

# OP Duo Best Price Protection

Inter Partner Assistance S.A. OP DUO 01122021EN

01/12/2021

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## **Claims Team**

09:00-17:00 Monday - Friday

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# **BENEFIT TABLE**

Cover	Limit	Excess
Best Price Protection		
Best price protection, maximum per 365 day period	up to €500	Nil
- Minimum Purchase Amount	€50	-

# **ABOUT YOUR COVER**

#### INTRODUCTION

This document is not a contract of insurance but summarises the benefits provided to you by virtue of your holding a OP Duo Card through OP Retail Customers Plc. The provision of those benefits is enabled by an insurance policy held by and issued to OP Retail Customers by Inter Partner Assistance.

OP Retail Customers Plc is the only policyholder under the insurance Policy and only it has direct rights against the insurer under the policy. This agreement does not give you direct rights under the Policy of Insurance, it enables you, as a OP Duo cardholder to receive benefits. Strict compliance with the terms and conditions of this agreement is required if you are to receive its benefit.

#### **ELIGIBILITY**

The benefits summarised in this document are dependent upon you being a valid OP Duo cardholder at the time of any incident giving rise to a claim. OP Retail Customers Plc will give you notice if there are any material changes to these terms and conditions or if the Policy supporting the benefits available under this agreement is cancelled or expires without renewal on equivalent terms.

This is your benefit guide and agreement with us. It contains details of benefits, conditions and exclusions relating to all cardholders and is the basis on which all claims you make will be settled.

#### **INSURER**

This policy is underwritten by Inter Partner Assistance SA, member of the AXA Assistance group, Avenue Louise 166, 1050 Brussels, Belgium, insurance company regulated by the National Bank of Belgium under the number 0487, Company number: 0415.591.055.

#### **POLICYHOLDER**

OP Retail Customers Plc, Gebhardinaukio 1, 00510 Helsinki.

#### **DUAL INSURANCE**

If several insurers have issued an insurance for the same benefit for the same damage, each of them is liable to the insured as if he had issued insurance alone. However, the insured is not entitled to receive compensation from the various insurances in total more than the amount of the damage.

## IMPORTANT INFORMATION

- 1. This policy will be governed by the laws of Finland.
- 2. In order to be eligible to receive cover under this benefit schedule **you** will only be covered for BEST PRICE PROTECTION if 100% of the **eligible item/s** total cost has been charged to the **covered card**.

#### **DEFINITIONS**

Any word or expression which relates to a definition will have the same meaning throughout the benefit schedule and will be highlighted in **bold**.

BENEFIT TABLE	The table listing the benefit amounts on page 2.
CARDHOLDER	The holder of a <b>covered card</b> .
CLAIM DATE	The date <b>you</b> find an identical item available at a <b>store</b> within the <b>country of residence</b> .
COUNTRY OF RESIDENCE	Finland. The country in which <b>you</b> legally reside. <b>You</b> must have a residential address that <b>you</b> can refer to within that country.
COVERED CARD	A OP Duo card, issued by OP Retail Customers Plc, the card being valid, activated, and the account balance having been paid in accordance with the <b>Cardholder</b> agreement at the time of any incident giving rise to a claim.

# **ABOUT YOUR COVER**

ELIGIBLE ITEM	An item bearing the name or brand of the retailer or manufacturer with a minimum purchase price of €50, purchased by <b>you</b> solely for personal use (including gifts), which has been charged fully to <b>your covered card</b> in a single transaction from a <b>store</b> and is not listed as an item which is not covered.
PERIOD OF COVER	Cover begins at the start date of <b>your covered card</b> . Cover will end when the card account is terminated or when these benefits are cancelled or expire.
	Purchases made after the start date of <b>your covered card</b> are covered under BEST PRICE PROTECTION.
STORE	A place that <b>you</b> can physically enter and buy goods in the <b>country of residence</b> or their online retail website.
WE/US/OUR	The service provider, arranged by Inter Partner Assistance S.A.
YOU/YOUR/COVERED PERSON(S)	The <b>Cardholder</b> and his/her spouse or legal partner (any couple in a common law relationship living permanently at the same address), all living in the <b>country of residence</b> .
	In order to be eligible to receive cover under this benefit schedule <b>you</b> will only be covered for BEST PRICE PROTECTION if 100% of the <b>eligible item/s</b> total cost has been charged to the <b>covered card</b> .

#### CONDITIONS APPLICABLE TO BEST PRICE PROTECTION

**You** must comply with the following conditions to have the full protection of this policy. If **you** do not comply **we** may at **our** option refuse to deal with **your** claim, or reduce the amount of any claim payment.

- 1. **You** must take all reasonable care and precautions prevent a claim happening. **You** must act as if **you** are not covered and take steps to minimise **your** loss as much as possible and take reasonable steps to prevent a further incident and to recover missing property.
- 2. **We** ask that **you** notify **us** within 28 days of **you** becoming aware that **you** need to make a claim and that **you** return **your** completed claim form and any additional information to **us** as soon as possible.
- 3. **You** must not abandon any property for **us** to deal with and keep any damaged items as **we** may need to see them.
- 4. **You** must provide all necessary documentation requested by **us** on page 8 at **your** expense. **We** may also request more documentation than what is listed to substantiate **your** claim. If **you** do not provide this any claim may be refused.
- 5. **You** or **your** legal representatives must send **us** at **your** own expense all information, evidence, original invoices, receipts, reports, assistance that may be needed including details of other insurance policies that may cover the claim. **We** may refuse to reimburse **you** for any expenses for which **you** cannot provide receipts or bills. Please keep copies of all documents sent to **us**.
- 6. **You** must not admit, deny, settle, reject, negotiate or make any arrangement for any claim without **our** permission.
- 7. **We** have the right, if **we** choose, in **your** name but at **our** expense to:
  - take over the settlement of any claim;
  - take legal action in **your** name to get compensation from anyone else for **our** own benefit or to get back from anyone else any payments that have already been made;
  - take any action to get back any lost property or property believed to be lost.
- 8. If **you** or anyone acting for **you** in any respect, attempts to gain funds, information or other assets by deception or any other illegal means, including deliberate misrepresentation or omission of facts in order to misrepresent the true situation, this policy shall become void. **We** may inform the police and **you** must repay to **us** any amount already received under the policy.
- 9. If **we** pay any expense which is not covered, **you** must pay this back within one month of **our** asking.

# **ABOUT YOUR COVER**

- 10. **We** will make every effort to apply the full range of services in all circumstances as shown in the policy. Remote geographical locations or unforeseeable adverse local conditions may prevent the normal standard of service being provided.
- 11. If **you** possess multiple OP Retail Customers Plc cards **we** will only pay the highest single limit of the cards, the benefit values will not be cumulative.

#### **EXCLUSIONS APPLICABLE TO BEST PRICE PROTECTION**

These exclusions apply throughout **your** policy. **We** will not pay for claims arising directly or indirectly from:

- 1. Under all sections, any claim arising from a reason not listed in WHAT IS COVERED.
- 2. Claims where **you** have not provided the necessary documentation requested by **us** on page 8 at **your** expense. **We** may also ask for more documentation than what is listed to substantiate **your** claim.
- 3. **Your** own unlawful action or any criminal proceedings against **you** or any loss or damage deliberately carried out or caused by **you**.
- 4. Any other loss, damage or additional expense following on from the event for which **you** are claiming. Examples of such loss, damage or additional expenses would be the cost incurred in preparing a claim, loss of earnings, loss or costs incurred arising from the interruption of **your** business, inconvenience, distress, or loss of enjoyment.
- 5. Any costs **you** would have been required or been expected to pay, if the event resulting in the claim had not happened.
- 6. Any circumstances known to **you** before the card becoming active, which could reasonably have been expected to lead to a claim under this policy..
- 7. Costs of telephone calls or faxes, internet charges unless they are documented as costs to contact **us**.
- 8. No insurer shall be deemed to provide and no insurer shall be liable to pay any claim or provide any benefit here under to the extent that the provision of such cover, payment or such claim of such benefit would expose that insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.
- 9. Any virtual currency including but not limited to crypto-currency, including fluctuations in value.

# **YOUR BENEFITS**

#### **BEST PRICE PROTECTION**

#### WHAT IS COVERED

**We** will refund the difference between the original price paid for an **eligible item** and the reduced selling price for the identical **eligible item** (manufacture year, make, model as well as identical accessories) found at any **store**, if the reduction is discovered within 30 days of purchase and equal to or higher than €50.

**We** will not pay more than the maximum per **eligible item** amount shown in the **benefit table** for any one event, or more than the maximum amount shown in the **benefit table** in any one 365 day period.

#### IMPORTANT CLAIMS CONDITIONS

- 1. There is no limit to the number of purchases **you** may make.
- 2. The original retail price of the item must be at least €50.
- 3. The item must be paid for in full using **your covered card**.
- 4. The **eligible item** must be purchased from a **store** that has a physical presence in the **country of residence**, excluding Duty Free **stores** and are not listed as an item which is not covered.
- 5. Only items intended for personal use are covered.
- 6. BEST PRICE PROTECTION provides cover only for claims that are not covered by other applicable low price guarantees, insurance or indemnity policies, subject to the stated limits of liability.

Please refer to MAKING A CLAIM for the documents you would need to provide

#### WHAT IS NOT COVERED

- 1. Eligible items purchased, or reduced selling price items found, outside of the country of residence.
- 2. Incidents which cannot be proven from the existing documentation.
- 3. Items for sale from a **store** belonging to the same chain in a different location, retailing at a lower price.
- 4. Items which have been purchased used, altered, second-hand or are purchased fraudulently or illegally.
- 5. Services or any immaterial item.
- 6. Cash, traveller's cheques, tickets, documents, currency, negotiable instruments, shares of any type, bullion, silver and gold.
- 7. Art, antiques, furs, rare coins, stamps, one of a kind items and collector's items.
- 8. Jewellery, precious metals and gemstones.
- 9. Special order or mail order items.
- 10. Animals, living plants or any other living things.
- 11. Consumables or perishable goods, fuel.
- 12. Permanent installations such as garage door openers and alarms).
- 13. Motorised vehicles of any kind, bicycles, watercraft, caravans, trailers, hovercraft, aircraft and parts or accessories for any of these items and consumable products necessary to their use and maintenance.
- 14. Items intended for business, professional or commercial purposes.
- 15. Holidays or excursions.
- 16. Land, premises, buildings or flats.
- 17. Items from any auction including auction websites and television channels.
- 18. Items available only on an internet website and not available for the same price in a **store**.
- 19. Items purchased from a retailer that has an online retail website only and does not also have a **store you** can physically enter, within **your country of residence.**

# **YOUR BENEFITS**

- 20. Items purchased in a going out of business sale, end of season clearance (including, but not limited to "Black Friday" sales, "Cyber Monday" sales) or cash only sale.
- 21. Customised or specially made items.
- 22. Medical, health care, optical or dental devices or equipment or pharmaceutical products.
- 23. Taxes, delivery, shipping, handling or other processing charges.
- 24. Treatment costs.
- 25. Incorrectly priced items, errors or omissions.
- 26. Items from duty free, lower tax or tax free zones.
- 27. Items purchased from a internet website or a **store** in liquidation or administration.
- 28. Any purchase done by the staff, managing directors or owner and their spouses of the **store** or the sales spot where the **eligible item** was purchased or of the **store** or sales outlet where the price difference was found.

Please refer to CONDITIONS APPLICABLE TO BEST PRICE PROTECTION and EXCLUSIONS APPLICABLE TO BEST PRICE PROTECTION.

# **GETTING IN CONTACT**

#### **HOW TO MAKE A CLAIM**

Please call **our** claims helpline on +358 9 4245 7344 (Monday - Friday 09:00 – 17:00) to obtain a claim form. **You** will need to give:

- your name
- your policy number
- brief details of your claim.

**We** ask that **you** notify **us** within 28 days (unless otherwise stated) of **you** becoming aware of needing to make a claim and return the completed claim forms with any additional requested documentation as soon as possible.

Please keep a copy of all documents sent to **us**. To help **us** agree a quick and fair settlement of a claim, it may sometimes be necessary for **us** to appoint a claims handling agent.

**You** will need to obtain some information about **your** claim. **We** may ask for more documentation than what is listed below to substantiate **your** claim. If **you** do not provide the necessary documentation **your** claim could be refused. Below is a list of the documents required to assist **us** to deal with **your** claim as quickly as possible.

#### FOR ALL CLAIMS

- Your original invoice(s).
- Original receipts and accounts for all out-of-pocket expenses you have to pay
- Original bills or invoices you are asked to pay.
- Details of any other insurance that may also cover the incident.
- Any documentation you have to substantiate your claim
- Original receipts or proof of ownership for the item(s).

#### **COMPLAINTS PROCEDURE**

**We** make every effort to provide **you** with the highest standards of service. If on any occasion **our** service falls below the standard **you** would expect **us** to meet, the procedure below explains what **you** should do.

You can contact the Complaints Team, who will arrange an investigation on your behalf, at:

AXA Partners, PL 43, 00501 Helsinki.

Or you may telephone: +358 9 4245 7344.

If **you** have not received the expected resolution from the insurer, **you** can contact the Finnish Financial Ombudsman bureau, Porkkalankatu 1, 00180 Helsinki, puh. 09 685 0120.

**You** are also able to get a recommendation solution from The Consumer Disputes Board PL 306, 00531 Helsinki.

If **you** are not satisfied with the resolution of the insurer, **you** can also start legal proceedings at the District Court of Helsinki or at the relevant court in **your** domicile within 3 years of **your** receiving the claims decision from the insurer.

These procedures do not affect **your** right to take legal action.

#### CANCELLATION OF BENEFITS

These benefits are included with **your covered card**, the benefits cannot be cancelled separately. If **you** cancel the **covered card** the cover will end and all benefits will stop. Please see **your** Credit Card agreement for full details of how to cancel the **covered card**.

### **USE OF YOUR PERSONAL DATA**

By providing **your** personal information in the course of purchasing this policy and using **our** services, **you** acknowledge that **we** may process **your** personal information. **You** also consent to **our** use of **your** sensitive information. If **you** provide **us** with details of other individuals, **you** agree to inform them of **our** use of their data as described here and in **our** website privacy notice available at <a href="https://www.axapartners.com/en/page/en.privacy-policy">www.axapartners.com/en/page/en.privacy-policy</a>.

Processing your personal information is necessary in order to provide you with an insurance policy and other

# **GETTING IN CONTACT**

services. **We** also use **your** data to comply with **our** legal obligations, or where it is in **our** legitimate interests when managing **our** business. If **you** do not provide this information **we** will be unable to offer **you** a policy or process **your** claim.

**We** use **your** information for a number of legitimate purposes, including:

- Underwriting, policy administration, claims handling, complaints handling, sanctions checking and fraud prevention.
- Use of sensitive information about **you** or others where relevant to any claim or assistance request, in order to provide the services described in this policy. By using **our** services, **you** consent to **us** using such information for these purposes.
- Monitoring and/or recording of your telephone calls in relation to cover for the purposes of record-keeping, training and quality control.
- Technical studies to analyse claims and premiums, adapt pricing, support subscription process and consolidate financial reporting (incl. regulatory). Detailed analysis on claims to better monitor providers and operations. Analysis of customer satisfaction and construction of customer segments to better adapt products to market needs.
- Obtaining and storing any relevant and appropriate supporting evidence for **your** claim, for the purpose of providing services under this policy and validating **your** claim.
- Sending **you** feedback requests or surveys relating to **our** services, and other customer care communications.

**We** may disclose information about **you** and **your** insurance cover to companies within the AXA group of companies, to **our** service providers and agents in order to administer and service **your** insurance cover, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law.

**We** will separately seek **your** consent before using or disclosing **your** personal data to another party for the purpose of contacting **you** about other products or services (direct marketing). **You** may withdraw **your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

When carrying out these activities, **we** may transfer **your** personal information outside the UK or the European Economic Area (EEA). Where this happens **we** will make sure that the appropriate safeguards have been implemented to protect **your** personal information. This includes ensuring similar standards to the UK and EEA are in force and placing the party **we** are transferring personal information to under contractual obligations to protect it to adequate standards.

**We** keep **your** personal information for as long as reasonably necessary to fulfil the relevant purposes set out in this notice and in order to comply with **our** legal and regulatory obligations.

**You** are entitled to request a copy of the information **we** hold about **you**. **You** also have other rights in relation to how **we** use **your** data, as set out in **our** website privacy notice. Please let **us** know if **you** think any information **we** hold about **you** is inaccurate so that **we** can correct it.

If **you** want to know how to make a complaint to **your** data protection authority or have any other requests or concerns relating to **our** use of **your** data, including obtaining a printed copy of the website privacy notice please write to **us** at:

Data Protection Officer AXA 106-108 Station Road Redhill RH1 1PR

Email: dataprotectionenquiries@axa-assistance.co.uk