

Insurance for your car and vehicle

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Motor Vehicle Cover terms and conditions

1 Content and purpose of insurance

These insurance terms and conditions apply to vehicles entered in the insurance policy.

The purpose of this insurance is to indemnify, under these terms and conditions, for any direct material damage caused to the object of insurance by the insurance event, and other expenses specified elsewhere in the terms and conditions.

The motor insurance options that are available are Super, Standard, Maxi and Medium Motor Insurance. The insurance coverage has been entered in the policy. Financial insurance is a supplementary insurance if it has been entered in the policy.

2 Territorial limits

The insurance is valid everywhere in Europe and in Green Card countries outside Europe, except

- in the non-European parts of Russia.
- Theft cover for passenger cars and motorcycles in private use is not valid in Russia, Belarus, Ukraine or Moldova unless a separate agreement has been concluded on this and on the special terms and conditions regarding the territorial limits of the insurance. The exclusion does not, however, apply to camper vans.
- Theft cover for passenger cars and motorcycles in private use included in Medium Motor Insurance is not valid in Estonia, Latvia, Lithuania, Poland, Russia, Belarus, Ukraine or Moldova. The territorial scope of validity of theft cover included in Medium Motor Insurance cannot be extended.
- Emergency road service cover which is included in Medium Motor Insurance is valid only in Finland, Sweden, Norway and Denmark and in transportation between these countries.

For the territorial limits of legal expenses cover, see clause 7.3.

3 Safety regulations

3.1 General

The purpose of these safety regulations is to prevent risks and minimise damage.

Safety regulations must be observed. Failure to observe the safety regulations may result in a reduction or disallowance of indemnity (see General terms of contract, clause 6).

3.2 Right to drive a motor vehicle

The driver of a motor vehicle must have a valid driving licence issued by the authorities for the vehicle category in question or an age-based right to drive a vehicle. A person driving a motor vehicle must not be tired or ill. (Road Traffic Act).

A motor vehicle must not be given to another person to drive without confirming his/her identity and that he has the right to drive a vehicle of such a category or has an age-based right to drive the vehicle. (Road Traffic Act).

3.3 Condition of a motor vehicle

The motor vehicle must be in a roadworthy condition as specified in the relevant rules and regulations, and inspected as prescribed. For example, the tyres and brakes must conform with regulations.

The locking devices of the motor vehicle must be in a condition which meets their requirement to provide protection.

3.4 Supervision of a motor vehicle

A motor vehicle which has developed a fault, been damaged, run out of fuel or has had to be abandoned by the roadside for some other reason must be transferred to a safe storage place as soon as possible.

During a stated period of non-use or if, for some other reason, the motor vehicle is not in use for a longer period, the vehicle must be supervised weekly.

If the vehicle is in a place where it cannot be normally supervised, the person in charge of the vehicle must check that the vehicle is in safekeeping by visiting the place personally or arrange to have it checked by someone else at least once a month.

3.5 Safekeeping of key coding information

No information enabling the fabricating of keys to the vehicle may be kept in the vehicle or in the storage space of the vehicle.

3.6 Fire safety in the storage place

A naked flame may not be used and smoking is not permitted in a place where motor vehicles are kept.

3.7 Heating a motor vehicle

In addition to the standard accessories, only a device approved for motor vehicles may be used to heat the engine, power transmission equipment, interior and other parts or a motor vehicle. Adequate circulation of air must be ensured for interior heaters. Placing a cover between the engine and the hood is not allowed.

Approved devices are:

- those mains-operated, CE-approved devices which are intended specifically for use in motor vehicles (motor vehicle interior heaters have insulated glow filaments and generally also the text 'car interior heater')
- equipment and apparatus using liquid gas and approved for motor vehicle use by the Finnish Safety and Chemicals Agency and installed by an authorised installation business
- fuel-operated extra heaters approved for use in vehicles.

3.8 Precautions

When motor vehicles are repaired by welding, flame cutting or grinding, upholstery and other combustible structures must be removed from a sufficiently large area, and manual extinguishing equipment and the necessary surveillance including surveillance after the work is finished must be organised at the site.

Only electric lighting may be used for lighting the engine space, fuel tank and other parts of the motor vehicle.

4 Property insurance

4.1 Object of insurance

The object of insurance is:

- the motor vehicle entered in the insurance policy
- the standard accessories fitted to the motor vehicle and included in the standard price of the motor vehicle
- any optional extras permanently fitted in the motor vehicle and relevant for its use
- equipment manufactured for use in the vehicle only
- another set of tyres with rims. With respect to cars, the insurance covers two sets of tyres, in addition to the tyres that are on the car.
- in the case of a motorcycle, moped, quad bike or snowmobile, also the helmet and helmet phone.

Equipment which is only connected to the electric circuit of the motor vehicle is not considered to be permanently fitted.

4.1.1 Voice and image reproduction devices and telephones

Voice and image reproduction devices and telephones must be intended for use solely in the motor vehicle entered in the insurance policy.

4.1.1.1 Voice and image reproduction devices

Voice and image reproduction devices in cars, quadricycles, caravans, and tractors for agricultural use are objects of insurance only if they are fitted to the motor vehicle or housing in the motor vehicle and, in addition, are connected to the motor vehicle's electric circuit or aerial.

For voice and image reproduction devices, the maximum amount of indemnity payable under Super and Maxi Motor Insurance is EUR 5,000 and under Standard Motor Insurance and Medium Motor Insurance EUR 700. These maximum amounts of indemnity also include installation supplies and costs.

4.1.1.2 Telephones

In the case of telephones, only those which are an integral part of the motor vehicle and are in addition connected to the motor vehicle's electric circuit or aerial are objects of insurance. See also clause 4.1.3.

This restriction does not apply to helmet phones.

4.1.2 Tractors for agricultural use

As far as tractors for agricultural use are concerned, the optional extras and accessories which are not mobile under their own power and which are fitted to the tractor at the time of the damage occurring are objects of insurance.

4.1.3 Non-insurable objects

Non-insurable objects in all motor vehicle groups are

- mobile telephones with the exception of hands-free devices attached to the telephones
- IT appliances with the exception of onboard computers
- equipment and structures intended for competitive use
- pearlescent, decorative and other special paint finishes and adhesive tapes with the exception of the original paint finish. This refers to, for example, car wrapping as a retrofit.
- equipment that is contrary or is installed contrary to safety or other official regulations
- recordings and video tapes, image disks, spare batteries for telephones, audio, image or other files

- tools other than the standard motor vehicle accessories
- clothes and accessories
- spare and duplicate parts of motor vehicle components and optional extras of which usually only one exists. (In such cases, the insurance covers that part or optional extra which is installed in the motor vehicle.)
- fuel.

Voice and image reproduction devices and telephones are non-insurable objects in motorcycles, snowmobiles, quad bikes and mopeds with the exception of factory-installed fixtures integrated in the vehicle.

4.1.4 Accessories and optional extras in store

The standard accessories and the optional extras covered by the insurance are also the object of insurance (in fire and theft insurance) when they are not fitted to the vehicle and are stored in a separate shelter. This does not apply to tractors for agricultural use. The shelter must be a locked or covered space or place to which there is no access without keys except by burglary.

A shared garage or other space to which several persons have keys can, in case of theft, be regarded as a locked shelter as specified in clause 4.10.1 only if the shelter has been broken into.

Vehicle accessories in a shared garage, other space or carport are covered by theft insurance only if they are locked to a fixed structure fitted to the building in such a way that they cannot be removed without breaking the lock.

Burglary refers to a person entering a locked space by using force and breaking locks or structures in a manner that leaves signs of this having taken place.

4.2 Animal collision cover

4.2.1 Coverable losses

Animal collision cover indemnifies for any damage caused directly by collision with an animal.

4.2.2 Exclusions

Damage caused through an effort to avoid a collision with animals is not indemnified under this insurance and can only be indemnified under collision cover.

4.3 Vandalism cover

4.3.1 Coverable losses

Vandalism cover indemnifies for damage to the object of insurance caused by a wilful act of vandalism on condition that the time and place where the damage occurred can be determined with accuracy. Wilful damage means damaging the object of insurance specifically with intent to damage.

4.3.2 Exclusions

This insurance does not indemnify for any act of vandalism which has occurred during unauthorised use of an unlocked motor vehicle. Nor does the insurance indemnify for any damage caused to the interior of an unlocked motor vehicle while parked.

If a motor vehicle was subject to vandalism in connection with unauthorised use or theft of use of the vehicle, or after them, the loss is covered only if the loss event is coverable under theft insurance (see clause 4.10.1).

The insurance does not indemnify for any damage caused by another motor vehicle.

4.4 Collision cover

4.4.1 Coverable losses

The insurance indemnifies against damage to the object of insurance directly caused by:

- the motor vehicle running off the road or turning over
- a road collapse
- a collision, or
- some other sudden and unforeseeable external reason causing damage to the object of insurance.

4.4.2 Exclusions

The insurance does not indemnify for any breakage of or damage to the object of insurance, or a part or optional extra thereof, which has not occurred in conjunction with the damage referred to in clause 4.4.1 (see also clauses 3 and 4.11).

4.5 Windscreen cover

4.5.1 Coverable losses

Windscreen cover indemnifies for damage to the windows of the insured vehicle if they are broken by a blow directly to the glass as a result of which the glass must be repaired or replaced in the interests of road safety requirements.

4.5.2 Exclusions

Windscreen cover does not indemnify for windows broken due to collision, the motor vehicle running off the road or turning over. These losses are indemnified under collision cover.

4.6 Fire cover

4.6.1 Coverable losses

Fire cover indemnifies for fire damage caused by an outbreak of fire or by a short circuit in an electrical appliance of the object of insurance.

4.6.2 Exclusions

4.6.2.1 Short circuit or fire in the engine or exhaust pipes

Fire cover does not indemnify for any damage caused to the generator, electric motor, battery or other electrical appliance, e.g. a radio, player or an engine's controls by a short circuit, nor for any damage caused to the engine or exhaust pipes of a motor vehicle by fire or explosion in any of the above.

4.6.2.2 Fire damage in connection with theft

If a motor vehicle was subject to fire damage in connection with unauthorised use or theft of use of the vehicle, or after them, the loss is covered only if the loss event is coverable under theft cover (see clause 4.10.1).

4.7 Parking cover

4.7.1 Coverable losses

Parking cover indemnifies for direct material damage caused to an insured parked motor vehicle by an unknown party colliding with it. Compensation is payable provided that the claimant can reliably specify to the insurance company the time when and the place where the damage occurred.

4.7.2 Exclusions

The cover does not indemnify for any damage if the party that caused the damage is known.

4.8 Financial insurance

4.8.1 Coverable losses

Financial insurance indemnifies for loss of or damage to a motor vehicle if

- the loss is not indemnified as specified in clause 4.10 because the object of the act was not locked or was not in a locked or guarded shelter when the act was committed
- the indemnity under clause 4.3.2, 4.6.2.2 or subparagraphs 2–6 and 8–9 of clause 4.11 of the terms and conditions is disallowed or the indemnity reduced
- the loss or damage as per clauses 4.4.1 or 4.2 is not indemnified because it has occurred while using the vehicle in traffic during a non-use period of which the insurance company has been notified in advance (see clause 9.2).

4.8.2 Those insured

Those insured are

- the car dealer engaged in sales of motor vehicles who sold the vehicle subject to a provision regarding reservation of title or a financial institution to which the car dealer has transferred equivalent rights
- the lessor under a leasing contract (not in 'renting')
- the holder of a right of lien or the holder of a motor vehicle mortgage.

4.8.3 Validity of insurance

The financial insurance is valid until the termination of the basic insurance, at the maximum, and always terminates when the hire purchase instalments are fully paid, the leasing contract expires or the loan granted against the motor vehicle mortgage is fully paid.

4.8.4 Indemnification regulations

The indemnity constitutes the part disallowed or deducted from the claim amount under the basic insurance (as set out in clause 4.12.3).

The indemnity payable under the insurance will not exceed the amount of the following at the time of the loss

- the receivables as specified by the terms of the hire purchase contract with the seller or financial institution
- the pledgee's receivables
- the unpaid portion of the loan granted against a motor vehicle mortgage.

The seller, the financial institution, the lessor or the pledgee is responsible for submitting to the insurance company a calculation of their receivables for the damaged motor vehicle.

4.8.5 Exclusions

No indemnity will be paid for failure to pay instalments of financing, loans or leasing agreements.

Redemption at replacement value, replacement value cover or super salvage referred to in clauses 4.12.3.4.2 to 4.12.3.4.4 do not apply to the financial insurance.

4.8.6 Deductible

In all loss events, the insured is responsible for a deductible equal to the deductible applied in similar loss events indemnified under the basic insurance.

The deductible is subtracted from the total amount of loss as determined by the basic insurance and this supplementary insurance and applies to the same loss event only once.

4.9 Super salvage and replacement value cover

See clause 4.12.3.4.3 and 4.12.3.4.4.

4.10 Theft cover

4.10.1 Coverable losses

Theft cover indemnifies for loss caused by loss of or damage to the object of insurance only if

- the reason was theft of a motor vehicle, a standard accessory or an optional extra that is the object of insurance, or unauthorised use or theft for temporary use of a motor vehicle as referred to in Chapter 28 of the Penal Code, or an attempt at any of the above, and
- the object of the act at the time of the act was locked in the manner specified in clause 4.10.2 or kept in a locked shelter similar to that specified in clause 4.1.4 or in a vehicle, trailer, vehicle combination or the equivalent, and
- the policyholder or another insured party has demanded conviction for a crime committed.

Theft cover indemnifies for loss or damage caused directly by losing the motor vehicle provided that the insured or the police has not been informed of recovery of the vehicle within 30 days of the time the insurance company was given a copy of a notice of a crime concerning unauthorised use or theft for temporary use of the vehicle.

Theft cover also indemnifies for the reasonable costs arising from collecting or returning the vehicle due to a coverable event referred to in clause 4.10.

4.10.2 Locking requirements in the event of theft

A car, light quadricycle or other motor vehicle with an enclosed body is locked when its body space is closed and locked.

A trailer, sled or towed equipment is locked when it is locked using a device which prevents it from being coupled to a drawing vehicle, or a lock which prevents the trailer from being moved.

A motorcycle, moped, off-road vehicle or three- or four-wheeler and a quad bike registered as tractor is locked when its keys have been removed from the vehicle and its steering lock is locked or the vehicle's electronic immobiliser is in use or, in the absence of these, the vehicle is locked using a chock latch, chain shackle or cable head intended for the prevention of unauthorised use of the vehicle.

4.10.3 Exclusions

If any of the acts referred to above was committed using keys, indemnity is paid under the insurance only if the person who committed the act obtained the keys to the object of insurance or its shelter through theft in connection with a break-in or robbery.

Burglary refers to a person entering a locked space by using force and breaking locks or structures in a manner that leaves signs of this having taken place.

4.10.4 Notification to insurance company

The insured is obliged to notify the insurance company immediately if the perpetrator of the act has been established or if stolen property has been recovered.

4.11 General exclusions on property insurance

Animal collision cover, vandalism cover, collision cover, windscreen cover, fire cover, parking cover, theft cover and consequential loss cover (clauses 4.2–4.7, 4.10 and 6) do not indemnify for loss or damage caused by

1. damage to some part of or device in the motor vehicle caused by a structural, manufacturing or material fault in the part or device, or by wear and tear, deficient maintenance or unskilled or careless handling of the part or device. For example, damage occurring in connection with changing car tyres if the car was lifted against the instructions in the user manual, or damage to parts of the electric system if the battery cables were wrongly connected.
2. damage to the engine and its optional extras, gears, power transmission or cooling system caused by deficient circulation of oil or coolant, or damage caused to the engine or fuel system by a wrong type of fuel or by fouling, smearing or breakage of the fuel system or some other fluid system (e.g. the hydraulics)
3. damage caused by water, if the motor vehicle is driven on a road or area entirely or partly covered by water. This clause shall also apply if the vehicle is driven in such a place and the vehicle or other road users' vehicles in motion causes a rise in the water level

4. damage caused by a motor vehicle other than a snowmobile or quad bike that has sunk through the ice on a winter road which is not in public use and failing to meet the safety requirements of the road authorities
5. damage caused by a person or animal inside the motor vehicle or by an object inside the vehicle, such as a cigarette, unless the damage was a direct consequence of events referred to in clauses 4.2–4.7 and 4.10
6. damage caused by the load of the motor vehicle, unless the damage was a direct consequence of events mentioned in clauses 4.2–4.7 and 4.10
7. damage due to participation in a competition, training for a competition or driving practice, or damage occurring when otherwise driving on a race track or in an area or section of a road closed to public traffic. However, compensation is paid if the insured participates in driving practice on a course for driving in the dark or in winter conditions under the guidance of a driving instructor, or in driving practice provided and supervised by an instructor who has completed a defensive driving course (EAK) organised by Liikenneturva, by an instructor of a driving school or Suomen moottoripyöräkuljettajat ry (Finnish Motorcycle Instructors' Association).
8. loss or damage due to the motor vehicle having been abandoned (see clause 3.4)
9. damage caused by the weight of ice or snow, by frost, rain or rusting, or by corrosion or gradually increasing moisture
10. damage caused by excessive strain or overload of the motor vehicle or any of its parts
11. loss or damage due to a nuclear accident, war, rebellion, or any other such reason, or to the motor vehicle having been acquired by the authorities.

Motor vehicle insurance does not cover loss or damage coverable on the basis of a guarantee, a product defect or product liability.

Exclusion clauses 1 and 2 do not apply to losses coverable under consequential loss cover owing to a technical fault.

4.12 Assessment and indemnification regulations for property losses

4.12.1 Grounds for indemnity

4.12.1.1 Scope of indemnity

The insurance indemnifies for direct material damage caused by an insurance event. Material damage refers to an object being damaged, destroyed or lost.

In addition to direct material damage, the insurance indemnifies for the cost of lifting the damaged vehicle back onto the road and transporting it to the nearest appropriate repair shop if the vehicle cannot be driven there powered by its own engine.

The insurance also covers reasonable costs arising from the prevention or limitation of compensable loss or damage which has occurred or was imminent (see clause 6 of the General contract terms and conditions).

4.12.1.2 Exclusions

The insurance does not indemnify for

- the reduction in value of a repaired vehicle caused by an insurance event
- alteration or improvement work carried out in connection with repairs
- a wash or some other procedure which is unrelated to the loss
- overtime increases
- wear and tear due to the use of the object of insurance.

In Standard Motor Insurance the maximum indemnity is EUR 15,000.

4.12.2 Payment of indemnity

The insurance company will fulfil its obligation to indemnify in accordance with the amount of the loss and the possibility of repair either by:

- paying reasonable repair costs as set out in receipts
- paying reasonable repair costs in cash as lump-sum compensation if the property is not repaired even if repair were possible. The maximum lump-sum compensation payable is the fair value of the property immediately before the loss event less the residual value of the damaged property
- paying in cash the difference between the current value of the insured object before the loss and its value unrepaired
- redeeming the object of insurance for its current value before the loss, or by
- redeeming the object of insurance for its replacement value in the cases referred to in clauses 4.12.3.4.2–4.12.3.4.4
- redeeming the object of insurance for the current value increased by 30% in the case of clause 4.12.3.4.3 applying, or
- replacing a similar vehicle or its part or one of the same value.

Redemption of an indemnified motor vehicle or any of its parts transfers its ownership to the insurance company.

Ownership of the redeemed vehicle must be transferred to the Insurance Company in writing. Compensation for redemption is paid provided that any registration documents and keys of the motor vehicle as well as keys to all devices designed to prevent unauthorised use of the motor vehicle, and any user manuals, codes and control devices necessary for using any accessories, are handed over to the insurance company.

The portion of the lowered or refunded motor vehicle tax that would have been collected had the vehicle been sold on the day of the insurance event is deducted from such compensation.

The insurance company undertakes to pay that part of the motor vehicle tax which may be collected later and which has been deducted from the indemnity.

The refunded or lowered motor vehicle tax is deducted in full from the compensation for redemption at replacement value.

If the person entitled to compensation does not want the damaged property to be replaced by equivalent property, even if this would be possible, the monetary compensation is calculated on the basis of the price at which the insurance company would be able to acquire the replacing property. This price will be subject to reductions based on the age of the property.

The insurance company has the right to indicate or decide on what repair shop or source of supply to use, and for this purpose the insured party must contact the insurance company. However, if the repair or purchase is made in a shop other than that indicated by the insurance company, the maximum compensation equals the amount that the repair or purchase would have cost in a shop indicated by the insurance company. The insurance company is not responsible for the quality of repairs or the purchased product. This responsibility rests with the service provider or supplier in question.

4.12.3 Assessment of indemnity

4.12.3.1 Fair value

Direct material damage is indemnified up to the fair value of the object of insurance or its part.

The current value is considered to be the cash price which is generally obtainable on the market at the time of the loss for a motor vehicle or its part when sold in the appropriate manner.

In determining the fair value of a motor vehicle, the insurance company takes account of the current market price of the motor vehicle and its make, its vehicle-specific condition, its accessories, the year when it was first used, the model year, the manner of use, the mileage and other factors affecting the price.

When determining the fair value of the vehicles optional extras, the insurance company must be provided with a receipt or other proof from the dealer indicating the make and model, and time and price of acquisition.

If the claimant fails, without a valid reason, to provide the documents necessary for determining the fair value, a reasonable fair value will be determined for the vehicle.

4.12.3.2 Loss amount

If the object of insurance or part of it is so badly damaged that it cannot be repaired at reasonable cost, the amount of damage is considered to be the difference between its fair value immediately before and after the loss event.

If the damaged property can be repaired at reasonable cost, the loss amount equals the repair costs or an equivalent sum of money.

4.12.3.3 Repair

The damaged vehicle must be repaired with usable parts of equivalent age and condition if they are available and their acquisition does not delay the repair work.

The insurance company is not obliged to use new parts to replace damaged parts that the repair shop can repair to meet their intended purpose.

If, in connection with the repair of the object of insurance, worn, rusted or corroded parts have been replaced with new ones because they are damaged or if such painting, upholstery or other work is carried out that results in a situation where the condition of the object of insurance regarding these parts is substantially better than previously, this will be taken into account when calculating the amount of indemnity, and the indemnity will be reduced correspondingly.

4.12.3.4 Redemption

4.12.3.4.1 Redemption at fair value

If the estimated amount of loss is assessed at over 70% of the current value of the insured object prior to the loss event, the insurance company has the right to redeem the object at that value (see clauses 4.12.2. and 4.12.3.1).

4.12.3.4.2 Redemption at replacement value

The amount of loss or damage in Maxi Motor Insurance for camper vans and caravans is, however, the cash sales price of a new equivalent motor vehicle at the time of the loss or when the vehicle was last for sale if

- the motor vehicle has been in the ownership or possession of the policyholder alone, apart from the nine-month maximum ownership or possession period of one car dealer
- a maximum of one year has passed since the first registration date of the vehicle
- the vehicle has been driven for a maximum of 25,000 kilometres, and
- the amount of repair costs estimated by the insurance company accounts for over 50% of the cash selling price of a new identical vehicle.

The terms for redemption at replacement value do not apply to camper vans brought to Finland as removal goods with restrictions on sale and usage.

4.12.3.4.3 Super salvage

Super salvage can be added to Super Motor Insurance as supplementary cover.

A Redemption at replacement value

The amount of loss or damage is, however, the cash sales price of a new equivalent motor vehicle at the time of the loss or when the vehicle was last for sale, if

- the car has been in the ownership or possession of the policyholder alone, apart from the nine-month maximum ownership or possession period of one car dealer
- a maximum of three years have passed since the first registration date of the car
- the vehicle has been driven a maximum of 60,000 kilometres, and
- the amount of repair costs estimated by the insurance company exceeds 50% of the cash sales price of a new identical vehicle.

The clause for redemption at replacement value does not apply to motor vehicles brought to Finland as removal goods with restrictions on sale and usage.

B Redemption at current value plus 30%

If the conditions above are not fulfilled, the vehicle is redeemed immediately at its fair value prior to the loss event plus 30%, if the amount of damage is assessed at over 60% of the fair value of the vehicle.

The maximum amount of indemnity is, however, the cash sales price of an equivalent new car at the time of the loss or when a similar car was last for sale. A car that has been bought second-hand is only indemnified at its current value at the time of acquisition.

4.12.3.4.4 Replacement value cover for motorcycles

Maxi Motor Insurance for a motorcycle of over 125 cc can also be supplemented with replacement value cover.

The amount of loss in such a case is the cash sales price of a new identical motorcycle at the time of loss or when the motorcycle in question was last on sale, if

- the motorcycle has been one of the vehicles of up to nine months time of ownership and right of possession to the exception of the policyholder's ownership or possession only
- a maximum of three years has elapsed from the motorcycle's first registration, and
- the amount of repair costs estimated by the insurance company exceeds 50% of the cash sales price of a new identical motorcycle.

If a motorcycle is to be redeemed at its replacement value, the amount of changed parts may not exceed 25%.

4.12.3.5 Value added tax

If the owner or keeper of a motor vehicle is or has been entitled, under the Value Added Tax Act, to deduct in their own value added taxation the value added tax or the equivalent foreign consumption tax included in purchase invoices for goods or services arising from the loss or to have the tax refunded, the said tax is deducted from the indemnity.

The indemnity paid in the form of redemption is reduced by an amount corresponding to the value added tax in cases where the insured would be liable to pay tax on the sales price of the vehicle if the vehicle had been sold on the day the insurance event occurred or if the party suffering loss has the right to refund in accordance with the value added tax legislation.

4.12.4 Deductibles

4.12.4.1 General information

In losses coverable under property insurance, the insured is responsible for a deductible, entered on the insurance policy, for any one loss event.

4.12.4.2 Simultaneous vandalism and theft

If an object of insurance is both vandalised and stolen, only one deductible of the highest amount in accordance with these terms and conditions is subtracted from the indemnity.

4.12.4.3 Deviating deductibles

The deductible in material damage occurring outside the Nordic countries within the territorial scope of the insurance is double the amount stated in the insurance policy.

If the theft loss occurred in Estonia, Latvia, Lithuania or Poland, the deductible for privately used passenger cars (excluding campervans) and motorcycles in private use is 20% of the loss amount, however, always a minimum of EUR 600.

If a quad bike or a quad bike registered as tractor is stolen while not properly locked up in a shelter, the deductible is triple the amount shown for theft losses in the policy. The shelter must be a locked or covered space or place to which there is no access without keys except by burglary.

If the glass

- is repaired without replacement as a result of an event coverable under windscreen cover (4.5), no deductible will be subtracted from the compensation
- is replaced as a result of an event coverable under windscreen cover (4.5), the deductible specified in the insurance policy will be subtracted from the compensation, but only as a single amount.

4.12.4.4 Super salvage and replacement value cover deductible

Super salvage and replacement value cover for motorcycles do not have a specific deductible of their own. Instead, the deductible related to the cover under which compensation is made is applied.

4.12.4.5 Subtraction order of deductibles

Deductibles and reductions are subtracted from the loss amount in consecutive calculations in the following order:

- value added tax
- motor vehicle tax
- basic deductible
- any reduction in indemnity
- percentage deductible.

4.12.5 Insurance company's indemnification liability

The insurance company must be given the opportunity to assess the loss or damage.

Loss assessment, advice on a garage or other technical investigation of the loss carried out by the insurance company is no proof of the insurance company's liability.

Before the claims settlement, the insurance company is not liable for expenses arising from the loss.

The insurance company is not responsible for ordering repair work to be carried out.

5 Emergency road service cover

5.1 Coverable losses

The purpose of the emergency road service cover is to cover, under these terms and conditions, for any extra costs caused within the territorial limits of the insurance by the interruption of a trip begun, provided that the interruption is due to a fault incurred in or damage to the vehicle, theft of a locked vehicle, unauthorised use or theft for temporary use.

"Trip" here refers to a trip that has started with the insured motor vehicle from the point of departure to the planned destination, including short stops along the way.

5.2 Object of insurance

The object of the emergency road service cover is the vehicle mentioned in the insurance policy and any accompanying trailer.

5.3 Those insured

Those insured under this policy is the driver of the vehicle and the passengers in the vehicle. The primary right to compensation for travelling costs and other extra costs is held by the vehicle owner and keeper if they were taking part in the trip. If not, it is the driver of the vehicle who is primarily entitled to any compensation.

5.4 Exclusions

The insurance does not indemnify for loss or damage caused by

- running out of fuel
- running out of electricity if the vehicle is powered by electric energy
- deficient maintenance of the motor vehicle or any of its parts or too heavy strain
- the motor vehicle having sunk through the ice on a winter road other than one in public use and meeting the safety requirements of the road authorities
- losing keys or locking them in the vehicle
- participation in a competition, in training for a competition or in driving practice, or loss or damage occurring when otherwise driving on a race track or in an area or section of a road closed to public traffic (see clause 4.11, subparagraph 8).

Indemnity can be reduced or disallowed if the loss or damage was caused by the insured, or a person identifiable with the insured in clause 8 of the General contract terms and conditions, through failure to observe the safety regulations in clauses 3.1–3.4 and 3.7 of these terms and conditions, or the insured or person identifiable with the insured has caused the loss or damage in circumstances defined in clause 7 of the General contract terms and conditions.

The amount of the costs to be indemnified must be proved with an appropriate receipt. When submitting a claim for indemnity on account of damage to or a fault in a motor vehicle, the claimant must be able to present an attestation from the repair shop upon request. The insurance company must also be provided with any other documents it may require.

5.5 Indemnification regulations

5.5.1 Vehicle towing costs

Emergency road service cover indemnifies for the cost of lifting the motor vehicle back onto the road or towing an unroadworthy motor vehicle to the nearest repair shop.

Costs arising from towing performed by private individuals are indemnified according to applicable tax-exempt kilometre allowance without the increased allowance (in cents per kilometre) up to a maximum of EUR 100 per insurance event.

Instead of towing costs, indemnification can cover the fitter's labour and travel costs if the damage or fault is repaired at the site; not, however, exceeding the cost of towing.

5.5.2 Travel and other extra costs in Finland

The costs for the transportation of the motor vehicle and the driver's travel expenses to his/her home, the point of departure or destination, and the passengers' travel expenses to the point of departure or destination will be indemnified, if

- the motor vehicle was repaired and made roadworthy but this took so long that it was necessary to continue by some other means of transport
- the motor vehicle was stolen and remained missing for so long that it was necessary to continue by some other means of transport
- the motor vehicle was damaged beyond repair.

5.5.2.1 Maximum indemnity

Transportation and travel costs to the point of departure or destination are only indemnified up to the amount which the trip back home would incur.

Travel and other extra expenses are indemnified for a total of up to EUR 200.

Travel and other extra expenses under emergency road service cover included in Super Motor Insurance are, however, indemnified for a total of up to EUR 500.

5.5.3 Travel and other extra costs abroad

The costs for the transportation of the motor vehicle and the driver's travel expenses to his/her home, the point of departure or destination, and the passengers' travel expenses to the point of departure or destination will be indemnified, if

- the motor vehicle was repaired but repairs to restore its road safety took more than three (3) working days, as a consequence of which the trip had to be continued by some other means of transport
- a motor vehicle that has been damaged and rendered unroadworthy will be repaired in Finland
- the motor vehicle was stolen and the trip had to be continued by some other means of transport
- the motor vehicle was damaged beyond repair.

The insurance also indemnifies for the costs of transporting a motor vehicle from abroad to its domicile, provided that leaving the vehicle abroad was necessary owing to the driver's illness, accident or death.

If repairs to make a motor vehicle roadworthy take a maximum of three working days, the insurance indemnifies for any extra overnight costs.

5.5.3.1 Maximum indemnity

The insurance indemnifies for the costs of travel and transportation using the cheapest means of transport within the area where the insurance is valid but not exceeding the cost of the trip back home.

5.5.4 Travel and transport arrangements abroad

If the loss or damage occurred outside the Nordic countries, the trip or the transportation is arranged through OP's vehicle emergency service.

5.5.4.1 Indirect loss or damage

When the insurance company or OP's vehicle emergency service on request gives assistance in a loss event, it is not responsible or liable for loss or damage which

- is a consequence of the assistance measures

- was sustained during transportation by the motor vehicle, or the driver's or passenger's luggage or other property of unless the damage was caused by a driver arranged by the insurance company or OP's vehicle emergency service, or
- is a consequence of a delay in the transportation.

5.5.5 Rental car expenses abroad under Super Motor Insurance

5.5.5.1 Territorial limits

Rental car expenses under Super Motor Insurance can be indemnified in EEA countries outside Finland.

5.5.5.2 Object of insurance

The object of insurance is the passenger car specified in the insurance policy, insured under Super Motor Insurance.

5.5.5.3 Purpose of insurance

The purpose of the insurance is to cover rental car expenses instead of travel expenses for the driver and passengers (see clause 5.5.3).

We indemnify expenses of an available rental car which has regular accessories and is no bigger than the insured car.

If the rental car is damaged and the deductible for its insurance is higher than the deductible for the equivalent cover for the car insured by the insurance company, the difference will be covered under the insurance company's policy.

An advance agreement must always be made with OP's vehicle emergency service on car rental. The rental car must be returned to the rental company as instructed by OP's vehicle emergency service.

If the car referred to in the insurance policy is repaired abroad, the journey must be planned so that it can be picked up once it is fixed.

5.5.5.4 Exclusions

Fuel, additional payment to cancel the deductible or other voluntary payments related to car rental are not, however, indemnified.

5.5.5.5 Maximum indemnity

Indemnity is paid for a maximum of seven days but amounting to no more than EUR 1,200.

5.6 Deductible

There is no deductible on indemnity paid from the emergency road service cover.

6 Consequential loss cover

6.1 Coverable losses

Consequential loss cover indemnifies for non-use days of the insured motor vehicle following collision damage (clause 4.4) and animal collision, vandalism, fire, parking, glass or theft losses (clauses 4.2, 4.3, 4.5, 4.6, 4.7 and 4.10), in so far as no corresponding daily indemnity has been paid for the same period under motor liability or general liability insurance (see clause 6.6).

6.1.1 Consequential loss cover of Super Motor Insurance for passenger cars

The separate consequential loss cover included in Super Motor Insurance for passenger cars covers a replacement car for non-use days of the motor vehicle if the non-use days are due to an interruption of journey caused by:

- the loss events mentioned in clause 6.1 and no daily indemnity is paid; or
- a technical fault of the motor vehicle that immediately prevents driving and causes the vehicle to become non-roadworthy.

A replacement car is compensated for non-use days only if the fault is repaired at a repair shop generally providing maintenance and repair services.

6.2 Those insured

The insurance is valid for the benefit of the policyholder.

6.3 Non-use days

Consequential loss cover indemnifies for the days when the motor vehicle was non-roadworthy or at the repair shop for repairs, or days on which it was not available for use as a result of theft, unauthorised use, or theft for temporary use of the vehicle until

- the stolen vehicle is returned to the policyholder
- the vehicle is ready to be picked up at the repair shop
- the insured is indemnified for the current value of the vehicle, or
- the insurance company has acquired another vehicle for the insured or the insured has acquired one himself/herself.

In the case of loss or damage caused by theft, the number of non-use days is, however, calculated from the date the insurance company received a copy of the report of an offence issued by the police.

If the actual date of the loss event is not known, the date on which the loss was detected is considered to be the date of the loss event.

6.3.1 Replacement car costs in consequential loss cover of Super Motor Insurance for passenger cars

The policy covers the rental costs of a standard-equipped vehicle for the maximum period stated in clause 6.5.1 of the insurance terms and conditions.

For a replacement car, the consequential loss cover of super motor insurance for passenger cars covers, at most, a car rental class C or a similar size estate variant (e.g. VW Golf, Ford Focus, Opel Astra).

The policyholder or insured person cannot influence the choice of power transmission (e.g. four-wheel drive), driving power (e.g. diesel or electricity) or transmission (e.g. automatic transmission) of the replacement car selected; instead, these are determined by the insurance company.

The insurance company has the right to designate the service provider from which the vehicle is rented. If the vehicle has been rented from a service provider other than the one designated by the insurance company, the insurance company will pay, at most, EUR 50/day as rental costs. The service provider is responsible for any prevention or delay in the delivery of the rental car as well as the obligations related to the contract between the car rental and the customer.

The policy covers rental costs only when the replacement car is rented in Finland.

6.3.2 Coverable time period

The right to use a replacement car begins from

1. the time the loss event mentioned in clause 6.1 occurred if the vehicle has been damaged to the extent that it is non-roadworthy, or if the vehicle is no longer under the insured's control due to a theft and a copy of report to police has been submitted to the insurance company
2. the start date of repair work if the vehicle is roadworthy after the above-mentioned loss event; or
3. the time the technical fault that caused the vehicle to become non-roadworthy occurred.

The right to use a replacement car ends and the replacement car must be returned after the repair work has been completed. In a redemption situation, clause 6.5 will apply.

6.4 Exclusions

Non-use days do not, however, include additional days/time of non-use caused by

- negligence or other actions on the part of the insured or the repair shop
- a national labour dispute, or
- the fact that some temporary repair measure was not taken through which the vehicle could have been made roadworthy before the actual repair work was begun.

Indemnity under consequential loss cover is not paid if, after subtracting the deductible in property loss, no indemnity remains to be paid.

6.4.1 Restrictions on replacement car compensation

The insurance does not indemnify for loss or damage caused by

- running out of fuel
- running out of electricity if the vehicle is powered by electric energy
- regular maintenance measures or neglected regular maintenance measures of the vehicle; or
- a driving ban marked solely in the vehicle register.

6.5 Period of indemnification

Indemnity is paid for a maximum of 30 days for a motor vehicle undergoing repairs.

In the event of the insurance company redeeming the vehicle, indemnity is paid for a maximum of 14 days.

If the motor vehicle has been stolen and is not found, indemnity is paid for a maximum of 30 days.

If the motor vehicle has been stolen and it is found damaged in such a way that it can be repaired or redeemed, indemnity is paid for the period the vehicle was stolen and for the period of repair or redemption, up to a total of 30 days.

Indemnity for the waiting period prior to repair or during interruption in the repair of a motor vehicle damaged to the extent that it is unroadworthy is paid for a maximum of seven days.

With respect to the said maximum period, the reason why the repair of the motor vehicle was interrupted or prevented is irrelevant.

If the repair is delayed owing to a wait in getting spare parts, indemnity is paid only for the spare parts that are essential for getting the vehicle roadworthy.

6.5.1 Maximum indemnity period

Under consequential loss cover, the maximum number of coverable non-use days is 30.

In insurance events that are covered based solely on a technical fault in the vehicle, the insured has the right to continuously use a replacement car for a maximum of seven (7) days. This right will end on the eighth day as of the date when the technical fault was discovered.

6.6 Coordination of indemnities

The corresponding daily indemnity paid to the insured for the same period under motor third party liability insurance or liability insurance is deducted from the daily indemnity paid under consequential loss cover.

In the event that the insured is entitled to indemnity for car rental costs for the same period under motor liability or general liability insurance, indemnity will only be paid for that portion of the rental costs which remains to be paid by the insured himself. The maximum indemnity payable per day will not, however, exceed the agreed daily indemnity.

Fuel, additional payment to cancel the deductible or other voluntary payments related to car rental are not, however, indemnified.

The insured person's right to compensation from a liable party for days of non-use is transferred to the insurance company up to the amount of indemnity paid.

7 Legal expenses cover

7.1 Those insured

Those insured include the owner, keeper or driver of the vehicle, working machine or piece of equipment specified in the insurance policy, each in this capacity.

7.2 Territorial limits, courts of law and boards

The insured person may use the policy for matters that are processed in Finnish district courts or equivalent foreign courts in countries listed under clause 2 and their appellate levels. The policy may only be applied to the appellate levels of such courts of law if permission for pursuing the case further has been granted.

In case of civil cases to be decided without a trial, the policy may be applied in cases that could immediately be brought to a district court or a foreign court referred to above.

The insured person may also apply the policy in matters related to arbitration and in the Traffic Accident Board, the Finnish Insurance Complaints Board and the Consumer Disputes Board.

7.3 Coverable insurance events

The insurance compensates expenses detailed below when

- the insured is the defendant in a case concerning the endangerment of traffic safety, negligent causing of a bodily injury or involuntary manslaughter. In matters concerning aggravated endangerment of traffic safety, compensation will only be paid if the charge is dismissed by a legal decision or at least inasmuch as the defendant is accused of being guilty of such.
- the insured person is the complainant, or the claimant in a criminal case
- when the insured person is the plaintiff or defendant in a civil case concerning the ownership, repair, maintenance or insurance compensation of the insured person's vehicle, working machine, piece of equipment or their parts if the insured person or the counterpart has challenged the claim either in terms of grounds or the amount.

The insurance must be valid at the time of the alleged event in a criminal case, and in a civil case when an agreement was made, an event occurred or some other circumstance arose.

A 'single insurance event' refers to an insurance event where

- two or more people covered by this insurance are on the same side, or
- the insured party has several civil or criminal cases pending which are based on the same event, circumstance, legal act or legal offence, or which are based on the same or similar claim with different grounds.

Exclusions:

If such a case is processed in a criminal case that is not covered by the policy, no compensation will be paid.

If a civil case is processed as part of such a matter that is not covered by the policy, the policy only compensates for expenses that fall within the scope of coverage.

If insured persons are on opposing sides, only the policyholder's expenses are compensated. However, expenses for the driver's defence are compensated in matters concerning endangerment of road safety.

Expenses are not compensated in matters relating to a bankruptcy, distraint, execution dispute referred to in the Execution Act or the execution of distraint.

Expenses are not compensated in cases where the question is whether the expenses due to the insurance event reported by the insured are fully or partly coverable under family legal expenses insurance

Expenses are not compensated in a case that is dealt with as a class action.

7.4 Measures to be taken on occurrence of an insurance event

If the insured wishes to use the insurance, he must report it to the insurance company in advance and in writing.

The insured person must be represented by a solicitor, public legal aid counsel or other such lawyer who has the right to act as a representative or legal aid counsel in Finland or country referred to in clause 2. No expenses of any other legal aid counsel will be compensated.

7.5 Indemnification regulations

7.5.1 Deductible and maximum cover

The deductible recorded in the policy is subtracted from the coverable expenses.

The maximum compensation for each loss is EUR 10,000.

7.5.2 Coverable expenses

The policy compensates necessary and reasonable expenses to the insured for the use of legal counsel and presentation of evidence.

If bringing the case before a court requires a juristic act or a decision taken by a given body or in connection with any specific proceedings, the expenses are indemnified as of the date when the said requirement was fulfilled.

Exclusions:

The insurance does not cover

- any extra costs caused by changing legal counsel
- costs of acquiring expert legal opinion
- costs incurred from reporting a criminal offence or making a request for investigation, or from pre-trial investigation of a criminal case
- expenses incurred from the preliminary investigation of a case or from the investigation or handling of such a disputed case as a result of which the insured justifiably waives his/her claims
- expenses arising from the enforcement of a ruling or decision.

7.5.3 Claiming legal expenses

The insured must, during court proceedings or settlement negotiations, require the adverse party to reimburse his/her legal expenses. Failing to do so, or giving up the demands partly or in full, compensation may be reduced or withheld entirely.

7.5.4 Prohibition of admission of legal expenses

The insured is not entitled to approve, in a manner that would be binding on the company, the amount of expenses incurred due to handling the case.

7.5.5 Common interest

If the case involves an interest essentially other than that of the insured or if the insured has an interest to safeguard in the insurance event in common with persons not covered by this insurance, the insurance indemnifies only for those costs which are attributable to the insured.

7.5.6 Amount of indemnity

The expenses indemnified under the insurance are determined in accordance with the relevant provisions of the Code of Judicial Procedure and the Act on Criminal Proceedings, taking into account the expenses ordered to be paid and actually paid in similar cases. However, the coverable expenses come to a maximum of the amount which the court orders the insured person's adverse party to pay, unless the court has specifically concluded, on the basis of the grounds appearing from its decision, that the insured must personally bear his/her expenses, in part or in full, to his detriment.

In case the monetary value of a disputed benefit is assessable, the insurance covers, in a civil case and when the insured is a litigant in a criminal case, a maximum of a twofold amount of the disputed benefit. No claims for interest, legal expenses or litigation costs or expenses arising from being party to the matter are taken into account when assessing the amount of compensation. If a dispute concerns a periodical payment, a maximum of a tenfold amount of the disputed periodical payment is taken into account when assessing the amount of benefit.

7.5.7 Payment of indemnity

The insurance company will indemnify for the insured person's expenses after a legal ruling has been issued or a settlement has been reached. Final compensation is paid after the insured has, in response to the insurance company's demand, proved that he/she has paid the deductible on the costs into the same bank account of the legal counsel into which any indemnity from the insurance is to be paid.

7.5.8 VAT deduction

If, under the Value Added Tax Act, the insured is entitled to deduct the tax included in the expenses, the value added tax included in the expenses is deducted from the indemnity.

7.5.9 Refund of legal expenses and transfer of claim

If the counterparty has been sentenced or is committed to paying the insured person's legal expenses, the insured person must refund any compensation for expenses or transfer his/her right to such expenses to the insurance company up to the amount the latter has paid.

8 International third-party motor liability insurance

8.1 Validity of insurance

The insurance is valid in Green Card countries outside the European Economic Area (EEA), with the exception of Iran, Tunisia and Morocco.

8.2 Coverable losses

The insurance covers bodily injury and material damage caused to a third party by the motor vehicle used in traffic abroad and specified in the insurance policy, for which the insured party is liable by motor liability insurance legislation of the country in question, or equivalent law, provided that such liability derives from an act or negligence that has taken place during the policy period. Compensation will be paid inasmuch as the party suffering loss is not entitled to compensation from motor liability, accident or some other insurance or equivalent foreign insurance, other claim settlement system or law.

8.3 Those insured

Those insured are the owner, keeper and driver of the vehicle specified in the insurance policy, each in this capacity.

8.4 Exclusions

The insurance does not cover

- loss or damage caused to the insured person himself
- loss or damage for which the insured party is liable by virtue of an agreement, engagement, promise or warranty
- damage caused to the load or other property or sold but undelivered goods in the vehicle
- damage to property that was in the possession of, borrowed by or otherwise at the disposal of the insured party
- damage to property that was being manufactured, installed, stored or otherwise being handled by or in the care of the insured party or a third party on behalf of the insured party when the damage occurred
- loss or damage occurred at an airport
- loss or damage due to a nuclear accident, war, rebellion, or any other such reason, or to the motor vehicle having been acquisitioned by the authorities.

8.5 Indemnification regulations

For each insurance event, the maximum compensation for bodily injuries totals EUR 100,000 and for material damage EUR 50,000. These amounts include any costs that may arise from legal proceedings.

Multiple loss or damage caused by a single act, neglect or circumstance is regarded as a single insurance event, regardless of whether the losses were discovered during one or several insurance periods. If such losses are discovered during different insurance periods, they will be attributed to the insurance period in which the first loss/damage was discovered.

8.6 Deductible

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.

8.7 Responsibilities of insured person in case of losses

The insured party is obliged to promptly notify the insurance company of the loss or damage and to provide the company with any documents and information relevant to the claims settlement.

If the insured party wishes to use the insurance, he must inform the insurance company thereof in advance. In such a case, the insurance company will send the insured party a claim settlement decision.

8.8 Assessment and indemnification regulations

The insured party shall give the insurance company the opportunity to assess the loss or damage and contribute to reaching an amicable settlement.

The insurance company has the right to appoint or approve a party that attends to the loss/damage or claims affair, and for this purpose the insured party shall contact the insurance company.

The insurance company shall investigate whether the insured party is liable to pay damages for the reported loss event and shall negotiate with the claimant. If the insured party makes good the loss, agrees thereon or accepts the claim, this will not be binding on the insurance company.

If a loss event gives rise to legal proceedings, the insured party must promptly notify the insurance company thereof. The insurance company will appear in court and pay the resulting, reasonable and necessary legal expenses insofar as this concerns said legal proceedings.

If the insurance company has notified the insured party that it is prepared to settle with the party who has suffered the loss in order to pay damages, within the limits of the sum insured, but the insured party does not agree to this, the insurance company will no longer be under any obligation to cover subsequent expenses or to carry out any further investigations into the matter.

Where several parties are jointly liable to make good a single loss or damage, the insurance will indemnify only the part of the loss/damage which corresponds to the insured party's culpability. The maximum loss or damage coverable under the insurance is the share of the total loss/damage determined on the basis of the number of persons causing the loss or damage.

If the party suffering loss/damage or the injured party has contributed to the loss/damage, the insurance will cover only the share of the loss/damage for which the insured party is liable.

The indemnity will be paid exempt from tax if the insured party or the party suffering loss/damage or the injured party has the right to deduct or receive refund of VAT or an equivalent foreign tax. This also applies to a motor vehicle tax or other similar charges.

9 Regulations concerning premium

9.1 Bonus

The reduction given on the basis of no-claims periods on a premium for motor vehicle insurance issued with bonus rights is 10% a year up to 70%.

A policy period carrying the entitlement to a bonus refers to an insurance period of at least 120 days or, with respect to motorcycles, 90 days, during which the motor vehicle was on the road and during which the insurer has not, under the insurance, paid any indemnity affecting the bonus. However, in the case of insurance periods that have ended before 31 December 2010, a period of 180 days is applied. The insurance can, however, transfer to a higher bonus class no more than once within a period of one year.

The bonus is reduced for each insurance event indemnified under collision cover by 20%, but in the 10% bonus class only by 10%. If the bonus with the Insurance Company was 70% for five consecutive no-claims policy periods immediately preceding loss or damage, the first insurance event indemnified under collision cover will only reduce it by 10%.

The bonus is not affected by any loss or damage if the sudden external and unforeseen reason causing damage to the object of insurance, as referred to in clause 4.4.1, is an unexpected natural phenomenon such as storm or hailstorm. 'Storm' refers to wind with a current speed of at least 20 metres per second.

9.2 Decommissioning

The policyholder is entitled to a refund of the insurance premiums concerning motor vehicle own damage, animal collision, emergency road service and consequential loss cover during the vehicle's decommissioning period. With respect to vehicles other than automobiles, a refund will be paid only if the uninterrupted period of decommissioning is at least 30 days. In this case, a refund will be paid as of the first day of the decommissioning period.

The decommissioning period is considered to be the period entered in the vehicle register of The Road Traffic Sector of the Transport Safety Agency (Trafi). If a vehicle's motor liability insurance is provided by another insurance company, the insurance company must be informed separately about the decommissioning and commissioning of a vehicle with respect to its motor vehicle insurance.

During the reported decommissioning period, if any of the following are included in the motor vehicle insurance, they will continue to be valid: fire, parking, theft, vandalism, legal expenses, windscreen and super salvage cover and financial insurance. Otherwise the insurance is not valid.

Collision cover is not valid during decommissioning. However, if collision cover is included in the insurance selected, damage caused by a storm or a hailstorm during the decommissioning period and damage occurring when driving to a booked regular inspection and back are indemnified from collision cover. "Storm" refers to an event defined in clause 9.1. Any compensation for damage occurred during the decommissioning period will be paid provided that the motor vehicle was not used in traffic or driven for any other purpose excluding to a booked regular vehicle inspection and back.

General contract terms and conditions

The General Contract Terms and Conditions apply to all the types of insurance included in the insurance contract.

The General Contract Terms and Conditions 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 Contract Terms and Conditions. Insofar as these General Contract Terms and Conditions differ from the optional provisions of the Insurance Contracts Act, these General Contract Terms and Conditions shall apply to the insurance contract.

1 Concepts (§§2 and 6)

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

The insurer in terms of life insurance is OP Life Assurance Company Ltd. For travel insurance (travellers, luggage, travel liability and legal expenses travel insurance), the insurer is Eurooppalainen Insurance Company Ltd. For any other insurance, the insurer is OP Insurance Ltd. In these terms and conditions, the insurer is referred to as 'the insurance company'. The insurers under the contract are stated in the insurance policy.

The insured person is the party who is the object of insurance of the person or for whose benefit non-life insurance is valid.

The insurance period is the agreed period recorded in the policy document 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.

The premium period is the period for which a premium is paid at regular intervals as agreed.

The insurance event is an event for which compensation is paid under the insurance.

Non-life insurance is a policy taken out to cover a loss incurred due to material damage, an obligation to pay damages, or other financial loss.

Insurance of the person, or personal insurance, is insurance by which a natural person is covered.

Group insurance is insurance under which those insured are members of a group as defined in the insurance contract and the premium is paid in full by its policyholder.

2 Disclosure of information prior to concluding an insurance contract

2.1 Policyholder's and insured person's obligation to disclose information (§22)

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 under non-life insurance (§§ 23 and 34)

If the policyholder or the insured person has acted fraudulently when fulfilling its obligation to disclose information, 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 person has wilfully or through negligence which cannot be deemed minor failed in his/her obligation to disclose information under non-life insurance, 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 person on bringing about the loss or damage will be taken into account when reduc-

tion 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.

For example, in motor vehicle insurance, the actual user of the object of insurance must be reported as the vehicle keeper; any wrong person (so-called ostensible owner or keeper) must not be reported as the vehicle owner or keeper.

2.3 Failure to disclose information under insurance of the person (§24)

If the policyholder or the insured person has acted fraudulently when fulfilling its obligation to disclose information, 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 person has wilfully or through negligence which cannot be deemed minor failed in their obligation to disclose information under insurance of the person, and the insurance company would have refused to grant the insurance altogether had the full and correct information been provided, the insurance company is free from liability. If the insurance company had granted the insurance only against a higher premium or otherwise on terms other than those agreed, the insurance company's liability is restricted to what corresponds to the agreed premium or the terms on which the insurance would have been granted.

If the above-mentioned consequences of failure to disclose information would lead to a result that is clearly unreasonable from the point of view of the policyholder or another party entitled to compensation, they may be adjusted.

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.

Payment of the premium for the insurance period is a precondition for commencement of the insurance company's liability

- always in the case of a Sports Cover insurance or a fixed-term travel insurance
- when the insurance company has set the payment of the premium for the first insurance period as a precondition before continuous travel insurance can enter into force, or
- if there are special reasons, for instance, because of the policyholder's earlier default of payment.

The insurance bill contains a mention to this effect.

3.2 Grounds for granting insurance

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.

Under insurance of the person, the insured person's state of health is assessed and his/her age calculated on the basis of his/her state of health and age at the time he/she gave or submitted the insurance application. The insurance company will not reject an application for personal insurance on the grounds that an insurance event has occurred or that the state of health of the person for whom the application is made deteriorated after the application documents were submitted or sent to the insurance company.

3.3 Validity of the insurance contract (§§16 and 17)

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

After the first premium period, an insurance contract regarding insurance of the person is valid for one agreed premium period at a time, unless the policyholder or the insurance company terminates the contract. However,

in the case of life insurance and disability insurance, the insurance company does not have the right to give notice if the terms and conditions of Insurance no longer sold are applied to the said policies.

The insurance contract may also terminate for other reasons referred to in clauses 4.2 and 14 below.

A fixed-term insurance contract is valid for the agreed insurance period. The insurance can, however, be terminated during the insurance period on grounds specified below in clauses 4.2 and 14.

In fixed-term travel insurance, if the journey back to the insured person's country of residence is delayed for reasons beyond his/her control, the validity period of the insurance will be extended by 48 hours.

The validity of Crisis Cover, which can be taken out in connection with motor liability insurance, does not extend beyond that of the motor liability insurance which is the basic component of the insurance package.

4 Insurance premium

4.1 Premium payment (§38)

The insurance premium must be paid within one month of the date on which the insurance company sent the premium bill to the policyholder or notified the policyholder of the premium due date.

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 policyholder's payment will primarily apply to the insurance contract in accordance with the reference data based on the paid bill unless the policyholder has specifically ordered otherwise in writing in connection with the payment.

4.2 Delayed 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. Such termination may also be carried out by one insurance company referred to in clause 1 on behalf of another.

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 policyholder's 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 Minimum insurance premium

The premium for any insurance period, including tax, is at least the minimum amount separately confirmed in the insurance policy or product guide for each insurance line.

The insurance period refers to a period of up to one year during which the insurance is valid at a time under the contract.

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

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.

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

The annual premium for policies with seasonal rating is, however, divided between months relative to risk, and upon the expiry of the policy the remainder of the previously paid premium for the insurance period will be refunded.

However, the premium is not returnable in cases stated below in this clause or if the policyholder or the insured person has acted fraudulently in the circumstances referred to in clauses 2.2 or 2.3 above. The premium is not returned separately if the returnable sum is smaller than the sum in euros specified in the Insurance Contracts Act.

If the insurance company charges a minimum premium for a policy, this is stated in the insurance policy or product guide.

4.5 Setoff against premiums to be refunded

The insurance company may deduct any outstanding premiums overdue and other overdue receivables from the premium to be returned. Furthermore, as regards Extrasure insurance policies, a setoff can be made on behalf of all of the insurance companies that may be acting as insurers in the Extrasure contract.

5 Policyholder's obligation to disclose information about any increase in risk (§§26, 27 and 34)

5.1 Increase in risk under 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 contract or in the state of affairs recorded in the 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 of receipt of the annual bulletin following such a change. The insurance company will remind the policyholder of this obligation in the annual bulletin.

Changes resulting in increased risk may include repairs, alterations or extensions of the insured object, its altered use, surrender to the use of others than those insured for a continuous period exceeding three months, or transfer to other than homelike premises.

As regards motor vehicle insurance, changes resulting in increased risk can be, for instance, changing the use of a motor vehicle so that its use requires a permit or so that it can be rented, changing the domicile of a motor vehicle or use of the vehicle mainly abroad, or increasing the power of a vehicle's engine or exchanging the engine for a more powerful one.

As regards professional liability insurance, changes resulting in increased risk may include a change in the type or extent of operations.

As regards horse insurance, changes resulting in increased risk may include entering a horse originally designated for breeding purposes into races.

As regards boat insurance, changes resulting in increased risk may include changing the use of a boat so that it can be used professionally or rented, changing the boat's structure for competitive use or increasing the boat's motor power by over 20% of the amount specified in the insurance contract.

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, any compensation may be reduced or disallowed. 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.

5.2 Increase in risk under insurance of the person

The policyholder must notify the insurance company of any changes in factors increasing risk that were reported when the insurance contract was concluded and that are relevant in terms of assessment of the insurance company's liability, such as changes in profession/occupation, leisure time activities or place of residence, or the termination of any other insurance cover. A change resulting in increased risk may be, for instance, residence abroad of the insured person for over a year on a continuous basis. The policyholder must notify the insurance company of any such changes no later than one month of receipt of the annual bulletin following such a change. Changes in the person's state of health do not have to be reported. The insurance company reminds policyholders in the annual bulletin of their disclosure obligation.

If, in the case of insurance of the person, the policyholder has wilfully or through negligence which cannot be deemed minor failed to notify the insurance company of increased risk as mentioned above, and the insurance company would not, as a result of the changed circumstances, have kept the insurance in force, the insurance company is released from liability. If, however, the insurance company would have continued the insurance but only for a higher premium or on other terms, the insurance company's liability is limited to that which corresponds to the insurance premium or the terms on which the insurance would have been continued.

If the above-mentioned consequences of failure to disclose information lead to a result that is clearly unreasonable from the point of view of the policyholder or another party entitled to compensation, they may be adjusted.

6 Obligation to prevent and limit loss or damage under non-life insurance

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

The insured person must observe the safety regulations recorded in the insurance policy, the insurance terms and conditions or otherwise provided in writing. If the insured has wilfully or through negligence which cannot be deemed minor failed to observe the safety regulations, the insurance company may reduce or disallow any compensation payable to them. The effect of the failure to observe the safety regulations on the occurrence of the loss or damage is taken into account when considering whether to reduce or disallow compensation. The insured's intent or the type of negligence and any other circumstances will also be taken into account.

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.

With respect to motor vehicle insurance, in the case of loss or damage due to fire, theft, vandalism or a collision with some other deer than a reindeer, the insured must immediately report to the local police. If a motor vehicle is stolen or permanently lost abroad, a notification must also be made to the Finnish police. If the insurance company so requires, a police investigation must be held at other times, too, and the related investigation report must be submitted to the insurance company.

Should the keys to the vehicle or any similar device needed for starting the vehicle, such as key cards, be lost, the immobiliser must immediately be coded so that the lost keys cannot be used for starting the vehicle. Before coding, the vehicle must have been locked with a mechanical locking device which cannot be opened with the lost key. The insurance company will indemnify for reasonable expenses incurred due to fulfilling the above duty of salvage even if the sum insured would thus be exceeded.

If the insured person has wilfully or through negligence which cannot be deemed minor failed to observe the duty of salvage referred to above, the insurance company may reduce or disallow the compensation payable to them. The effect of the failure to observe the duty of salvage on the occurrence of the loss or damage is taken into account when considering whether to reduce or disallow the compensation. The insured's intent or the type of negligence and any other circumstances will also be taken into account.

6.3 Failure to observe the safety regulations and the duty of salvage under liability insurance (§§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 person's 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

7.1 Non-life insurance (§§30 and 34)

The insurance company is released from liability to the insured if the insured person 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.

As regards motor vehicle insurance, if the insured has caused an insurance event while driving a motor vehicle with at least 1.2 per mille of alcohol in his/her blood, or a minimum of 0.53 mg of alcohol per litre of exhaled air while driving or immediately after it, or if the insured's ability to perform the required tasks was considerably diminished due to the influence of an intoxicant other than alcohol or due to the combined effect of intoxicants, compensation is paid only to the extent that any other circumstances have contributed to the loss or damage.

If the insured was driving the vehicle at the time of loss with at least 0.5 per mille of alcohol in his/her blood, or a minimum of 0.22 mg of alcohol per litre of exhaled air while driving the vehicle or immediately after it, or if the insured's ability to perform the required tasks was diminished due to the influence of an intoxicant other than alcohol or due to the combined effect of intoxicants, compensation is reduced in proportion to the extent of the loss attributable to him/her.

As regards liability insurance, 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 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.

7.2 Insurance of the person (§§28 and 29)

The insurance company is released from liability to any insured person who has wilfully caused an insurance event.

If the insured has caused the insurance event through gross negligence, the insurance company's liability may be reduced, depending on what is deemed reasonable in the circumstances.

If a person entitled to compensation or benefit other than the insured has wilfully caused the insurance event, the insurance company is released from liability to such party. If such a person has caused the insurance event through gross negligence or he/she was at an age or in a state of mind which meant that he/she could not be sentenced for a crime, the compensation or part of the compensation may be paid to him/her, but only when this is deemed reasonable considering the circumstances in which the insurance event was caused.

If the insured has died, the other parties entitled to compensation are paid that part of the compensation which is not paid to the person or persons who caused the insurance event.

8 Identification with another person under non-life insurance (§33)

The provisions set out above concerning the insured person with regard to causing an insurance event, observing the safety regulations or the duty of salvage also apply to a person:

- 1) who, with the consent of the insured person, is responsible for a motor-driven or towed vehicle, vessel or aircraft covered by the insurance. Consent refers to permission given by the insured to drive the above-mentioned vehicle or to use it in some other way, or to consent evident from the circumstances.

- 2) who, jointly with the insured person, owns the insured property and uses it jointly with them, or
- 3) who co-habits with the insured person and uses the insured property jointly with them.

The conditions stated above concerning the insured with regard to observing the safety regulations also apply to a person who, on the basis of their employment or official post with the policyholder, are responsible for supervising the observance of such regulations.

9 Beneficiary clause under insurance of the person

9.1 Beneficiary

The policyholder has the right to name a person (beneficiary) who is entitled to compensation instead of the policyholder or the insured person. The policyholder may change or cancel the beneficiary clause if the insurance event to which the clause is intended to be applied has not occurred.

If the beneficiary clause is valid, the benefit payable due to the death of the insured person is not part of the insured person's estate. The benefit is part of the insured person's estate when there is no beneficiary clause and the benefit is not in the terms and conditions of the insurance set out to be payable to the policyholder.

9.2 Form of the beneficiary clause

A beneficiary clause, its cancellation or amendment is null and void unless it has been submitted to the insurance company in writing.

9.3 Form of the beneficiary clause under group insurance

The insurance company and the policyholder agree on the beneficiary clause in the group insurance contract.

The policyholder may change the beneficiary if the right to do this has been agreed in the group insurance contract.

If the beneficiary clause is valid, the benefit payable due to the death of the insured person is not part of the insured person's estate. The benefit is part of the insured person's estate if there is no beneficiary clause and if the benefit is not payable to the policyholder under the insurance terms and conditions.

10 Claims settlement procedure

10.1 Duties of claimant (§§69 and 72)

The claimant shall immediately notify the insurance company of the loss event. All crimes must be reported to the local police without delay.

The claimant must provide the insurance company with documents and information necessary for the assessment of the insurance 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, who was driving the motor vehicle and whether alcohol or other intoxicants contributed to the occurrence of the insurance event.

The claimants shall acquire and submit to the insurance company said documentation and information at their own cost, unless otherwise agreed. The claimant shall keep any documents and information for at least six months from submitting a claim for compensation and supply them to the insurance company upon request.

For instance, the insured must not, by leaving the scene of the accident, through some other action which prevents the investigation or by consuming alcohol after the loss or damage, impede or prevent the disclosure of a fact which would be significant to the assessment of the insurance event and the liability of the insurance company.

Before any repairs, the insurance company must be given the opportunity to inspect the damaged property in order to establish the cause of damage and whether the damage is coverable under the insurance. If repairs have been initiated without giving the insurance company the opportunity to inspect the damage, the repair work must be documented by, for example, taking photos and keeping any damaged parts. 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 insufficient information relevant to the assessment of the insurance company's liability, their compensation 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. After a loss or damage, the insurance company also has the right to investigate the fault and driving style data recorded in the vehicle data system insofar as this is necessary for the assessment of the insurance company's liability.

10.2 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 bodily injury or 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.

10.3 Setoff against compensation

The insurance company may deduct any outstanding premiums overdue and other outstanding overdue amounts from compensation. Furthermore, as regards Extrasure insurance policies, a setoff can be made on behalf of all of the insurance companies that may be acting as insurers in the Extrasure contract.

10.4 Persons covered by property insurance (§62)

Property insurance is valid for the benefit of the owner, the person who has purchased the property under a provision regarding reservation of title, the holder of a right of lien and a right of retention or some other party who bears the risk pertaining to the property.

10.5 Effect of sanctions on compensation

The insurance company, its subsidiary or a partner in a network underwriting insurance locally is under no obligation to pay indemnity, damages, prevention costs or investigation and legal expenses or any other financial resources if paying them is contrary to sanctions, other restrictive actions or legislation imposed by the Finnish government, the United Nations, the European Union, the United States of America or the United Kingdom or their competent authorities or governing bodies.

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

11.1 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. The insurance company will revise the decision if the new investigations give cause to do so.

11.2 FINE and the Consumer Disputes Board

The Finnish Financial Ombudsman Bureau (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). Before submitting a matter to the Consumer Disputes Board, consumers should first consult the Local Register Office's Consumer Advice services (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.

11.3 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 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.

As regards boat damage, an indemnity adjustment by the Average Adjuster in Finland must be obtained before court proceedings (Act on Indemnity Adjustments by the Average Adjuster, 10/1953).

12 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, or as the owner, keeper, driver or passenger of a vehicle, 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.

In addition to the above, if the loss or damage was caused while driving a motor vehicle, the insurance company also has the right to reclaim the compensation it has paid owing to the loss if the driver caused the loss or damage with at least 1.2 per mille of alcohol in his/her blood while driving or immediately after it, or if the driver had a minimum of 0.53 mg of alcohol per litre of exhaled air, or if the driver's ability to perform the required tasks was considerably diminished due to the influence of an intoxicant other than alcohol or due to the combined effect of intoxicants.

As regards insurance of the person, the insurance company has the right of recovery vis-à-vis a third party only in the case of compensation paid for loss of property or costs incurred due to illness or accident.

If the loss or damage was caused by using a motor vehicle in traffic, an insurance company that has paid compensation under a voluntary insurance policy has the right of recourse towards the motor liability insurance company, up to the amount of compensation paid by the former.

13 Altering an insurance contract

13.1 Altering the terms of contract during the insurance period under non-life insurance (§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 has neglected his/her obligation to disclose information as referred to in clause 2.1 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 entered into.

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.

13.2 Altering the terms of contract during the insurance period under insurance of the person (§20)

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 wilfully or through negligence which cannot be deemed minor failed to observe his/her obligation to disclose information as referred to in clause 2.1 above, and if the insurance company, had it been given the correct and full information, had granted the insurance only against a higher premium or otherwise on terms other than those agreed; or
- 2) the policyholder or the insured person has acted fraudulently in observing his/her obligation to disclose information as referred to in clause 2.1 above and, regardless of this, the insurance is binding on the insurance company on the basis of clause 2.3 due to the adjustment of the consequences of the failure to disclose information; or
- 3) during the insurance period, a change as referred to in clause 5 above has occurred in the circumstances reported by the policyholder or the insured person to the insurance company at the time of concluding the contract, and the insurance company would have granted the insurance only against a higher premium or on otherwise other terms in the event that the circumstance related to the insured person would already have corresponded to the change when the insurance company granted the insurance.

After being informed of the said change, the insurance company will notify the policyholder, in writing and without undue delay, of any change in the premium or other terms. The notification shall state that the policyholder has the right to cancel the insurance.

13.3 Altering the terms of contract at the end of an insurance period under continuous non-life insurance and insurance of the person (§§19 and 20a)

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, catastrophe)
- change in claims expenditure or cost levels, or change in the ratio between indemnities and insurance premiums
- change in a factor or circumstance which, in the view of the insurance company, has an effect on the amount of premium and the risk of loss or damage. Such may include the age or domicile of the policyholder, the insured person or the owner or keeper of the object of insurance; the age, location, properties, place of insurance, claims history or claims development of the object of insurance or part thereof.

The insurance company also has the right to change the insurance premium by defining various premium bases in accordance with risks of loss or damage.

However, as regards insurance of the person, the insurance terms and conditions or premiums may not be changed on the grounds that the state of health of the insured person has deteriorated since the time the policy was taken out or that an insurance event has occurred.

Under life insurance, the insurance company has the right to alter the insurance terms and conditions, premiums and other terms of contract at the end of the premium period for the following special reasons:

- general incidence of loss or
- change in interest rates provided that the content of the insurance contract does not change substantially compared with the original contract.

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 13.4 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. However, changes to the terms and conditions are not possible in the case of life insurance.

13.4 Effect of the index

The application of any index to an insurance contract is always mentioned in the insurance policy. Insurance which has no reference to any index in the insurance policy is not index-linked.

In the case of MyHome Insurance, the premiums, maximum compensation and deductibles are all linked to the construction cost index. The premiums, maximum indemnities and deductibles for the insurance for home contents in blocks of flats and terraced houses and for the insurance for parts of flats as well as for the insurance for stored home contents are, however, linked to the Finnish consumer price index.

The sums insured recorded in the policies for luggage, small boat, liability and legal expenses insurance are linked to the consumer price index. The deductible specified in the insurance policy is also linked to the consumer price index. In the case of forest insurance and forest fire insurance, the premium is linked to the forest insurance premium index and the deductible to the consumer price index. The maximum compensation and the amount of benefit under Health Insurance, Living Allowance Insurance,

Eurooppalainen Traveller's Insurance, Life Insurance and Disability Insurance are linked to the latest series of the consumer price index. If, however, the amount of benefit decreases with age in Life Insurance and Disability Insurance, the insurance premium is linked to the consumer price index.

Insurance policies to which the terms and conditions of Insurance no longer sold apply

In the case of life insurance, disability insurance and travellers insurance, the sums insured recorded in the insurance policy are linked to the consumer price index. The sums insured of medical expenses insurance and accident insurance are linked to the consumer price index subgroup related to the price development of products and services in the medical and health care sectors. If, however, the sum insured decreases with age or is not expressed in euros owing to the type of compensation, the insurance premium is linked to the consumer price index. In the case of medical treatment expenses insurance, medical treatment insurance, medical expenses insurance and accident insurance, the deductible expressed in euros and the premium are linked to the consumer price index subgroup related to the price development of products and services in the medical and healthcare sectors.

In the case of non-life insurance, the sums insured recorded in the policies for moveable property, luggage, liability and legal expenses insurance are linked to the consumer price index. The sum insured recorded in the property insurance policy for buildings is linked to the construction cost index. In the case of full-value property insurance, the insurance premium is linked to the consumer price index as regards moveable property and to the construction cost index as regards buildings. The maximum compensation recorded in the insurance policy for moveable property is linked to the consumer price index. The deductible specified in the insurance policy is also linked to the consumer price index.

13.4.1 Index clause for the sum insured

The adjustment index used is the calendar month index four months before 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.

As of the beginning of the insurance period, the insurance premium is altered to match the adjusted sum insured.

The sum insured is rounded off to the nearest full euro.

In the case of non-life insurance, the ratio of the sum insured at the moment of loss or damage to the sum insured recorded in the insurance policy will be identical to the ratio of the calendar month index four months before the loss date to the adjustment index most recently used. In such a case, however, the sum insured at the moment of loss will be a maximum of 15% above the sum insured recorded in the insurance policy or the sum insured adjusted at the beginning of the previous insurance period.

13.4.2 Index clause for the premium

The adjustment index used is the index for September of the calendar year preceding the first day of the insurance period. However, as regards forest insurance, the adjustment index used is the index of the calendar year preceding the first day of the insurance period. The insurance premium for each insurance period is changed by the same percentage as the adjustment index deviates from the adjustment index most recently used.

In insurance policies based on sums insured, the sum insured for the insurance period changes to match the adjusted insurance premium. When the amount of benefit decreases with age in life insurance and disability insurance, the amount of benefit is determined on the basis of the premium. The premium for impaired risk is calculated from the amount of benefit.

13.4.3 Index clause for maximum compensation under MyHome Insurance

The adjustment index used is the index for September of the calendar year preceding the first day of the insurance period. In the case of full-value insurance for building, moveable property and parts of a flat/house, the maximum compensation, 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 maximum compensation is rounded off to the nearest full euro.

13.4.4 Index linking of maximum compensation and sums insured under Health Insurance, Living Allowance Insurance, Eurooppalainen Traveller's Insurance, Life Insurance and Disability Insurance

The adjustment index used is the index for September of the calendar year preceding the first day of the insurance period. The maximum compensation amounts and the amounts of benefit recorded in the insurance policy are adjusted at the beginning of every insurance period by the same percentage as the adjustment index deviates from the adjustment index previously used.

The insurance premiums in both Life Insurance and Disability Insurance are made to correspond with the adjusted amount of benefit.

The maximum compensation and the amounts of benefit are rounded off to the nearest full euro.

13.4.5 Index linking of maximum compensation under non-life insurance and insurance of the person to which the terms and conditions of Insurance no longer sold apply

The adjustment index used is the index for September of the calendar year preceding the first day of the insurance period. In the case of full-value insurance for moveable property, the maximum compensation, 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 maximum compensation is rounded off to the nearest full ten euros.

13.4.6 Index clause for the deductible

The adjustment index used is the index for September of the calendar year preceding the first day of the insurance period. The deductible 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.

14 Termination of insurance contract

14.1 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. However, the right of termination does not exist if the agreed period of validity of the insurance contract is shorter than 30 days.

Notice given to one of the insurance companies is also valid for the other insurers.

14.2 Insurance company's right to terminate non-life insurance during the insurance period (§15)

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

- 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
- 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
- the insured has wilfully or through gross negligence failed to observe the safety regulations
- the insured has wilfully or through gross negligence caused the insurance event, or
- 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.

14.3 Insurance company's right to terminate insurance of the person during the insurance period (§17)

During the insurance period, the insurance company has the right to terminate the insurance or to terminate the cover for an individual insured person under Sports Cover if

- 1) the policyholder or the insured person has wilfully or through negligence, which cannot be deemed minor, neglected their obligation to disclose information as referred to in clause 2.1 above, and the insurance company, had it been given correct and complete information, would have refused to grant the insurance altogether
- 2) the policyholder or the insured person has acted fraudulently in observing their obligation to disclose information as referred to in clause 2.1 above and, regardless of this, the insurance contract is binding on the insurance company on the basis of that clause
- 3) during the insurance period, a change as referred to in clause 5 above has occurred in the circumstances reported by the policyholder or the insured person to the insurance company at the time of concluding the contract, and the insurance company would not have granted the insurance in the event that the circumstance relating to the insured person would already have corresponded to the change when the insurance company granted the insurance

- 4) the insured person has wilfully 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.

14.4 Procedure when the insurance company terminates an insurance policy during the insurance period

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.

14.5 The insurance company's right to terminate non-life insurance at the end of the insurance period (§16)

The insurance company has the right to give notice of termination of an insurance 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.

14.6 The insurance company's right to terminate insurance of the person at the end of the insurance period (§17a)

The insurance company has the right to terminate a contract of insurance of the person effective as of the end of the premium period. If the premium period is less than one year or its length has not been agreed, the insurance company has the right to terminate the insurance effective as of the end of the calendar year. The notice of termination will be sent one month before the end of the premium period at the latest or, if the premium period has not been agreed, one month before the end of the calendar year at the latest. Notice of termination has a mention of the grounds for termination.

Notice of termination of the insurance cannot, however, be given if the grounds are that the state of health of the insured has deteriorated since the time the policy was taken out, or that an insurance event has occurred.

However, in the case of life insurance or disability insurance, the insurance company does not have the right to give notice.

14.7 Change of owner (§63)

If the insured property is transferred to a new owner other than the policyholder him/ herself or his/her estate, or when the keeper of a vehicle sold on hire-purchase becomes the owner, the insurance for that property will terminate. If an insurance event takes place within 14 days of the transfer of ownership, the new owner will, however, be entitled to compensation unless he/she has taken out insurance on the property.

In legal expenses and consequential loss insurance policies included in an insurance package for motor vehicles, the insurance contract will terminate if the insured property is transferred to a new owner.

14.8 Notice of termination of life insurance (§21)

If the life insurance has been valid for more than a year, the insurance company will send the policyholder a reminder one month before the termination of the validity period at the latest, and three months at the earliest.

If the insurance company fails to send this reminder, the life insurance remains valid. However, the period of validity terminates in one month's time from the date on which the delayed reminder was sent to the policyholder and at the latest in six months time from the end of the validity period of the insurance.

15 Digital services

If the policyholder has concluded a private customer's digital services agreement, the policyholder may attend to his/her insurance matters using OP's digital services, such as the op.fi service. Use of the services is possible to the extent determined by OP. This may include the right to view the details of insurance policies in force or to file loss reports. When the policyholder uses OP's digital services to attend to his/her insurance matters, the general terms and conditions for private customer's digital services, which are supplied to the customer when concluding the agreement, shall apply to the insurance in addition to these insurance terms and conditions.

The insurance company is entitled to send all insurance-related information, such as decisions, messages, notifications, responses, changes and notices of termination, exclusively in electronic form to OP's online and mobile services. The policyholder has the right to receive the aforementioned information by post within reasonable time from the day on which

the policyholder informed the insurance company that he/she wishes to receive the information by post. The policyholder and OP will agree separately whether the bill will be sent on paper by post, or electronically. This also applies to notifications related to compensation.

16 Statutory right to perform profiling

When performing its risk management duties stipulated by the Insurance Companies Act and other relevant regulation, the insurance company has the right to perform profiling.

17 Applicable law and calculation bases

Finnish law shall apply to all insurance contracts, and the calculation bases required by the Insurance Companies Act shall additionally apply to personal insurance.