior to concluding insurance contract

The policyholders' obligation to submit information prior to concluding an insurance contract and to rectify any of the information that is incorrect or incomplete is determined by section 2.2 of the general terms and conditions. Section 2.2.1 is applied to policies taken out by companies and institutions, and section 2.2.2 for those taken out by consumers and businesses comparable to consumers.

If the policyholder has wilfully or through gross negligence failed his/her obligation to disclose information and the insurance company, had it received the correct information, would have

granted the policy for a higher premium, the insurance company has the right, once it has received such information, to charge a higher premium retroactively. If the insurance company had granted the policy for a lower price than had been agreed, any extra premiums do not have to be refunded.

If, owing to a deliberate neglect of an obligation to disclose information, a person had been entered as the policyholder who by law does not have to take out such insurance, the insurance premium will be the responsibility of both the policyholder and the person who is obliged to insure the vehicle. The insurance company may terminate the policy within 14 days of having heard of any irregularities.

4.3 Changed conditions during the period of insurance

The policyholder's obligation to inform the insurance company of any changes during the period of insurance is determined by section 5.2 of the general terms and conditions. Section 5.2.1 is applied to policies taken out by companies and institutions, and section 5.2.2 for those taken out by consumers and businesses comparable to consumers.

If the policyholder has wilfully or through negligence that cannot be considered minor failed his/her obligation to disclose information about a change in circumstances and the insurance company, had it received the correct information, would have granted the policy for a higher premium, the insurance company has the right, once it has received such information, to charge a higher premium retroactively.

5 Commencement of the insurance company's liability

Unless specifically agreed otherwise between the parties, cover commences when the insurance company or the policyholder delivers or dispatches an acceptance of the offer made by the other party to the contract. Cover cannot be agreed to commence any earlier than this under any contract.

If the policyholder has submitted or sent a written insurance application to the insurance company and if it is apparent that the insurance company would have approved the application, the insurance company will also assume liability for an insurance event occurring after the application was submitted or sent.

An insurance application or an affirmative reply which the policyholder has submitted or sent to the insurance company's representative is considered to have been submitted or sent to the insurance company.

If there is no clarification of the time of day when the reply or application was submitted or sent, it is considered to have taken place at 12.00 midnight.

If there are special reasons, for instance, previous outstanding premiums, the insurance company's liability starts only when the premium for the first insurance period has been paid.

6 Insurance period

The first insurance period is a maximum of 13 months long and the following 12 months, unless otherwise specified in another agreement concerning the contents of the insurance policy.

7 Validity of policy

Unless otherwise provided below, an insurance policy will be in force for one insurance period after another until the vehicle owner's or keeper's obligation to insure the vehicle ends, even if no insurance premium had been paid by the due date.

8 Insurance premium

8.1 Premium basis

The insurance premium is calculated according to the premium rating criteria applied by the insurance company. A road safety charge is added to the insurance premium.

Insurance premiums are calculated as provided in section 20 of the Motor Liability Insurance Act, with a view to safeguarding the interests of the injured parties so that the insurance premiums are in reasonable proportion to the expenses arising from the insurance policies and that insurance premiums are usually higher on policies under which compensation has been paid.

The size of an insurance premium may vary according to differences in the risks that different policyholder categories are exposed to.

8.2 Payment of premium

The obligation pay insurance premiums is determined by section 4.1 of the general terms and conditions. Section 4.1.1 is applied to policies taken out by companies and institutions, and section 4.1.2 for those taken out by consumers and businesses comparable to consumers.

Situations referred to in the final paragraph of section 5 of these motor liability insurance terms form an exception to all policyholders; in such situations, payment of the premium for the insurance period is a condition for the insurance company to assume liability and for the motor liability insurance to commence. A note of this will be made on the payment receipt.

8.3 Delays in payment of premium

Overdue insurance premiums will carry an annual late payment interest under the Interest Act. The insurance premium including late payment interest is collected through distraint subject to the provisions concerning the execution of taxes and charges. If the premium is not paid despite debt collection, the insurance company has the right to change an insurance contract payable in multiple instalments into a single-installment policy from the beginning of the following insurance period.

Before any execution is to commence, the policyholder will be notified of the amount to be collected, the grounds for payment and that execution will be carried out unless the policyholder contests the payment obligation in writing within 14 days. If the obligation to pay is denied, no execution can be carried out without a court decision.

The insurance company is entitled, under the Act on the collection of receivables (513/1999), to compensation for expenses arising from the collection of insurance premiums. If the insurance company has to collect an unpaid insurance premium through legal action, it is also entitled to being recompensed for the statutory fees and charges incurred due to legal proceedings.

The insurance company may transfer outstanding amounts for collection by a third party.

8.4 Premium refunds

The policyholder is entitled to receive a refund of insurance premiums for the vehicle, according to the grounds applied by the insurance company, for the vehicle's decommissioning period. The vehicle's decommissioning period is considered to be the period entered in the vehicle register of The Road Traffic Sector of the Transport Safety Agency (Trafí).

A decommissioning refund is not granted to museum vehicles, export plates, yellow test plates nor to vehicle dealership's collective motor liability insurance.

If a motor vehicle is used in traffic during decommissioning, the insurance company will however charge a triple premium between the decommissioning start date and the date when it was discovered that the vehicle had been used in traffic.

If the insurance terminates before the date agreed, the insurance company is entitled only to the premium for the period during which it was liable. The rest of the premium paid is returned to the policyholder.

The insurance premium to be refunded is calculated as 1/360 of the annual premium.

However, a minimum charge of EUR 14 will always be charged.

Yet no refund will be made if the sum to be returned is less than the sum in euros in the Motor Liability Insurance Act.

The insurance company must pay an annual late payment interest under the Interest Act on any overdue insurance premium refund. The late payment interest will be paid from the date when a month has elapsed since the documentation entitling the refund has arrived at the company.

8.5 Expiry of insurance premium receivable

An insurance premium receivable will expire permanently five years after the end of the calendar year when it was issued or invoiced. If no invoice has been sent, insurance premium receivables expire five years after the end of each insurance period.

9 Altering the terms of contract at the end of an insurance period

9.1 Policy terms and premiums

The insurance company is entitled to amend the policy terms, premiums and other terms before the following insurance period by virtue of section 15.2 of the general terms and conditions. Section 15.2.1 is applied to policies taken out by companies and institutions, and section 15.2.2 for those taken out by consumers and businesses comparable to consumers. Moreover, section 9.2 below is applied to review the insurance premiums of all policyholders.

9.2 Insurance premium

The insurance company is entitled to change the amount of the insurance premium on the basis of statistics collected on insurance policies and claims paid, in an effort to safeguard the interests referred to in section 20 of the Motor Liability Insurance Act, in such a manner that the premiums are in reasonable proportion to the expenses arising from the insurance policies. The amount of premiums may also be changed to reflect changes in claims costs and expense level or for any of the reasons mentioned below.

Insurance premiums may be set at different levels in different policyholder groups using different premium rating criteria according to the risks concerned. Such premium bases may include the vehicle's individual risk factors, such as type, make, model,

cylinder capacity, weight, purpose of use, domicile, location, odometer reading, age and the number of persons driving the vehicle regularly, and the driver's or policyholder's (owner or keeper) individual risk factors such as place of residence, age, state of health and date when he/she received his/her driving licence. The premium rating criteria and the level of premiums can be amended on the basis of statistical evidence to correspond to the risks.

If the insurance company makes any of the changes described above or in section 9.1, the insurer will send the policyholder, together with the invoice, a notice specifying how the premium or any other terms will change. The notification shall state that the policyholder has the right to cancel the insurance. The change will take effect from the beginning of the next insurance period following one month from the date the notification was sent.

9.3 Bonus

If there has been no damage during an insurance period, the policyholder is entitled to a premium reduction in the following period (bonus) and conversely obliged to pay a higher premium if the insurance company has paid compensation under the policyholder's insurance.

9.3.1 Application of bonus system

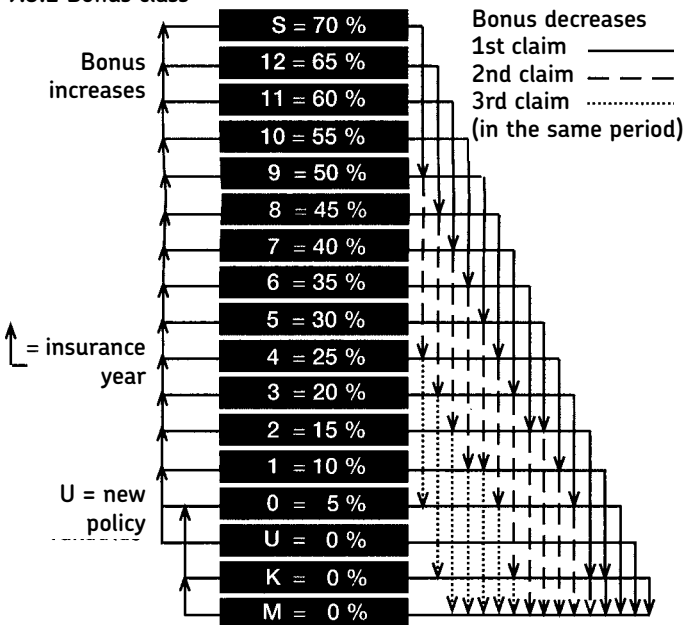
The bonus system of private persons' motor liability insurance is applied to policies for passenger cars, vans, campervans, lorries, buses and motorcycles.

The bonus system for private individuals' motor liability insurance policies is applied to passenger car, van, campervan, lorry, bus and motorcycle policies. Motor liability insurance policies conform to the Motor Liability Insurance Act provisions on the effect of insurance and claims history on the premium. The bonus affecting the premium is based on the policyholder's insurance and claims history. By insurance and claims history we refer to information on losses to passenger cars, vans, campervans, lorries, buses and motorcycles and the validity of their policies. The amount of bonus is determined, regardless of the purpose of use, the claims histories of cars on the one hand, and those of motorcycles on the other. The uses are private, licenced, school vehicle, and renting without a driver.

One day of use in traffic is counted as one day even if several vehicles had been used at the same time. If the vehicle to be insured is one that does not have to be registered or a museum vehicle, the bonus system described herein is not applied.

The vehicle must be owned by or be in the possession of the policyholder.

9.3.2 Bonus class



The bonus classes for motor liability insurance are shown in the table above.

A new insurance starts off in bonus class U (0% bonus). A new insurance for a motorcycle starts off in class 3 (20% bonus). A policy is considered to be new if the policyholder has no claims history. If the policyholder refuses access to his claims history, the policy will be placed in bonus class U (0% bonus). A claims history may not be transferred to another person. Neither can a claims history be transferred from one vehicle to another. When the bonus percentage and bonus class have been determined for a vehicle, the bonus is from then on linked to that particular policy.

Following each year in which no claims have been paid out by the insurer that would affect the bonus class, the policy is moved up to a higher class. See also clause 9.3.4.

From class M, the insurance moves to K (0%), from K to 0 (5%), from U to 1 (10%), from 1 to 2 and from then upwards one class so that after class 12 (65%) it moves to S (70%) on the basis of any insurance period when the insurance company has not paid out compensation that affects the bonus class.

The requirement for a policy to be moved up to a higher bonus class is that the vehicle has been on the road during the insurance period for at least 180 days, or 90 days in the case of motorcycles. During a period of one year, the insurance can be transferred only once to a higher bonus class.

9.3.3 Transfer of claims history between policies that began before 1 June 2017

The claims history of vehicles can be transferred as follows:

- 1) Car
 - A. Private
 - B. Subject to licence
 - C. School transport vehicle
 - D. Renting without driver
 - E. Sales stock
- 2) Motorcycle

Policyholders may transfer the claims history relating to the vehicle insurance only within classes 1 and 2, but not between them. Furthermore, claims history can be transferred within classes A to E, but not between them.

If a policy whose claims history has been transferred to another policy remains in force, it is priced like a policy with no claims history.

No claims history may be transferred to a policy whose bonus class is lower as a result of an accident occurred than the class justified by the claims history.

The provisions of these special policy conditions also apply to transfers of claims histories from policies issued by other insurers.

9.3.4 Loss affecting insurance premium

The policy will be moved from one bonus class to another after the end of an insurance period on the basis of the number of losses compensated for during the insurance period, in accordance with Table 9.3.2. The number of claims paid refers to the number of losses for which the insurer has paid compensation under the policy.

A claim is considered to affect the premium if the insurer has had to pay compensation for loss caused by negligence on the part of the vehicle owner, keeper or driver or by defective condition of the vehicle.

A claim is not considered to affect the premium

- if the loss was caused when the vehicle had been stolen from the policyholder

- the claim has been paid for a loss incurred within seven days following a change in ownership of the insured vehicle, with the loss not being caused by the policyholder or any member of the family living in the same household with the policyholder
- the policyholder pays the insurer an amount equalling the paid claim no later than the end of the policy period that follows the payment of the claim.

If a policy's claims history is transferred to another policy and claims are subsequently paid under the former policy after the establishment of the bonus class to be transferred, these claims will affect the bonus class of the latter policy.

9.3.5 Preservation and transfer of data

Policyholders have the right to receive from their insurance company a certificate of their policy's validity period, the vehicles it covers and for any losses on the basis of which compensation has been paid (claims history). However, the insurance company does not have the right to provide a certificate of a policy that terminated for over five years previously.

10 Termination of insurance contract

Policyholders, whose insurance obligation has not ended, may terminate the policy of a registered vehicle only when

- the policyholder has taken out a policy from another insurance company or
- the vehicle has been entered in the vehicle register as decommissioned or
- the vehicle has been stolen and this has been reported to the police and insurance company.

A policyholder may terminate a motor liability insurance when the vehicle which does not have to be entered in the vehicle register is destroyed or if it is no longer used in traffic referred to in the Motor Liability Insurance Act.

Insurance cancellation must be made in writing.

The policy is also terminated when the Finnish Transport Safety Agency, the Federation of Accident Insurance Institutions or another insurance company informs that

- 1) the vehicle has been permanently decommissioned
- 2) the vehicle has, owing to a legal action, been transferred to a new owner or keeper other than the policyholder's death estate or bankruptcy estate

3) the vehicle is transferred back to the owner or a new keeper, provided the vehicle keeper has been the sole policyholder

4) a policy has been taken out from another insurance company.

The policy's validity ends on the date specified in the notification.

However, the policy compensates damage caused within seven days of the ownership transfer, vehicle keeper change or the vehicle being returned to the owner if the vehicle's new owner or keeper has not taken out a policy within that time. The Act on the Calculation of Time Limits (150/1930) will be applied to the insurance company's liability for road accidents under the terminated insurance policy.

11 Insurance company's right of recovery

The injured party's right to demand from a third party the amount of compensation he/she has received will be transferred to the insurance company.

If a third party is a private person or an employee, civil servant or other comparable person specified in Chapter 3, Section 1 of the Tort Liability Act or the vehicle's owner, keeper, driver or passenger, this right will only be transferred if this person has caused an insurance event wilfully or through gross negligence or if the driver caused the loss while driving the vehicle in conditions specified in subsection 48(1) of the Motor Liability Insurance Act.

12 Measures to be taken after accident

Any road accident that may lead to a claim must be reported by the policyholder to the insurer or to the insurer's representative as soon as the policyholder has learned of the accident, using the standard accident report form whenever possible. The policyholder is required to supply the insurer with any information and documents needed for the processing of the claim.

If any compensation is claimed from the policyholder or another party involved in the accident, the claim must be forwarded to the insurance company.

13 Handling of loss information

We disclose information into a loss register shared by insurance companies about losses that have been reported to the companies. We also when what losses have been reported to other insurance companies. The information will be used only in claims processing to prevent crimes against insurance companies.