

# Dog and cat insurance

Product guide and insurance terms and conditions  
as of 1 April 2019



# The best care for your pet

Pets can have all sorts of accidents, just like people. Dog and cat insurance provides compensation if your pet falls ill or is injured, dies or disappears, or causes loss or damage to a third party.

- 1** **Compensation for sudden veterinary expenses**  
 Medical treatment expenses insurance covers veterinary expenses and medication, so your pet will receive the best possible treatment and you will not have to worry about money. When you visit one of our veterinary partners, you will only pay the deductible and the clinic will bill us directly for the remainder of the fee.
- 2** **Cover for your pet's teeth**  
 Our medical treatment expenses insurance also covers dental treatments due to illnesses and accidents. We will pay compensation in situations such as when an animal's tooth is broken in an accident.
- 3** **OP Claim Help at your service**  
 OP Claim Help on OP-mobile or at [claimhelp.op.fi](http://claimhelp.op.fi) can advise you what to do if your animal friend falls ill or is injured. You do not need to work everything out by yourself – OP Claim Help can provide advice at any time of the day. We are constantly developing our network of partner veterinarians, and you can find out which partners you can use on OP Claim Help. In the event of an emergency, you can always take your pet to your nearest veterinarian for treatment.



[claimhelp.op.fi](http://claimhelp.op.fi)  
 tel. +358 10 253 1333

Insurance services number +358 10 253 1333

- From landline network and domestic mobile subscriptions €0.0835 per call + €0.167 per minute (VAT included)
- We record customer calls to assure the quality of customer service, among other things.  
 Read more about the subject at [op.fi/dataprotection](http://op.fi/dataprotection).

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# An insurance policy tailor-made for your pet

It is a good idea to take out insurance when your pet is young and getting to know the world around it. If you take out a policy for your dog or cat while it is still young and healthy, you will get the best possible coverage.

You can decide on the scope of the cover yourself – you can take out medical treatment expenses and animal insurance for your pet together or separately. Moreover, you can supplement the animal insurance with animal liability insurance. This is good to have, especially if you do not have any other liability insurance, if you need more comprehensive cover for the pet's long-term carer or if you are travelling with your pet.

You can insure pets aged at least 6 months and under 7 years. As your animal companion grows old, veterinary expenses will be covered, as our medical treatment expenses insurance has no upper age limit. Animal insurance and animal liability insurance expire automatically at the end of the insurance period during which your pet reaches the age of 10 years

## Cover offered by dog and cat insurance

Choose suitable forms of cover	What do we compensate?	Maximum compensation	Deductible
MEDICAL TREATMENT EXPENSES INSURANCE valid throughout your pet's lifetime	We pay compensation for veterinary examinations and treatments for your pet, as well as for prescription medicines. Covered illnesses and accidents include eye and ear infections, gum infections, cracked teeth and respiratory infections.	Depending on your choices, a maximum of EUR 1,000, EUR 2,000 or EUR 3,000 can be paid in compensation in any one year-long insurance period.  The maximum compensation decreases annually after your pet reaches the age of 10 years. The reduction is 20% from your selected maximum compensation level.	EUR 70 per insurance period and costs in excess of this depending on your choices, either 30% or 40%
ANIMAL INSURANCE* valid until the age of 10 years	We will compensate you for the financial loss if your dog or pedigree cat dies, disappears, is stolen or has to be put down for animal welfare reasons.	The compensation will be your selected sum insured, which is based on the purchase price of your pet.	No deductible
ANIMAL LIABILITY INSURANCE* valid until the age of 10 years	We will pay compensation for bodily injury or material damage caused by your dog or pedigree cat to a third party if you are liable for damages by law.	A maximum of EUR 85,000 can be paid in compensation for each incident of loss or damage.	EUR 150

\*) We will pay compensation of up to EUR 1,500 under OP's MyHome Insurance for the accidental death of your pet. Furthermore, if you have OP's home insurance with general liability insurance, you may not need a separate animal liability insurance policy. Check your home insurance or ask us for help.

## Compensation example 1

Pipsa, a golden retriever, contracted a urinary tract infection and began receiving antibiotics prescribed by a vet. A total of **EUR 380** was incurred in costs covered by medical treatment expenses insurance, consisting of the veterinarian's examinations and laboratory tests, as well as the prescription medications. At the same time, food was purchased for Pipsa's special diet, but this was not covered by the insurance.

The deductible of Pipsa's medical treatment expenses insurance is EUR 70 during the insurance period plus 40 % of the expenses in excess of this. As this was not the first time that Pipsa had been ill during the insurance period, the fixed deductible of EUR 70 was not subtracted from the compensation for this visit.

After subtracting the 40% deductible, **the amount of compensation payable was**

$$380 - (380 * 0.40) = \text{EUR } 228$$

If a deductible of 30% had been selected for Pipsa's insurance policy, the amount of compensation paid would have been  $380 - (380 * 0.30) = \text{EUR } 266$ .

## What does the insurance not cover?

Insurance can help you in many situations, but it does not cover everything. Please carefully read through the examples of insurance cover and the precise exclusion clauses in the insurance terms and conditions.

### By way of example, we will not pay compensation under medical treatment expenses insurance

- if the illness began or the accident happened before the insurance took effect
- for treating a latent or congenital condition such as cryptorchidism
- for treating developmental disorders of the bones, joints or respiratory tract
- for costs incurred due to syringomyelia
- for costs incurred due to false pregnancies, infertility or sterility
- for costs incurred due to behavioural problems
- for vitamins, mineral nutrients, nutritional supplements, animal feed preparations, food or organically grown produce
- for physical therapy, physiotherapy, acupuncture, laser therapy or massage
- for preventative care, such as vaccinations, tartar removal, voiding of the anal gland or orthodontic treatment
- for a caesarean section on an animal which has previously had a caesarean section
- if the medical treatment expenses are due to complications arising from an illness or procedure that is not covered by the insurance.

### By way of example, we will not pay compensation under animal insurance

- if a lost or stolen pet is returned within one month
- if an illness or accident leading to death began or occurred before the insurance took effect.

### By way of example, we will not pay compensation under animal liability insurance

- if the owner, carer or keeper of a dog or cat is not liable for compensation by law
- for loss or damage caused to the insured person or a person residing permanently in the same household.

## Exclusions related to specific breeds of animal

**We do not pay compensation** for caesarean sections performed on French or English bulldogs, Boston terriers or Chihuahuas. There are no other exclusions related to specific breeds of animal.

## How the insurance is affected by your pet's state of health

Dog and cat insurance is granted on the basis of a health declaration for your pet. The insurance provides cover against future illnesses, but it does not cover illnesses, conditions or injuries that began before the insurance was taken out. Even if your pet is not in perfect health, we can often grant insurance in such a way that your pet's pre-existing illnesses are excluded from the insurance policy.

The scope of the insurance is determined on the basis of the information you provide. The health declaration is easy to fill in online at op.fi. You should have all the information about your pet's state of health available when you start filling in the health declaration form.

”” When you take out insurance for a healthy young dog or cat, you can ensure that your pet has the most comprehensive insurance cover possible.

Hannu Partanen, Insurance Manager, OP

**By sending in the health declaration, you are accepting the insurance offer.** If we cannot grant you insurance due to the state of your pet's health, we shall not be liable for loss or damage. That is why it is important that you wait until we have sent you a confirmation that your insurance has been granted before you terminate any other policies you may have.

## Factors affecting the insurance premium

The insurance premium is determined on the basis of the information about your pet, the municipality in which you live and your choices concerning insurance cover. These factors have been found to be connected to the compensation paid out, so we use them to ensure that our pricing is fair.

For medical treatment expenses insurance, the insurance premium is affected by your pet's breed and age, and the municipality in which you live. Your selected maximum compensation and deductible determine how much risk you are willing to bear yourself in terms of paying the treatment expenses for your pet's illnesses and accidents. As such, they directly affect the insurance premium. Under animal insurance, there are only two corresponding factors: your pet's breed and the sum insured.

It is important that the information you provide is correct. Please take special care to ensure that you provide correct information about your pet's state of health. Providing incorrect or incomplete information may lead to compensation being reduced or declined, or even to the insurance contract being rescinded.

## The policy may be changed annually

We use the insurance premium to cover the costs of treating all of the insured people's pets – sharing the liability – so it is natural that the premium may change annually. In particular, the likelihood of a pet falling ill increases with age, so your insurance premium will change as your pet gets older.

The Insurance Contracts Act also entitles us to make changes to the insurance contract when the insurance period changes. We will inform you of any changes annually. It is our job to ensure that the insurance pricing factors foretell the claims expenditure that must be paid for all of the insured pets. We estimate the claims expenditure annually based on general developments in claims. The insurance terms and conditions and your insurance premium may change on the basis of an increase in claims expenditure and the other reasons stated in the general contract terms and conditions.

As a group of companies owned by its customers, it is our job to provide our owner-customers with benefits, one of which is discounts and loyalty benefits. The amount of benefits and discounts, the grounds for granting them and the period of validity may vary, which may therefore directly affect the price of your insurance.

## Validity period and territorial scope of insurance

The insurance is valid indefinitely, and you can terminate it in writing at any time. Animal insurance and animal liability insurance policies expire automatically at the end of the insurance period during which your pet reaches the age of 10 years.

Dog and cat insurance policies are valid in the Nordic countries and temporarily, for up to one year, also in other EU countries and Switzerland. If you need to, you can expand the territorial limits of medical treatment expenses and animal insurance by contacting our customer service team.

## Operating instructions in the event of an incident

Here are some instructions for what to do in the event of various incidents. These instructions are supplemented by the insurance terms and conditions, which precisely describe the conditions for compensation and the exclusions. We will provide references to the relevant clause in the terms and conditions.

### MEDICAL TREATMENT EXPENSES INSURANCE

#### If your pet needs treatment

Your pet's wellbeing is important to you – and to us. If your pet gets injured or falls ill, medical treatment expenses insurance can provide financial cover for veterinary expenses.

We will pay compensation under medical treatment expenses insurance for essential examinations and treatments prescribed by a veterinarian, as well as for prescription medicines. You can check your pet's insurance cover in the insurance policy, on op.fi or on OP-mobile, under "My policies".

**In an emergency**, you can take your pet to any veterinarian. Otherwise, we recommend that you use our partner veterinarians. Contact OP Claim Help to find out which OP partner veterinarian is closest to you.

Claimhelp.op.fi or OP Claim Help on OP-mobile

- You will receive clear instructions in the event of various incidents so you can have your pet treated.
- If you use our partner veterinarians, you will only need to pay the deductible. The veterinary practice will bill us directly for our share of the covered loss or damage. You will also not need to file a separate loss report. All you need to do is take your policy code with you. You can find your policy code in the policy document or on op.fi under "My policies".

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## Compensation example 2

Leo, a mixed-breed dog, hurt himself during some rough play and broke one of his teeth. Costs of **EUR 560** were incurred when the tooth was removed, and these costs were covered by Leo's medical treatment expenses insurance. The deductible of Leo's medical treatment expenses insurance is EUR 70 during the insurance period, plus 30% of the expenses in excess of this.

After subtracting the deductible, **the amount of compensation payable was**

$$560 - 70 - (490 * 0.30) = \text{EUR } 343$$

## The best treatment for your pet



\*) You can receive the remote veterinarian benefit by taking out our medical treatment expenses insurance. The remote veterinarian, provided in collaboration with FirstVet, is an OP Insurance customer benefit that is not part of the insurance contract and may be subject to change.

## Compensation example 3

Masi, a Finnish spitz, injured his leg while walking in the forest and has begun limping. Masi's owner contacts the remote veterinarian, who recommends having the dog examined more thoroughly. Examination and treatment expenses of **EUR 350** are incurred, including the outpatient clinic fee. In addition, costs of **EUR 50** are incurred for medications.

The accident is covered by Masi's medical treatment expenses insurance. This incident is the first claim in the insurance period, so a fixed deductible of EUR 70 is subtracted from the compensation, as well as the selected rate of 30%.

The remaining compensation is

$$400 - 70 - (330 * 0.30) = \text{EUR } 231$$

The accident was no major problem in the end – Masi's leg recovered quickly.

## ANIMAL INSURANCE

### If your pet disappears or dies

Your pet's animal insurance will pay out the sum insured as stated in the insurance contract with no deductible if your dog or pedigree cat dies of an illness or in an accident, or has to be put down as a result of these for animal welfare reasons. You can check your pet's insurance cover in the insurance policy, on op.fi or on OP-mobile, under "My policies".

- Inform the police immediately if your pet disappears or is stolen.
- File a compensation claim on OP-mobile or by logging into op.fi using the user identifiers for your own bank.
- Include the veterinarian's statement if the veterinarian put the animal down.
- If your dog or pedigree cat disappears, submit a compensation claim one month later and attach a copy of the report filed with the police

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## ANIMAL LIABILITY INSURANCE

### If your pet causes loss or damage

Animal liability insurance will cover you if your dog or pedigree cat causes damage to a third party or their property, for example by biting someone or by colliding with a car. You can check your pet's insurance cover in the insurance policy, on op.fi or on OP-mobile, under "My policies".

- File a compensation claim on OP-mobile or by logging into op.fi using the user identifiers for your own bank.
- Compensation can only be paid if the owner, carer or keeper of the pet is liable for compensation by law.

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## SAFETY REGULATIONS

### Safeguard your pet's wellbeing and prevent loss or damage

The safety regulations in the insurance terms and conditions will help you to take care of your pet's wellbeing and guide you in matters such as vaccinations and visits to the veterinarian. Compliance with the safety regulations also affects compensation: if you do not follow the regulations, your compensation may be reduced or denied.

Good animal care includes having the animal appropriately vaccinated as stated in the vaccination recommendations issued by the Finnish Food Safety Authority.

[The safety regulations are on page 11](#)



# Insurance terms and conditions

Insurances for dogs and cats include medical treatment expenses insurance, animal insurance and animal liability insurance. The insurance cover selected for each insured animal is stated in the policy.

## Common provisions

### 1 The insured animal

The insured animal is the animal specified in the insurance policy.

### 2 Validity

#### 2.1 Territorial scope

The insurance cover is valid throughout the Nordic countries.

Medical treatment expenses insurance, animal insurance and animal liability insurance are temporarily also valid in the other EU countries and Switzerland, but only for a maximum of one year without interruption.

The territorial scope of the medical treatment expenses insurance, animal insurance and loss-of-use insurance can be extended by a supplementary agreement at an additional premium.

#### 2.2 Effect of the insured animals age on validity

The medical treatment expenses insurance is valid until further notice throughout the animal's lifetime, if it is not terminated. Animal insurance and animal liability insurance policies cease to be valid at the end of the insurance period during which the insured animal reaches the age of 10.

### 3 Commencement of insurance event in case of illness

An illness is considered to have begun when it has begun in accordance with generally accepted veterinary practice, regardless of when the illness or its symptoms were first diagnosed.

### 4 Definition of an accident

An accident is a sudden external event that causes injury.

### 5 Value added tax

No VAT is paid on the insurance if the recipient of the indemnity is liable to pay VAT.

### 6 Nuclear accident and war

The insurance does not cover any loss or damage caused by

- by a nuclear accident as referred to in the Nuclear Liability Act, or caused by material, equipment or weapons based on nuclear reaction or ionising radiation, regardless of where the nuclear accident occurred
- by war or armed conflict

## Medical treatment expenses insurance

### 1 Coverable insurance events

Compensation is paid under the insurance for expenses incurred from the treatment of the insured animal caused by an illness or an accident, if the illness begins or the accident occurs during the validity of the insurance cover. Medical expenses are covered only if they are incurred during the validity of the insurance cover.

### 2 Compensation

#### 2.1 Coverable treatment expenses

Treatment expenses are covered provided that the examination or treatment of the illness or injury is performed and prescribed by a vet. In addition, the examination or treatment procedures must be in accordance with generally accepted veterinary practice and necessary for treatment of the illness or injury in question.

These coverable treatment expenses include

- fees for examination and treatment by a vet
- costs of bandaging and medical products sold at the chemists under a Finnish National Agency for Medicines licence
- fees for x-ray and laboratory examinations.

#### 2.2 Expenses which are not covered

Medical expenses are not covered if they are caused by

- hidden or congenital conditions, such as cryptorchidism
- developmental disorder of the skeleton, the joints or the respiratory tract
- syringomyelia
- infertility or sterility
- behavioural problem
- castration, sterilisation, treatment of parasites or extraction of teeth, unless these are necessary to treat an illness or injury covered by the insurance

- the purchase of vitamins, minerals, nutritional supplements, animal feed preparations, food or organically grown produce
- physical therapy, physiotherapy, acupuncture, laser therapy or massage
- a caesarean section on an animal which has previous had a caesarean section. The operation is never covered in the case of French or English bulldogs, Boston terriers or Chihuahuas.
- preventive treatment such as removal of tartar, vaccinations, health check-ups, voiding of the anal glands
- false pregnancy
- complications arising from an illness or a medical procedure not covered by the insurance
- studying, cremating or burying a deceased animal.

#### 2.3 Deductible and maximum compensation

The deductible stated in the insurance policy will be deducted from coverable expenses.

The insurance company will indemnify medical treatment expenses only up to the amount stated in the policy.

### 3 Reduction of maximum compensation

When the insured animal reaches the age of 10, the maximum compensation under medical treatment expenses insurance will be decreased by 20 per cent a year as of the beginning of the following insurance period. The 20 per cent decrease will be calculated from the level of that insurance period during which the animal reached the age of 10. However, the maximum compensation is always at least EUR 400.

## Animal insurance

### 1 Coverable insurance events

Compensation is paid under the insurance when, during the policy's validity, the insured animal

- has died because of an illness or accident
- has died due to complications while giving birth
- has fallen ill or been injured as a result of an accident so severely that a vet has considered it necessary to have the animal put to sleep (euthanasia)
- has disappeared or been stolen.

For compensation to be paid, the illness must have begun or the accident occurred during the validity of the insurance.

Payment of compensation for a lost or stolen animal requires that the animal has not been returned within thirty days of the disappearance or theft.

### 2 Losses excluded from cover

The insurance does not cover the death or euthanasia of an animal if the reason for the death or euthanasia is

- developmental disorder of the skeleton or the joints
- behavioural problem.

Similarly, compensation is not paid under the insurance insofar as the insurance event is indemnified under some other insurance, the Animal Diseases Act or otherwise from public funds.

### 3 Compensation

The benefit paid is the sum insured stated in the policy.

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## Animal liability insurance

### 1 Those insured

Those insured are the owner, carer and keeper, each in this capacity, of the animal specified in the insurance policy and covered by animal insurance.

### 2 Coverable insurance events

- 2.1 The animal liability insurance covers any bodily injury and material damage caused, within the territorial scope of validity of the insurance, to a third party by an animal which is insured under animal insurance and which is the legal responsibility of the insured person, provided that the liability has arisen from an act or negligence which has taken place during the validity of the insurance.
- 2.2 Loss or damage caused by a child is covered even when the child is not liable to pay damages because of his/her age. As an exception to section 7 of the General Terms of Contract, the insurance also covers loss or damage deliberately caused by a child under 12 years of age.

The insurance does not cover loss or damage caused by a child if another person is liable for the loss or damage.

- 2.3 Regardless of any fault of the insured, the insurance covers bodily injury resulting from the bite of a dog insured under animal insurance, and any loss or damage caused by the insured dog in a direct collision with a motor vehicle.

This extension does not apply to

- any loss or damage for which another party is liable
- a traffic or other accident caused by avoiding a dog.

### 3 Losses excluded from cover

The insurance does not cover

- 3.1 loss or damage caused
- to the insured or a person residing permanently with the insured in the same household
  - to the insured person's employee or the equivalent insofar as the person concerned is entitled to compensation under statutory workers' compensation or motor liability insurance.
- 3.2 loss of or damage to property which, when the act or negligence causing the loss or damage took place, is or was in the possession of, at the personal disposal of, borrowed by, stored with or otherwise handled by or in the care of the insured or a person residing permanently in the same household as the insured
- 3.3 loss or damage for which the insured is liable only by virtue of an agreement, engagement, promise or guarantee
- 3.4 loss or damage caused by a strike or other similar cause.

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

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

4.2 The insured shall provide the company with an opportunity to assess the amount of loss or damage and to reach an amicable settlement.

Exclusion:

If the insured makes good the loss, agrees thereon or accepts the claim, this will not be binding on the insurance company, unless the amount and basis of the damages are manifestly correct.

4.3 If damages coverable under this insurance are demanded from the insured in legal proceedings, the insured must immediately notify the insurance company of the proceedings. The company will handle the legal proceedings at its own cost on behalf of the insured insofar as they concern the said damages.

Exclusion:

The costs of legal proceedings taking place outside the Nordic countries are indemnified to a maximum of EUR 8,500.

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

### 5 Indemnification regulations

- 5.1 The sum insured recorded in the policy is the upper limit of the company's liability in each insurance event.
- 5.2 Multiple loss or damage caused by a single event or circumstance is considered a single insurance event.
- 5.3 In all insurance events, the insured is responsible for a certain amount of the loss, i.e. the deductible, which is specified in the insurance policy.
- 5.4 Legal provisions on value added tax will be taken into account in calculations of the amount of loss.

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

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

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

## 6 Joint and several liability

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

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## Safety regulations

### 1 Significance of safety regulations

The safety regulations given in the insurance policy, insurance terms and conditions or other instructions in writing must be complied with. If the safety regulations are not complied with, any compensation may be reduced or disallowed under section 6 of the General Terms of Contract.

### 2 Care of the animal

Good animal care includes having the animal appropriately vaccinated as stated in the vaccination recommendations issued by Finnish Food Safety Authority.

The animal must not be left in a vehicle or other area so that it is exposed to heat.

If anything is detected to indicate that the animal is ill or injured, a veterinarian should be contacted immediately. The treatment of a sick or injured animal must continue uninterrupted until it has recovered. Instructions given by the vet must be followed.

### 3 Other regulations

The provisions of the Animal Diseases Act and Prevention of Cruelty to Animals Act, and other regulations issued by the authorities shall be complied with.

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## Filing a claim

### 1 Notification of insurance event

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

### 2 Medical expenses insurance

The following documents must be appended to the notification form:

- a vet's bill of costs giving details of the treated animal, the illness or injury, and the procedures performed
- original receipts for treatment expenses paid.

### 3 Animal insurance

A vet's statement about the cause of death or need for euthanasia must be appended to the notification form.

The police must be informed without delay of the disappearance or theft of an animal. A copy of the notification made to the police must be appended to the notification form. If the strayed or stolen animal is returned to the owner, he or she must return the compensation to the insurance company without delay.

### 4 Document costs

Claimants must supply the documents listed in items 1–3 at their own cost. The insurance company will indemnify the cost of any other certificates, statements and records it asks for.

# 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 reduction or disallowance is being considered. In addition, the policyholder's and the insured person's intent or the type of negligence and other circumstances will be taken into account.

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

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

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

### 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 or properties of the object of insurance or part thereof, the place of insurance, claims history or claims development.

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 solidly apply

In the case of life insurance, disability insurance and traveller's 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 in OP's digital services, such as the op.fi service. Using 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, supplied to the customer when concluding the agreement, shall apply to the insurance, in addition to these General Contract Terms and Conditions.

The insurance company has the right to send all insurance-related information, such as decisions, messages, notifications, responses, changes and notices of termination only electronically to OP's on-line 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, in the case of insurance of the person, also the calculation bases required by the Insurance Companies Act.



## Additional information

### How to make a claim?

Loss reports should be filed as soon as loss or damage occurs and they must be filed within one year of the date when you became aware of the validity of the insurance, the occurrence of loss or damage and the consequences. You can claim compensation at the same time as submitting the loss report of declare the costs later on. In any case, you must report loss or damage within 10 years of the incident or, if the insurance was taken out to cover bodily injury or liability for damages, of the consequences of the incident.

### Can the insurance company terminate an insurance policy?

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

We can terminate an agreement if the policyholder or the insured person

- willfully or fraudulently gives incorrect or incomplete information
- fails to observe the safety regulations
- causes loss or damage willfully or through gross negligence
- increases the risk of loss or damage, for example by allowing a third party to use property.

### Advice concerning compensation and insurance policies

For advice on insurance policies and claims, call our service number: +358 10 253 1333.

If you are not satisfied with the way we or an agent representing us has acted when selling insurance or in other insurance matters, call the number above. For independent advice, contact Finnish Financial Ombudsman Bureau (FINE): +358 9 685 0120, [fine.fi/en](http://fine.fi/en).

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

- OP's customer ombudsman, [asiakasiamies@op.fi](mailto:asiakasiamies@op.fi), [op.fi/asiakasiamies](http://op.fi/asiakasiamies)
- FINE, tel. +358 9 685 0120, [fine.fi/en](http://fine.fi/en)
- the Consumer Disputes Board, tel. +358 10 366 5200, [www.kuluttajariita.fi/en](http://www.kuluttajariita.fi/en).  
Please contact the Consumer Advisory Services first: [www.kkv.fi/en/consumer-advice](http://www.kkv.fi/en/consumer-advice).
- You may also bring the case to court within three years of our decision.

### Your information is confidential

We will handle your personal data according to the law, Privacy Statement and Privacy Notice and also make use of automatic decision-making in insurance and claim settlement decisions. When you buy and insurance policy, any automatic decision to grant the policy will be based on the information you have submitted, our customer data file and the credit register, in accordance with our customer selection guidelines.

Should a loss occur, any automatic decision by us will be based on the loss details you have provided, on the insurance terms and conditions and our customer data file, as well as information in the joint claims register kept by insurance companies. The insurance policy is also terminated automatically in the event of the non-payment of premiums. Read more about privacy protection at [op.fi/dataprotection](http://op.fi/dataprotection).

### Insurance sales commissions

Insurance company pays a commission that is either a percentage of the insurance premiums or a fixed fee based on the number of policies sold. The commission depends on the insurance product and sales channel. The commission is paid to the agent or insurance company employee.

OP Insurance Ltd

**OP Insurance Ltd will be called Pohjola Insurance Ltd as of 1 June 2019.**

Business ID: 1458359-3, Helsinki, Gebhardinaukio 1, 00013 OP, Finland

Domicile: Helsinki, main line of business: non-life insurance companies  
Regulatory authority: Financial Supervisory Authority, finanssivalvonta.fi/en

