

OP-Visa Platinum
Rental Car Collision Damage
Waiver Insurance
Inter Partner Assistance SA
1.6.2021

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INTRODUCTION

These are the terms and conditions of the OP Card Rental Car Collision Damage Waiver Excess Insurance and they summarise the benefits provided to **you** by virtue of **your** holding an OP-Visa Platinum Credit Card through OP Retail Customers Plc. The provision of those benefits is enabled by an insurance policy held by and issued to OP Cards by Inter Partner Assistance.

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

ELIGIBILITY

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

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

INSURER

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

POLICYHOLDER

OP Retail Customers Plc, Gebhardinaukio 1, 00510 Helsinki

DEFINITIONS

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

CARDHOLDER	The holder of a covered card .
CLOSE RELATIVE	Mother, father, sister, brother, spouse, or fiancé/fiancée or common law partner (any couple, in a common law relationship living permanently at the same address) daughter, son, including adopted daughter or son, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepparent, stepchild, stepsister, stepbrother, foster child, legal guardian, legal ward.
COUNTRY OF RESIDENCE	Finland. You must have a residential address in Finland.
COVERED CARD	An OP-Visa Platinum Credit Card, issued by OP Retail Customers Plc, the card being valid, activated, and the account balance having been paid in accordance with the Cardholder agreement at the time of any incident giving rise to a claim.
EXCESS	The part of the claim for which the cardholder remains financially responsible in the rental agreement and has not taken out any other rental vehicle insurance.

PERIOD OF COVER

Cover begins for cars rented after the start date of **your** covered card. (All benefits subject to terms and conditions.) Cover will end when the card account is terminated or when these benefits are cancelled or expire.

RENTAL VEHICLE

Passenger cars, estate cars and vans, authorised to carry up to nine people authorised to use public roads. Cover is limited to no more than 30 days. Cover is valid for rental vehicles rented and driven in **country of residence** or abroad.

RENTAL PERIOD

The period shown on the rental agreement lasting no longer than 30 days.

RENTAL VEHICLE INSURANCE

The primary insurance held by a licensed car rental agency or company in respect of the rental vehicle covering risks such as third party liability, or **theft** of the rental vehicle.

TERRORISM

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or governments, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

THEFT

Any **theft** committed by violence, threat of violence, mugging, assault or through break in by a third party (a person who is not a relative, **close relative** or travel companion)

TRIP

Any holiday, or journey for business or pleasure made by **you** worldwide which begins and ends in **your country of residence**, during the **period of cover**.

PLEASE NOTE: Any **trips** to a country, specific area or event when the Ministry of Foreign Affairs or a regulatory authority in a country to/from which **you** are travelling has advised against all travel are not covered. In addition, trips to any destination that falls under point 19 of WHAT IS NOT COVERED are not covered.

WE/US/OUR

The service provider, arranged by Inter Partner Assistance SA.

YOU/YOUR/ BENEFICIARY(IES)

The **Cardholder** and his/her spouse or legal partner (any couple in a common law relationship living permanently at the same address.

Beneficiaries must be travelling on the **trip** with and to the same destination as the **Cardholder**.

IMPORTANT INFORMATION

1. This policy will be governed by the laws of Finland.
2. **Trips** must begin and end in the **country of residence**. Cover is valid in the **country of residence** only if you are travelling at least 50 kilometres from your home, workplace, place of study or holiday home that is in **your** regular use.
3. The duration of any **trip** may not exceed 90 consecutive days.

IMPORTANT CLAIM CONDITIONS

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

1. **We** ask that **you** notify **us** within 28 days of **you** becoming aware that **you** need to make a claim and that **you** provide **us** with any additional information to **us** as soon as possible.
2. **You** must report all incidents to the local police in the country where it occurs and obtain a crime or lost property report, which includes an incident number.
3. **You** must provide all necessary documentation requested by **us** on page 4 at **your** expense. **We** may also request more documentation than what is listed to substantiate **your** claim. If **you** do not provide this any claim may be refused.
4. **We** have the right, if **we** choose, in **your** name but at **our** expense to:
 - take over the settlement of any claim;
 - take legal action in **your** name to get compensation from anyone else for **our** own benefit or to get back from anyone

- else any payments that have already been made;
 - take any action to get back any lost property or property believed to be lost.
5. If **you** or anyone acting for **you** in any respect, attempts to gain funds, information or other assets by deception or any other illegal means, including deliberate misrepresentation or omission of facts in order to misrepresent the true situation, this policy shall become void. **We** may inform the police and **you** must repay to **us** any amount already received under the policy.
 6. If **we** pay any expense which is not covered, **you** must pay this back within one month of **our** asking.
 7. If **you** possess multiple OP cards **we** will only pay the highest single limit of the cards, the benefit values will not be cumulative.

WHAT IS COVERED

NOTE: **You** are covered only when the **cardholder** is named as the first driver in the rental agreement, he is at least 21 years of age and under 80 years of age and in possession of a valid driver's license valid for the class of **rental vehicle**.

Up to €2,000 for the amount of the **excess** (when the rental car company covers damages to the rental vehicle over and above the **excess** by means of another contract or rental vehicle insurance) if the licensed rental agency or company holds **you** responsible for costs arising from material damage to the rental vehicle during the rental period resulting from damage, fire, vandalism, or **theft** of the rental vehicle and for subsequent loss of revenue while the rental vehicle is unavailable for hire as a result of such damage or loss.

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

WHAT IS NOT COVERED

1. Cover will not apply to **you** if **you**:
 - do not hold a valid driving license for the class of rental vehicle being driven (such licence issued in the **country of residence** or in the country issuing **your** passport);
 - have more than three convictions for speeding within a year prior to the **trip**;
 - have any conviction (or pending prosecution) for driving whilst under the influence of a drug or drugs or drink driving or had a conviction or period of disqualification (or is awaiting prosecution) for dangerous driving and/or careless driving offence;
 - are under 21 or over 79 years of age;
 - violate the conditions of the rental agreement.
2. Cover will not apply in respect of the following types of rental vehicle:
 - mopeds and motorbikes; limousines, commercial vehicles, trucks, motor homes, and vehicles not licensed for road use including but not limited to trailers or caravans;
 - rental vehicles with a retail purchase price exceeding €60,000 (or local currency equivalent);
 - rental vehicles being used for reward, motor racing, rallies, speed, endurance tests, track days, or practising for such events.
 - rental vehicles used for commercial purposes.
3. Renting more than one rental vehicle at any one time.
4. Rentals of more than the duration specified in the rental agreement or more than 30 days.
5. Revolving, lease type rentals.
6. Rental of vehicles on an hourly (or less) basis where the rental vehicle is not physically checked in and out by a representative of the licensed car rental agency.
7. **We** will only pay in excess of any insurance which is included in the rental agreement, rental vehicle insurance or any other insurance that **you** hold which covers the same incident.
8. Vehicles used off-road, in or in training for racing competitions, trials rallies or speed testing, or being used for a purpose other than stated in the rental agreement.
9. Loss and/or damage to vintage cars over 20 years old, or cars that have not been manufactured for at least 10 years.
10. Loss and/or damage resulting from failure of any person to observe the maintenance and operating instructions supplied with the rental vehicle or caused by wear and tear, insects or vermin.
11. Any costs where **you** admit liability, negotiate, make and promise or agree any settlement.
12. Any fines (including but not limited to speeding fines, parking fines) and punitive damages.
13. The amount of the indemnity **you** are entitled to claim from any other insurance whether or not the insurer refuses the claim or fail to settle for any reason whatsoever.
14. Benefits payable under, any uninsured or underinsured motorist law, first party benefit law or no-fault law, or law similar to the former, in any state or territory.

15. Claims where **you** have not provided the necessary documentation requested by **us** at **your** expense. **We** may also ask for more documentation than what is listed to substantiate **your** claim.
16. **Your** own unlawful action or any criminal proceedings against **you** or any loss or damage deliberately carried out or caused by **you**.
17. Any other loss, damage or additional expense following on from the event for which **you** are claiming. Examples of such loss, damage or additional expenses would be the cost incurred in preparing a claim, loss of earnings, loss or costs incurred arising from the interruption of **your** business, inconvenience, distress, or loss of enjoyment.
18. Any claim where **you** are entitled to indemnity under any other insurance, including any amounts recoverable from any other source, except in respect of any **excess** beyond the amount which would have been covered under such other insurance, or any amount recoverable from any other source, had these benefits not been effected.
19. **Your** travel to a country, specific area or event when the Ministry of Foreign Affairs or a regulatory authority in a country to/from which **you** are travelling has advised against all travel.
20. Any circumstances known to **you** before **your** enrolment into the policy or at the time of booking any **trip** which could reasonably have been expected to lead to a claim under this policy.
21. Any costs **you** would have been required or been expected to pay, if the event resulting in the claim had not happened.
22. Costs of telephone calls or faxes, internet charges unless they are documented as costs to contact **us**.
23. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, **terrorism**, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising military or usurped power.
24. Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.
25. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

MAKING A CLAIM

Please call **our** claims helpline on +358 9 4245 0008 (Monday - Friday 09:00 – 17:00). **You** will need to give:

- **your** name
- brief details of **your** claim.

We ask that **you** notify **us** within 28 days (unless otherwise stated) of **you** becoming aware of needing to make a claim and that **you** send **us** all required additional documents as soon as possible.

In any event, claims must be notified to **us** at the latest within 1 year of **you** becoming aware of an incident which may generate a claim or within 10 years of the incident, whichever comes first.

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

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

- **Your** original booking invoice(s) and travel documents showing the dates of travel and booking date.
- Details of any other insurance that may also cover the incident.
- Any documentation **you** have to substantiate **your** claim
- Rental Agreement as provided by Rental Company.
- Copy of driving licence
- Accident report.
- Bank statement or original receipt showing how much **you** have paid for the damages.

COMPLAINTS PROCEDURE

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

You can write to the Complaints Team, who will arrange an investigation on **your** behalf, at: AXA Matkavakuutuspalvelut, PL 43, 00501 Helsinki.

Or **you** may use e-mail: clp.fi.travelinsurance@partners.axa

Or telephone: +358 9 4245 0008

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

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

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

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

CANCELLATION OF BENEFITS

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

USE OF YOUR PERSONAL DATA

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

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

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

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

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

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

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

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

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

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

Data Protection Officer
AXA Travel Insurance
106-108 Station Road
Redhill
RH1 1PR
United Kingdom

Email: dataprotectionenquiries@axa-assistance.co.uk