



# OP Platinum

Rental Car Collision Damage Excess Waiver Wordings

Inter Partner Assistance SA

1.5.2023

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## About Your Cover

### Important Information

These terms and conditions list the benefits of the OP Platinum Card covers which can be provided to you by virtue of **you** holding an OP Platinum Card through OP Retail Customers Plc. The insurance for OP Retail Customers Oyj is issued by Inter Partner Assistance SA.

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 an OP Retail Customers Plc cardholder to receive benefits. Strict compliance with the terms and conditions of this agreement is required if **you** are to receive its benefit.

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

### Eligibility

The benefits summarised in this document are dependent upon **you** being a valid OP Retail Customers Plc 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 policy will be governed by the laws of Finland.

Rental Car Collision Damage Excess Waiver cover is only valid when you are on a foreign or domestic trip. The 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.

Rental Car Collision Damage Excess Waiver cover begins for cars rented after the start date of **your covered card**.

The benefit of the cover can be at maximum 5,000 euros, deductible 0 euros.

The validity of the insurance does not require payment with OP Platinum Card.

### Benefits

#### What is covered

NOTE: **You** are covered only when the **cardholder** is named as the first driver in the rental agreement, he/she 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 €5,000 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 80 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 €100,000 (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.

## Making a Claim

Please make a claim online through <https://eu.claims.axa.travel/> or call to

OP Platinum Customer Service 0100 0510 (For Rental Car Collision Damage Excess Waiver Mon-Fri 9–17).

**You** will need to give:

- **your** name
- the first six (6) digits of **your** Card
- 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:



### Claim application must include

- Your original invoice(s).
- Original bills or invoices **you** are asked to pay.
- Details of any other insurance that may also cover the incident.
- Any documentation **you** have to substantiate **your** claim.
- For all claims relating to illness or injury a medical certificate will need to be completed by the treating **medical practitioner** treating **you** or a **close relative**. Or any claims due to a death we will require a medical certificate from the **medical practitioner** treating **you** or a **close relative** and a copy of the death certificate.

### In addition

- **Your** original booking invoice(s) and travel documents showing the dates of travel and booking date.
- 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.

## Definitions

### Bodily Injury

An identifiable physical injury caused by a sudden, violent, external, unexpected specific event. Injury as a result of your unavoidable exposure to the elements shall be deemed to be a bodily injury.

### 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.

### Complications of Pregnancy

The following unforeseen complications of pregnancy as certified by a medical practitioner: toxemia; gestational hypertension; pre-eclampsia; ectopic pregnancy; hydatidiform mole (molar pregnancy); hyperemesis gravidarum; ante partum haemorrhage; placental abruption; placenta praevia; post-partum haemorrhage; retained placenta membrane; miscarriage; stillbirths; medically necessary emergency Caesarean sections/medically necessary termination; and any premature births or threatened early labour more than 8 weeks (or 16 weeks in the case of a multiple pregnancy) prior to the expected delivery date.

### Country of Residence

Finland. You must have a residential address in Finland.

### Covered Card

An OP Platinum 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.



## Home

Your normal place of residence in your country of residence.

## Medical Condition(s)

Any medical or psychological disease, sickness, condition, illness or injury that has affected you or any close relative.

## Medical Practitioner

A legally licensed member of the medical profession, recognised by the law of the country where treatment is provided and who, in rendering such treatment is practising within the scope of his/her licence and training, and who is not related to you.

## Policyholder

OP Retail Customers Plc, Gebhardinaukio 1, 00510 Helsinki.

## Public Transport

Any transport by road, rail, sea or air with a licensed carrier operating a regular and/or charter passenger service on which you are booked to travel.

## Rental Period

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

## 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 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. Covers also providers renting private cars when a rental agreement has been signed, cars are insured and the amount of excess is displayed.

## Strike or Industrial Action

Any form of industrial action which is carried out with the intention of stopping, restricting or interfering with the production of goods or provision of services.

## Termination of Cover

Covers will end when the card account is terminated or when these benefits are cancelled or expire.

## 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 or a close relative).

## Trip

Any holiday, or journey, including domestic travel, 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.

### Under the Influence

If a toxicology has been completed and produces a result above 0.02% BAC (Blood Alcohol Content) or drug screening proves positive. If a toxicology has not been completed, any report from the time of the incident confirming or noting any suspicion of your consumption/use of drugs or alcohol.

### We/Us/Our

Inter Partner Assistance SA, part of AXA Group 7 Boulevard du Régent, 1000 Brussels, Belgium, insurance company regulated by the National Bank of Belgium under the number 0487, Company number: 0415.591.055 and service providers arranged by Inter Partner Assistance S.A.

### You/Your/Beneficiary

OP Platinum cardholder.

## General 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. **You** must take all reasonable care and precautions prevent a claim happening. **You** must act as if **you** are not covered and take steps to minimise **your** loss as much as possible and take reasonable steps to prevent a further incident and to recover missing property.
2. **We** ask that **you** notify us within 28 days of **you** becoming aware that **you** need to make a claim and that **you** provide us with any additional information to us as soon as possible.
3. **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.
4. **You** must provide all necessary documentation requested by **us** on page 5 at **your** expense. **We** may also request more documentation than what is listed to substantiate **your** claim. If **you** do not provide this any claim may be refused.
5. **You** or **your** legal representatives must send **us** at **your** own expense all information, evidence, medical certificates, original invoices, receipts, reports, assistance that may be needed including details of other insurance policies that may cover the claim. **We** may refuse to reimburse you for any expenses for which **you** cannot provide receipts or bills. Please keep copies of all documents sent to us.
6. No **insurer** shall be deemed to provide and no **insurer** shall be liable to pay any claim or provide any benefit here under to the extent that the provision of such cover, payment or such claim of such benefit would expose that **insurer** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.
7. **You** must not admit, deny, settle, reject, negotiate or make any arrangement for any claim without **our** permission.
8. In the event of a claim and if **we** require it, **you** must agree to be examined by a **medical practitioner** of **our** choice, at **our** expense as often as may be reasonably necessary prior to paying a claim. In the event of **your** death **we** may also request and will pay for a post-mortem examination.
9. **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.
10. 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.

11. If **we** pay any expense which is not covered, **you** must pay this back within one month of our asking.
12. **We** will make every effort to apply the full range of services in all circumstances as shown in the policy. Remote geographical locations or unforeseeable adverse local conditions may prevent the normal standard of service being provided.
13. If **you** possess multiple OP Retail Customers Plc cards **we** will only pay the highest single limit of the cards, the benefit values will not be cumulative.

## Exclusions

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

1. Under all sections, any claim arising from a reason not listed in WHAT IS COVERED
2. Claims where **you** have not provided the necessary documentation requested by **us** on page 5 at your expense. **We** may also ask for more documentation than what is listed to substantiate **your** claim.
3. Any claim resulting from **you** attempting or committing suicide; deliberately injuring yourself; using any drug not prescribed by a **medical practitioner**, being addicted to, abusing or being **under the influence** of drugs, or alcohol.
4. Any claim resulting from assisted suicide/Euthanasia.
5. Self-exposure to needless peril (except in an attempt to save human life).
6. Any claim resulting from **your** involvement in a fight except in self-defence.
7. **Your** own unlawful action or any criminal proceedings against **you** or any loss or damage deliberately carried out or caused by **you**.
8. 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.
9. The reimbursement can never be more than loss of the original damage. We do not pay the cost which some other insurer will cover.
10. Any costs **you** would have been required or been expected to pay, if the event resulting in the claim had not happened.
11. Any circumstances known to **you** before your **period of cover** begins or at the time of purchasing the **event ticket** could reasonably have been expected to lead to a claim under this policy.
12. Costs of telephone calls or faxes, internet charges unless they are documented as costs to contact **us**.
13. 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.
14. Any virtual currency including fluctuations in value and also crypto currency.

## 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](mailto: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**.

## 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** 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 <https://www.axapartners.com/en/page/en.privacy-policy>.

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:

- Risk assessment and pricing (i.e. 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 **your** data protection authority or have any other requests or concerns relating to **our** use of **your** data, including obtaining a printed copy of the website privacy notice please write to **us** at:

Data Protection Officer

AXA

106-108 Station Road

Redhill

RH1 1PR

Email: [dataprotectionenquiries@axa-assistance.co.uk](mailto:dataprotectionenquiries@axa-assistance.co.uk)