

# Professional liability insurance

Product guide

Insurance terms and conditions

# PROFESSIONAL LIABILITY INSURANCE

This product guide and insurance terms and conditions are valid as of 1 April 2018.

## Our insurance services are always with you

Claim Help: [vahinkoapu.op.fi/en](http://vahinkoapu.op.fi/en)

In the event of loss or injury, the number and address of our partner closest to you will be readily made available. You can conveniently report the loss or injury at the same time. To file a report, you need the login identifiers and key code for your online bank.

### OP-mobile

As a cooperative bank customer, you can view your insurance policy and any loss or injury on OP-mobile. In the event of loss or injury, the number and address of our partner closest to you will be readily made available. You can conveniently report the loss or injury at the same time. To file a report, you need the login identifiers and key code for OP eServices.

## eInsurance Services

Log into the online service at [op.fi](http://op.fi) or [pohjola.com](http://pohjola.com) with your user identifiers for OP eServices. You can

- Buy insurance.
- Report a loss and file claims.
- Make changes to your insurance.
- View your insurance documents.

Insurance services number  
+358 (0)10 253 1333 (in English),  
+358 (0)303 0303 (in Finnish)

You can take care of your insurance business on weekdays until 10 p.m.

## Benefits from loyalty

By concentrating your banking and insurance services with OP Financial Group

- You only need one user ID and password to use banking and insurance services at [op.fi](http://op.fi) or on OP-mobile.
- As a customer-owner you accumulate OP bonuses not only from your banking transactions but also from Vehicle Cover and Extrasure insurance premiums.
- You can use the bonuses to pay for home, family and motor vehicle insurance premiums.
- You can earn considerable banking and insurance discounts.

For more information, please go to [op.fi/edut](http://op.fi/edut).

## Call us

Banking services +358 (0)10 253 1333 (in English),  
+358 (0)100 0500 (in Finnish)

Insurance services +358 (0)10 253 1333 (in English),  
+358 (0)303 0303 (in Finnish)

### Call rates

OP telephone service at +358 (0)10 253 1333 and  
+358 (0)100 0500:

- mobile charge based on your telephone service provider's service price list or
- standard local network charge.

Insurance services number +358 (0)10 253 1333 (in English),  
+358 (0)303 0303 (in Finnish)

- From mobile phones and landline networks in Finland, EUR 0.0835 per call plus EUR 0.12 per minute.

We record customer calls to assure the quality of customer service, among other things. Read more at [uusi.op.fi/dataprotection](http://uusi.op.fi/dataprotection).

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### Extrasure

Your professional activity is included in the Extrasure insurance contract. OP Insurance Ltd is the insurer.

# Professional liability insurance, – product guide

When at work, you may cause losses to a third party or their property. Fortunately you can take out a policy against any indemnification liability.

In case of loss, we will

- find out whether you are liable to pay compensation,
- negotiate with the claimant, and
- pay any compensation required by the loss.

## Losses covered by professional liability insurance

Professional liability insurance will compensate losses you cause in your work, profession or position to a third party or a third party's property for which you are liable by law.

A hairdresser's dyes spill on a customer's clothes. The loss can be covered under professional liability insurance.

For each loss, we will pay compensation and investigation and legal expenses up to the sum insured entered in the insurance policy. A deductible will be subtracted from each loss event. The loss or neglect must occur during the validity of the insurance and when practising a profession referred to in the insurance policy.

When you are working for someone else, your employer is primarily liable to cover the loss to the injured party. In cases like this, we will only compensate the amount that you are liable to your employer.

Civil servants can expand their coverage to cover financial losses, too. Financial loss refers to loss that is not related to personal injury or material damage. Financial losses are covered during a single insurance period up to twice the amount of the sum insured entered in the insurance policy.

A municipal officer causes a financial loss to a resident through neglect. The municipality will be liable to indemnify the resident, but may in certain cases demand the municipal officer guilty of neglect to pay the indemnity amount. Compensation of this type may be paid from the professional liability insurance.

## Losses not covered by professional liability insurance

Professional liability insurance does not cover, for example, losses

- caused to yourself
- for which the insured is liable only by virtue of an agreement, engagement, promise or guarantee
- insofar as it concerns road accident or treatment injury.

See the exclusions in full in the terms and conditions, p. 4.

A professional liability insurance is not an alternative to patient insurance. So if you are a doctor or other health care or nursing professional, make sure you have taken out a patient insurance policy.

## Insurance pricing

Things that affect the price when you buy the insurance and while it is valid include

- The profession for which you are taking out the policy
- Are you self-employed or work for someone else, or both?
- The sum insured you have chosen

The information concerning the insurance must be correct. If it turns out later that the information you provided was false or incomplete, we may reduce the compensation or not pay any, and cancel the contract.

We will review the premium annually if necessary on the basis of claims expenditure and for reasons explained in the general terms and conditions. The sums insured recorded in the insurance policy are linked to the consumer price index.

In addition to the above, the insurance company has the right to make changes owing to bonus, customer loyalty and owner-customer matters or other similar reasons. The premium amount is affected, at the time the policy is taken out and also later during its validity by any customer benefits and discounts, the amounts of which and the grounds for granting them, and duration and validity periods may change, for example, when a fixed-period discount or campaign discount comes to an end.

## In case of loss or damage

To file a report online or on OP-mobile, you need the login identifiers and key code for your online bank.

- OP-mobile
- eInsurance Services at op.fi or pohjola.com
- Insurance services number +358 (0)10 253 1333 (in English), +358 (0)303 0303 (in Finnish)

# Insurance terms and conditions

## 1 Insured person

The object of insurance is the person stated in the insurance policy.

## 2 Validity of insurance

The insurance is valid in the work, profession or position entered in the insurance policy.

The insurance is valid in the Nordic countries unless otherwise stated in the insurance policy.

## 3 Coverable insurance events

3.1 The insurance covers any bodily injury or material damage that the insured causes to a third party in the work, profession or position entered in the insurance policy for which the insured is liable under existing law, provided that the liability derives from an act or negligence that has taken place during the insurance period.

3.2 If an entry has been made to the effect in the policy, the insurance also covers financial losses. These will be compensated under the same conditions as bodily injuries or material damage.

3.3 Loss or damage caused when employed by someone else by virtue of work, profession or position will be compensated under this insurance only up to the amount which the insured party is liable to pay to their employer under the Tort Liability Act, Employment Contracts Act or other law for the loss or damage or compensation paid by the employer.

## 4 Exclusions

The insurance does not cover personal injuries or material damage in the following:

4.1 loss or damage caused

- to the insured
- to the insured person's employee or equivalent, insofar as the person concerned is entitled to indemnity under statutory workers' compensation insurance or motor liability insurance

4.2 loss or damage caused by

- products sold but not yet delivered
- a delivered product when the reason for the loss is due to the property, fault or deficiency of the product

4.3 loss or damage that can be fixed by repairing the delivered product or redoing work that was incorrectly performed

4.4 loss or damage for which the insured is liable only by virtue of an agreement, engagement, promise or guarantee

4.5 loss or damage caused to a third party owing to a fault in a product or preparation, or owing to faulty or incomplete written instructions for the product's use, manufacture or storage

4.6 loss or damage caused by an error or deficiency in research or measurement results, calculations, drawings, work specifications or descriptions, directives or instructions given in the capacity of professional advisory or consultancy services

4.7 loss or damage caused by

- change in the groundwater table
- quarrying or blasting performed with outside labour or for another and the consequent subsidence or land movement

4.8 ownership, possession or maintenance of real estate

4.9 fine or any similar sanction

4.10 a traffic accident as defined in the Finnish Motor Liability Insurance Act, irrespective of where the accident occurred

4.11 loss or damage caused by

- use of a vessel, boat or other water craft subject to registration or a sailing boat over 5.5 metres long
- use of an aircraft when the insured is liable to pay damages in the capacity of owner, possessor or user of the aircraft or as a person carrying out duties on board the aircraft or in his/her capacity as the employer of any such persons

4.12 loss or damage if this was a case of loss or damage specified in the Patient Injury Act

4.13 loss or damage caused gradually by vibration, smoke, soot, gas, moisture, water, sewage or pollution. However, the insurance covers loss which is indemnified under section 3 and which is caused by a temporary incident or circumstance due to an accidental error.

4.14 loss or damage insofar as this is covered by another liability insurance of the insured.

The insurance does not cover financial losses

4.15 caused to the insured persons themselves

4.16 caused to the insured person's employee or equivalent

4.17 caused to a partner

4.18 loss caused by miscalculations in accepting cash or making payments in cash

4.19 loss or damage that can be fixed by repairing the work that was incorrectly performed

4.20 loss or damage insofar as this is covered by another liability insurance of the insured.

## 5 Loss or damage not covered for doctors, dentists and vets

The insurance does not cover

5.1 loss or damage caused to the insured persons themselves

5.2 loss or damage caused to the insured person's employee or equivalent, insofar as the person concerned is entitled to indemnity under statutory workers' compensation insurance or motor liability insurance

5.3 loss or damage caused to the insured person's spouse, child or other family member

5.4 fine or any similar sanction

5.5 loss or damage caused by an action by the insured person in the capacity of a doctor, dentist or vet which he/she has been prohibited by the authorities or is otherwise unauthorised to perform

5.6 loss or damage if this was a case of loss or damage specified in the Patient Injury Act

5.7 loss or damage insofar as this is covered by another liability insurance of the insured.

5.8 A dentist's insurance policy does not cover the costs of implant prosthetics.

5.9 A vet's insurance policy does not compensate for injuries to a horse trained for competitive sports, or to a breeding horse.

## 6 Special measures to be taken on occurrence of an insurance event

6.1 In any matter covered by this insurance, the insurance company will determine whether the insured is liable to pay damages, will negotiate with the claimant and will pay the indemnity required by the loss.

6.2 The insured must provide the company with an opportunity to assess the amount of loss or damage and to reach an amicable settlement. If the insured makes good the loss, agrees thereon or accepts the claim, this will not be binding on the insurance company, unless the amount and basis of the damages are manifestly correct.

6.3 If damages coverable under this insurance are demanded from the insured in legal proceedings, the insured must immediately notify the insurance company of the proceedings. The company will handle the legal proceedings within the limits of the sum insured on behalf of the insured insofar as they concern the said damages.

6.4 If the insurance company has notified the insured of its readiness to settle with the injured party within the limits of the sum insured, and the insured does not consent thereto, the company is not obliged to indemnify for any extra costs incurred thereafter.

## 7 Indemnification regulations

7.1 The sum insured recorded in the policy is in each insurance event the upper limit for the insurance company's indemnification liability in terms of investigation and legal expenses.

Financial losses will be indemnified within one insurance period up to an amount that is double the sum insured entered in the insurance policy.

7.2 Multiple loss or damage caused by a single event or circumstance is considered a single insurance event.

7.3 In all insurance events, the insured is responsible for a certain amount of the loss, i.e. the deductible, which is specified in the insurance policy.

7.4 Legal provisions on value added tax will be taken into account in calculations of the amount of loss.

If the recipient of the indemnity is entitled, under the Value Added Tax Act, to deduct in his/her own value added taxation the value added tax included in purchase invoices for goods or services arising from the loss or to have the tax refunded, the tax is deducted from the indemnity.

If a deduction or refund right applies to the acquisition invoice of the property or the relevant part of it, the value added tax corresponding to the amount of loss is deducted from the indemnity.

If the indemnity is to be considered income which replaces business income subject to value added tax, the indemnity is exempt from tax.

7.5 Where several parties are jointly liable to make good a case of loss or damage, the insurance will indemnify for that part of the loss or damage which corresponds to the culpability attributable to the insured and to any advantage he/she may have gained through the insurance event.

# General terms of contract

The General Terms of Contract contain the relevant provisions of the Insurance Contracts Act (543/94). The symbol § in brackets refers to the relevant sections of the Insurance Contracts Act in which the matters in question are dealt with. The insurance contract is also subject to certain provisions of the Insurance Contracts Act not appearing from these General Terms of Contract.

## 1 Concepts (§2 and 6)

**The policyholder** is the party who has concluded an insurance contract with the insurer.

**The insurer** is OP Insurance Ltd. In these terms and conditions, the insurer is referred to as 'the insurance company'.

**The insured** is the party for whose benefit a non-life insurance is valid.

**The insurance period** is the agreed period recorded in the policy documents during which the insurance is valid. The insurance contract continues for one agreed insurance period at a time, unless either contracting party gives notice of termination.

**An insurance event** is an event for which compensation is paid under the insurance.

## 2 Disclosure of information prior to concluding an insurance contract

### 2.1 Policyholders and insured party's obligation to disclose information (§22 and 23)

Prior to the insurance being granted, the policyholder and the insured must provide full and correct answers to all questions presented by the insurance company which may affect the assessment of the insurance company's liability. During the validity of the insurance period, the policyholder and the insured must also correct without undue delay any information provided to the insurance company by him/her which he/she has found to be incorrect or insufficient.

### 2.2 Failure to disclose information (§23 and 34)

If the policyholder or the insured person has acted fraudulently with regard to the abovementioned obligation, the insurance contract is not binding on the insurance company. The insurance company has the right to withhold all premiums paid, even if the insurance is annulled.

If the policyholder or the insured has wilfully or through negligence which cannot be deemed minor failed in his/her obligation to disclose information, the compensation payable under the insurance can be reduced or disallowed. The effect of the erroneous or deficient information given by the policyholder or the insured on bringing about the loss or damage will be taken into account when reduction or disallowance is being considered. In addition, the policyholder's and the insured person's intent or the type of negligence and other circumstances will be taken into account.

If, due to incorrect or insufficient information provided by the policyholder or the insured person, the agreed premium is smaller than it would have been had the insurance company been given the correct and full information, the insurance company, when reducing the amount of compensation, takes account of the ratio of the agreed premium to the premium that would have been charged had the information provided been correct and full. If, however, the information provided differs only slightly from the correct and full information, the insurance company is not entitled to reduce the compensation.

## 3 Beginning of the insurance company's liability and validity of the insurance contract

### 3.1 Beginning of the insurance company's liability (§11)

If the insurance company has not agreed on any other date individually with the policyholder, the insurance company's liability will commence from the time when the insurance company or the policyholder has submitted or sent an affirmative reply to the offer/bid of the other contracting party.

The insurance company's liability does not commence, however, until the premium for the insurance has been paid if the policyholder has outstanding premiums overdue on other insurances taken from the insurance company.

The insurance bill contains a mention to this effect.

### 3.2 Premiums and terms and conditions

The insurance premium and other terms of contract are determined according to the policy anniversary. If another insurance is added to the contract, the premium and other contract terms are determined in accordance with the starting date of the added insurance.

## 3.3 Validity of the insurance contract (§16)

After the first insurance period, the insurance contract is valid for one agreed insurance period at a time, unless the policyholder or the insurance company terminates the contract.

The insurance contract can also be terminated on other grounds, as specified below under sections 4.2 and 12.

## 4 Insurance premium

### 4.1 Premium payment (§38)

The insurance premium must be paid within one month of the date on which the bill for the premium was sent by the insurance company to the policyholder.

The premiums of the individual insurance policies included in the same insurance contract are combined into a single premium to be invoiced in one or several instalments as agreed. If a premium arising from a change in the insurance contract is not combined with the earlier agreed instalments, this premium will be invoiced separately. The insurance premium paid for the insurance contract is divided amongst all cover types included in the contract in proportion to the relationship between the payment and the invoice, so that all continuous insurance types are valid until the same date.

If a payment by the policyholder is not sufficient to cover all the insurance company's insurance premium receivables, the policyholder has the right to decide which of the outstanding premiums the money is to be used for. However, the payment is used for the insurance contract to which the bill refers and to pay for the oldest outstanding amount under this contract, unless the policyholder has specified otherwise in writing.

### 4.2 Delay in payment of premium (§39)

If the policyholder has neglected to pay the premium in part or in full by the due date as referred to under section 4.1, the insurance company has the right to terminate the entire insurance contract 14 days after sending a notice of termination. The policy may also be terminated by one of the insurance companies referred to in clause 1 on behalf of another insurance company.

However, if the policyholder pays the outstanding premium in full before the end of the notice period, the insurance contract will not be terminated at the end of the notice period. The insurance company will state this option in its notice of termination.

If the delay of payment is caused by the policyholders financial difficulties resulting from illness, unemployment or other special reason primarily beyond the policyholder's control, then despite the notice given, the insurance will not expire until 14 days after the obstacle in question has ceased to exist. The contract will, however, expire three months from the end of the notice period, at the latest. The notice of termination will state this option concerning continuation of the insurance for a fixed period. The policyholder must notify the insurance company in writing of the financial difficulties referred hereto during the notice period at the latest.

If the premium is not paid by the due date referred to under section 4.1 above, penalty interest must be paid for the period of delay in accordance with the Interest Act.

The insurance company is entitled to compensation for costs incurred due to collection of insurance premiums under the Act on the Collection of Debts. 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.

### 4.3 Returning of premium at the termination of a contract (§45)

When determining the amount of returnable premium, the validity is calculated in days according to the insurance period to which the premium pertains.

However, the premium is not returnable in cases stated below in this clause or if the policyholder or the insured has acted fraudulently in the circumstances referred to in clause 2.2 above. The premium is not returned separately if the returnable sum is smaller than the sum in euros specified in the Insurance Contracts Act.

The insurance company charges a non-returnable minimum premium for liability insurance as stated in the insurance policy.

### 4.4 Setoff against premiums to be returned

Any one of the insurance companies may, on behalf of all of the insurance companies that may be acting as insurers in the Extrasure insurance cover, deduct any outstanding premiums overdue and other outstanding amounts from the premium to be returned.

## 5 Policyholder's obligation to disclose information about any increase in risk (§26 and 34)

In the case of non-life insurance, the policyholder must notify the insurance company of any essential change, during the insurance period, in the circumstances stated at the time of concluding the insurance contract or in the state of affairs recorded in the insurance policy which has increased the risk of loss or damage, and which the insurer cannot be deemed to have taken into account when concluding the contract. The policyholder must notify the insurance company of any such changes no later than one month from receipt of the annual bulletin following such a change. The insurance company will remind the policyholder of this obligation in the annual bulletin.

Such may include a change in the type or extent of operations.

If the holder of a non-life insurance policy has wilfully or through negligence which cannot be deemed minor failed to notify the insurance company of the increased risk, the insurance company may reduce or disallow compensation payable under the insurance. The effect of the changed, risk-increasing circumstance on the occurrence of the loss or damage is taken into account when considering whether to reduce or disallow the compensation. The policyholder's intent or the type of negligence and any other circumstances will also be taken into account.

If, due to incorrect or insufficient information provided by the policyholder or the insured person, the agreed premium is smaller than it would have been had the insurance company been given the correct and full information, the insurance company, when reducing the amount of compensation, takes account of the ratio of the agreed premium to the premium that would have been charged had the information provided been correct and full. If, however, the information provided differs only slightly from the correct and full information, the insurance company is not entitled to reduce the compensation.

## 6 Obligation to prevent and limit loss or damage

### 6.1 Obligation to observe safety regulations (§31 and 34)

The insured must observe the safety regulations recorded in the policy, in the insurance terms and conditions or otherwise provided in writing.

### 6.2 Obligation to prevent and limit loss or damage (salvage obligation) (§32, 34 and 61)

In the case of an insurance event or the immediate threat of one, the insured person must, in accordance with his/her abilities, take the necessary action to prevent or limit the loss or damage. If the loss or damage is caused by a third party, the insured must take the necessary action to uphold the insurance company's right vis-à-vis the liable party. The insured person must, for instance, attempt to establish the identity of the tort-feasor. If the loss or damage resulted from a punishable act, the insured person must, without delay, report it to the police and sue the offenders if the insurance company's interest so requires. The insured person must, in other respects, too, observe all instructions given by the insurance company aimed at preventing and mitigating loss or damage.

The insurance company will indemnify for reasonable expenses incurred due to fulfilling the above duty of salvage even if the sum insured were thus be exceeded.

### 6.3 Failure to observe the safety regulations and the salvage obligation (§31 and 32)

Under liability insurance, negligence on the part of the insured person will not lead to compensation being reduced or disallowed.

However, if the insured person has wilfully or through gross negligence failed to observe the safety regulations or the duty of salvage, or if the insured persons use of alcohol or other intoxicant has contributed to the negligence, compensation may be reduced or disallowed.

If the insured has through gross negligence failed to observe the safety regulations or the duty of salvage or if the insured person's use of alcohol or other intoxicant has contributed to the negligence, the insurance company will nevertheless pay from the liability insurance that part of the compensation which the natural person who has suffered the loss or damage has been unable to collect because of the insured person's state of insolvency as authenticated by distraint or bankruptcy.

## 7 Causing an insurance event (§30 and 34)

The insurance company is released from liability to the insured if the insured has wilfully caused the insurance event.

If the insured has caused an insurance event through gross negligence or if the insured person's use of alcohol or some other intoxicant has contributed to the insurance event, the compensation payable to them may be reduced or disallowed.

The effect of the insured's action on the occurrence of the loss or damage is also taken into account in considering whether the compensation is to be reduced or disallowed in the above-mentioned cases. The insured person's intent or the type of negligence and other circumstances will also be taken into account.

If the insured person has caused an insurance event through gross negligence or if his/her use of alcohol or other intoxicant has contributed to the insurance event, the insurance company will nevertheless pay under the liability insurance that part of the compensation which the natural person who has suffered the loss or damage has been unable to collect because of the insured persons state of insolvency as authenticated by distraint or bankruptcy.

## 8 Claims settlement procedure

### 8.1 Duties of claimant (§69 and 72)

The claimant shall immediately notify the insurance company of the insurance event. This can be done by filling in the insurance company's loss report form.

The claimant must provide the insurance company with documents and information necessary for the assessment of the company's liability. These include documents and information which confirm whether an insurance event occurred, the extent of the loss or damage and who is to be indemnified (for example, police investigation report and report of offence to the police).

The claimant is required to obtain the documentation which he/she is reasonably able to obtain, although taking into account that the insurance company may also acquire such documentation.

The claimants shall acquire and submit to the insurance company said documentation and information at their own cost, unless otherwise agreed.

All crimes must be reported to the local police without delay.

If requested by the insurance company, the police investigation report must be sent to it. The company will pay for any costs for acquiring the police investigation reports.

The insurance company must be given the opportunity to assess the loss or damage. Any assessment of loss or damage by the insurance company does not imply that the insurance will indemnify for the loss or damage.

A damaged object must not be disposed of without special reason.

The insurance company is not required to pay compensation before it has received the above documentation.

If the claimant has, after the insurance event, fraudulently provided the insurance company with incorrect or incomplete information relevant to evaluating the insurance event and assessing the insurance company's liability, the indemnity may be reduced or disallowed, depending on what is reasonable in the circumstances.

Insurance companies share a non-life insurance information system which can be used in processing claims to check claims submitted to different companies.

### 8.2 Limitation on right to obtain compensation (§73)

A claim for compensation must be presented to the insurance company within 12 months of the date when the claimant became aware of the insurance and was informed of the insurance event and the damaging consequences of that event. A claim for compensation must in any case be presented within 10 years of the date when the insurance event occurred or, in the case of insurance taken out against liability for damages, the damaging consequences were caused. Reporting an insurance event is comparable to presenting a claim. If the claim is not presented within the said period, the claimant loses his/her right to obtain compensation.

### 8.3 Setoff against compensation

Any one of the insurance companies may, on behalf of all of the insurance companies that may be acting as insurers under the Extrasure insurance cover, deduct any outstanding premiums overdue and other outstanding overdue amounts from compensation.

## 9 Lodging an appeal against a decision taken by the insurance company (§8, 68 and 74)

### 9.1 Right to correct

If a policyholder or claimant suspects that the insurance company has made a mistake in its claim settlement decision, he/she has the right to obtain more information about matters which have led to the decision.

### 9.2 FINE and the Consumer Disputes Board

The Finnish Financial Ombudsman Bureau ([www.fine.fi](http://www.fine.fi)) offers free and independent advice and assistance. The Finnish Financial Ombudsman Bureau and the Finnish Insurance Complaints Board also give settlement recommendations in civil action cases. FINE does not handle a dispute pending in the Consumer Disputes Board or a court of law or processed by the Consumer Disputes Board or a court of law.

A decision made by an insurance company may also be submitted to the Consumer Disputes Board ([www.kuluttajariita.fi](http://www.kuluttajariita.fi)). Before submitting a matter to the Consumer Disputes Board, consumers should first consult the Local Register Office's Consumer Advice services ([www.kuluttajaneuvonta.fi](http://www.kuluttajaneuvonta.fi)). The Consumer Disputes Board will not process any disputes that are pending or already processed at the Finnish Insurance Complaints Board or a court of law.

### 9.3 District court

If the policyholder or claimant is dissatisfied with the insurance company's decision, he/she may bring action against the insurance company.

Action against the insurance company's claim settlement decision must be brought within three years of the policyholder or claimant being informed in writing about the insurance company's decision and the time limit. The right to bring action ceases once the time limit has expired.

Handling of a case by a board will interrupt the limitation period for the right to bring action.

## 10 The insurance company's right of recovery (§75)

The insured person's right to claim damages from a third party which is held liable transfers to the insurance company up to the amount of compensation paid by the insurance company.

If the loss or damage was caused by a third party as a private person or as an employee, a civil servant or any other person comparable to these as referred to in Chapter 3, Section 1 of the Tort Liability Act, the right of recovery will be transferred to the insurance company only if the person in question caused the insurance event wilfully or through gross negligence or is held liable regardless of the nature of his/her negligence.

## 11 Altering an insurance contract

### 11.1 Altering the terms of contract during the insurance period (§18)

The insurance company has the right to alter the insurance premiums or other terms of contract during the insurance period to correspond to the changed circumstances if

- 1) the policyholder or the insured person has neglected his/her obligation to disclose information as referred to in clause 2 above; or
- 2) during the insurance period, a change as referred to in clause 5 above has occurred in the circumstances recorded in the insurance policy or reported by the policyholder or the insured person to the insurance company at the time the contract was concluded.

After being informed of said change, the insurance company will notify the policyholder without undue delay of how and from what date the premium or other terms of contract will be altered. The notification shall state that the policyholder has the right to cancel the insurance.

### 11.2 Altering the terms of contract of a continuous policy at the end of an insurance period (§19)

#### Notification procedure

The insurance company has the right to alter the insurance terms and conditions, and premiums and other terms of contract at the end of the insurance period on the basis of

- new or amended legislation or a regulation issued by the authorities
- change in legal practice
- an unforeseeable change in circumstances (e.g. an international crisis, exceptional natural event and catastrophe)
- change in claims expenditure and cost levels
- change in a factor or circumstance which, in the view of the insurance company, as an effect on the amount of premium. Such may include the age or domicile of the policyholder or person insured, the age, location, properties or place of insurance of the object of insurance or part thereof.

The insurance company also has the right to make minor changes to the insurance terms and conditions and other terms of contract provided that the changes do not affect the primary content of the insurance contract.

If the insurance company alters the insurance contract as outlined above, it will, when sending an insurance bill, notify the policyholder of the changes in the insurance premium and other terms of contract. 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.

The insurance contract may also change in accordance with clause 11.3 below concerning index regulations.

In addition to the above, the insurance company has the right to make changes owing to bonus, customer loyalty and owner-customer matters or other similar reasons. The amount of the insurance premium is also affected by any customer bonuses or discounts, the amounts of which, the grounds of and durations and periods of validity may vary.

#### Changes requiring termination of insurance

If the insurance company alters the insurance terms and conditions, premiums or other terms of contract in cases other than those listed above or discontinues an actively marketed benefit, the insurance company must give written notice of termination of the insurance as of the end of the insurance period. The notice will be sent one month before the end of the insurance period at the latest.

### 11.3 Effect of the index

The deductibles in the insurance policy are linked to the consumer price index.

The adjustment index used is the index for September of the calendar year preceding the first day of the insurance period. The sum insured recorded in the insurance policy is adjusted at the beginning of every insurance period by the same percentage as the adjustment index deviates from the adjustment index most recently used.

The deductible is rounded off to the nearest full euro.

## 12 Termination of insurance contract

### 12.1 Policyholder's right to terminate the insurance (§12)

The policyholder has the right, at any time, to terminate the insurance contract during the insurance period. Notice of termination must be given in writing. Notice of termination given in any other manner shall be null and void. If the policyholder has not specified a later termination date for the insurance, the insurance will terminate on the date the notice was submitted or sent to the insurance company.

### 12.2 Insurance company's right to terminate insurance during insurance period (§15)

The insurance company has the right to give notice of termination of the insurance during the insurance period if

- 1) the policyholder or the insured person has, before the insurance was granted, provided incorrect or insufficient information and the insurance company, had it known the circumstances, would have refused to grant the insurance;
- 2) during the insurance period, a change which has substantially increased the risk of loss or damage has occurred in the circumstances recorded in the insurance policy or reported by the policyholder or the insured person to the insurance company at the time of concluding the contract, and which the insurance company cannot be deemed to have taken into account when concluding the contract;
- 3) the insured person has wilfully or through gross negligence failed to observe the safety regulations;
- 4) the insured person has wilfully or through gross negligence caused the insurance event, or
- 5) the insured person has, after the insurance event, fraudulently provided the insurance company with incorrect or insufficient information relevant to the assessment of the insurance company's liability.

Having been informed of the grounds for permitting termination, the insurance company will give written notice of termination without undue delay. The notice of termination will contain a mention of the grounds for termination. The insurance contract will end one month from the time the notice was sent.

The insurance company's right to give notice of termination of insurance owing to an outstanding insurance premium is defined in clause 4.2 above.

### 12.3 The insurance company's right to terminate the insurance at the end of the insurance period (§16)

The insurance company has the right to terminate a non-life insurance contract effective as of the end of the insurance period. The notice of termination will contain a mention of the grounds for termination. The notice will be sent one month before the end of the insurance period at the latest.

## 13 Applicable law

All insurance contracts are subject to Finnish law.

## 14 Other matters dealt with in the Insurance Contracts Act

The Insurance Contracts Act also covers the following matters:

- Scope of application (§1)
- Peremptory nature of provisions (§3)
- Insurance company's obligation to disclose information (§4b-7 and 9)
- Information on reason for rejection (§6a)
- Insurance company's obligations (§7-9, 67-68 and 70)
- Insignificance of misrepresentation or increase in underlying risk (§35)
- Irresponsibility and emergency (§36)
- Payment of a delayed non-life insurance premium (§42)
- Limitation on insurer's right to insurance premium (§46)
- Overinsurance and underinsurance (§57-58)
- Double insurance (§59-60)
- Persons covered by property insurance (§62)
- Change of owner (§63)
- Notification that insurance cover ceases or is limited (§64)
- Position of insured after occurrence of insurance event (§65)
- Priority to compensation (§66)
- Injured party's entitlement to compensation under general liability insurance (§67)
- Appeal against insurer's decision on claim under general liability insurance (§68)
- Payment to wrong person (§71)
- Subrogation (§75)



# Good to know

## General cover restrictions and exclusions

We do not cover any loss or damage caused wilfully or through gross negligence. Moreover, the insurance policies do not cover nuclear accidents or loss or damage indemnified under a specific guarantee, law or other agreement.

## Inception and termination of insurance and the minimum payment

Your policy will come into force as soon as we have received your insurance application. If you wish, you may choose a later date of commencement. If the policy cannot be granted, we are not responsible for any damage. The insurance is valid until further notice but you may give notice of termination of the insurance at any time.

Note! During the insurance period, we may charge an insurance-based minimum premium.

If the bill for the premium is not paid by the due date, we can terminate your insurance contract automatically with two weeks' notice. We also charge penalty interest and collection costs.

The insurance can also be terminated if the policyholder or the insured has

- provided incorrect information
- failed to observe the safety regulations
- caused loss or damage wilfully or through gross negligence
- increased the risk of loss or damage, for example by giving property to the use of a third party.

## The policy may be changed annually

We have the right to alter the insurance terms and conditions, and premiums and other terms of contract at the end of your insurance period on the basis of

- new or amended legislation or a regulation issued by the authorities
- unforeseen change in circumstances, such as an international crisis
- change in claims expenditure or index
- a change in interest rates concerning life insurance.

Please note that various price factors affect the insurance premium at the moment of purchase and that, on that basis, the payment may also change while the insurance is valid. The price factors affecting the insurance are available in conjunction with the product description.

We may also make minor changes to the insurance terms and conditions and other terms of contract provided that the changes do not affect the primary content of the insurance contract.

The insurance company has the right to make price changes as a result of bonus, customer loyalty and owner–customer matters or other similar reasons. The premium amount is affected, at the time the policy is taken out and also later during its validity by any customer benefits and discounts, the amounts of which and the grounds for granting them, and duration and validity periods may change, for example, when a fixed-period discount or campaign discount comes to an end.

## Insurance sales commissions

The insurance company will pay a commission that is either a percentage of the insurance premium or a fixed fee based on the number of policies sold. The commission and its amount is affected by the insurance product and sales channel. The commission is paid to the agent or insurance company employee.

## How to make a claim

A claim for compensation must be made within 12 months from the date when you became aware of the insurance and received information about the loss or damage and its consequences and, at the latest, within 10 years of the occurrence of the loss or damage or, in the case of insurance taken out against liability for damages, the damaging consequences were caused.

## For advice concerning compensation and insurance policies,

phone our insurance policy and claims service number on +358 (0)10 253 1333

Insurance and financial advice is provided by

- The Finnish Financial Ombudsman Bureau (FINE), tel. +358 (0)9 685 0120, [www.fine.fi](http://www.fine.fi)

If you wish to file a complaint or an appeal, please contact

- The Customer Ombudsman, [asiakasiamies@op.fi](mailto:asiakasiamies@op.fi)
- The Finnish Financial Ombudsman Bureau and Insurance Complaints Board (FINE), tel. +358 (0)9 685 0120, [www.fine.fi](http://www.fine.fi)
- Consumer Disputes Board, tel. +358 (0)10 366 5200, [www.kuluttajariita.fi](http://www.kuluttajariita.fi)  
First visit: [www.kuluttajaneuvonta.fi](http://www.kuluttajaneuvonta.fi).
- Traffic Accident Board, tel. +358 (0)10 286 8200, [www.liikennevahinkolautakunta.fi](http://www.liikennevahinkolautakunta.fi)

You may also submit the case to court within three years of our decision.

## Confidentiality

We will handle your personal data according to the law, Privacy Statement and Privacy Policy and also make use of automatic decision-making in insurance and claim settlement decisions.

When you buy an insurance policy, any automatic decision to grant the policy will be based on the information you have submitted, our customer register and the credit information register, in accordance with our customer selection guidelines. Should a loss occur, any automatic decision by us will be based on the loss details you have provided, on the insurance terms and conditions and our customer register, as well as information in the joint claims register kept by insurance companies. The insurance policy is also be terminated automatically in the event of the non-payment of premiums.

Read more about privacy protection at [uusi.op.fi/dataprotection](http://uusi.op.fi/dataprotection).

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Domicile: Helsinki. Main line of business: insurance operations