

# Boat insurance

Product guide

Insurance terms and conditions



## Boat insurance

This product guide and insurance terms and conditions are valid as of 1 April 2019.

### Our insurance services are always with you

#### OP Claim Help

OP Claim Help will instruct you on what to do in a case of loss. You can find the contact information of the nearest OP partner on our website at [claimhelp.op.fi](http://claimhelp.op.fi) or OP-mobile.

#### OP-mobile

As an OP cooperative bank customer, you can view your insurance policy and any loss or injury on OP-mobile. Report a loss and file claims on OP-mobile. To file a report, you need the login identifiers and key code for OP eServices.

### eInsurance Services

Login to OP eServices at [op.fi](http://op.fi) or using your own online bank identifiers. You can

- Buy insurance
- Report a loss and file claims
- Make changes to your insurance
- View your insurance documents.

### Call us

Banking services 010 253 1333 (in English),  
0100 0500 (in Finnish)

Insurance services 010 253 1333 (in English),  
0303 0303 (in Finnish)

#### Call rates

OP telephone service at 0100 0500:

- mobile charge based on your telephone service provider's service price list or
- The same as for normal local calls.

Insurance services number 010 253 1333 (in English) or  
0303 0303 (in Finnish)

- From mobile phones and landline networks in Finland, EUR 0.0835 per call plus EUR 0.167 per minute.

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).

### Centralise and realise the benefits.

By concentrating your banking and insurance services with OP Financial Group

- You only need one user ID and password to use banking and insurance services at [op.fi](http://op.fi) or on OP-mobile.
- As a customer-owner you accumulate OP bonuses not only from your banking transactions but also from Vehicle Cover and Extrasure insurance premiums.
- You can use the bonuses to pay for home, family and motor vehicle insurance premiums.
- You can earn considerable banking and insurance discounts.

Read more at [op.fi/benefits](http://op.fi/benefits).

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Extrasure is an insurance contract where the Boat insurance is issued by OP Insurance Ltd.

This product guide describes the main content of the insurance and the key exclusions. For more details, please refer to the insurance terms and conditions.

Regulatory authority: Financial Supervisory Authority, [www.fiva.fi](http://www.fiva.fi)

# Boat insurance – Product guide

Boating is a demanding hobby which requires skill and carefulness. You can avoid many risks by anticipating them, but despite all precautions, accidents do happen both onboard and ashore. Fortunately, you can insure your boat against a number of eventualities.



The boat is damaged or broken due to grounding, collision or storm.



The boat catches fire or is stolen.



The boat is damaged during transport or winter storage.



Your journey is interrupted, causing travel or accommodation costs.



You are liable to pay compensation to a third party or involved in a dispute with a third party regarding your boating.

## What does boat insurance cover?

Boat insurance can be used to insure a sailing boat or motor boat for pleasure boating, used primarily in Finland. If a boat must be registered, it must be registered in Finland.

The following may be insured of a sailing or motor boat:

- boat hull
- rigging and sails
- engines and running equipment
- essential machines, equipment and software related to boat use
- floatation suits and rainwear
- a dinghy that is at most 3.5 meters long
- the boat's laying-up blocks and covers
- boat launching and unlaunching equipment and unregistered storage trailers up to a total of EUR 2,000.

Self-made boats, vessels which have previously been in professional use, wooden boats that are over 25 years old and certain other boats can be insured on the basis of a pre-inspection.

Note! Rowing boats and outboard motors of a maximum of 5 hp are covered by home contents insurance. For boats with an outboard motor of a maximum of 20 hp, the most reasonable alternative is the Extrasure small boat insurance. Please do not hesitate to contact us for more information.

## Electronic equipment aboard

Electronic equipment intended for use exclusively on the boat is covered by the insurance. If the piece of equipment is somewhere else than in this boat at the time of loss, it must be demonstrated that it was taken off the boat for temporary storage.

## Inform us of new equipment

Remember to inform us about any new equipment, so that your property is insured for its proper value.

## Inspection discount and mode of payment discount

We offer a 20% discount on comprehensive motor vehicle insurance if your boat is inspected annually as instructed by the Finnish Sailing and Boating Federation in category 1, 2 or 3, or by an inspector authorised by Finnish Marine Industries Federation Finnboat.

If you pay in one instalment, you will receive a 2.5% discount.

## Free assistance for distress situations with the Trossi service

Did you know that saving a boat that is out of order is usually subject to a fee in the event that lives are not in danger?

If you subscribe to the Trossi service of the Finnish Lifeboat Institution, your boat will be saved free of charge. This will also support voluntary rescue services at sea and on lakes.

If you take out Boat Insurance from us, you get a discount on Trossi member services. Just go to the Finnish Lifeboat Institution's website [www.meripelastus.fi/trossi](http://www.meripelastus.fi/trossi).

Tip: The normal territorial scope of boat insurance can be extended to cover the rest of Europe and the whole world. See page 6.

## Boat insurance

Comprehensive motor vehicle insurance	Medium Motor Insurance
<ul style="list-style-type: none"> <li>• boat damage</li> <li>• loss or damage caused by theft or vandalism</li> <li>• fire loss</li> <li>• laying-up and transport damage</li> <li>• general liability insurance for a boat</li> <li>• legal expenses insurance for a boat</li> </ul>	<ul style="list-style-type: none"> <li>• loss or damage caused by theft or vandalism</li> <li>• fire loss</li> <li>• laying-up and transport damage</li> <li>• general liability insurance for a boat</li> <li>• legal expenses insurance for a boat</li> </ul>

The insurance indemnifies for any direct material damage caused by sudden and unforeseeable insurance events specified below. The cover that indemnifies the damage must be valid at the time of the damage.

### Boat/yacht damage

The insurance indemnifies for boat loss to the object of insurance directly caused by:

- grounding or ground touching
- collision of a boat with an immobile or floating object
- storm wind, whirlwind or downdraft in a cumulonimbus cloud
- a sudden external cause of damage while the boat is being kept ashore.

### Loss or damage caused by theft or vandalism

The insurance covers theft, unauthorised use and an attempt thereof of your boat or its accessories while locked or kept in a locked space. We will also compensate loss or damage caused to your boat or its accessories by a wilful act of damage.

### Fire damage

The insurance covers fire loss or damage caused by an outbreak of fire, explosion or lightning.

### Laying-up and transport damage

When you store or transport your boat on dry land, the insurance covers laying-up and transport damage to the boat arising from

- storm wind, whirlwind or downdraft in a cumulonimbus cloud
- a collision or capsizing of the boat in connection with lifting or launching
- a collision or capsizing of the boat or the boat transport vehicle during transport.

Such damage is indemnified if you are not entitled to compensation from the party that performed the lifting or launching or from the transport company.

### General liability insurance for a boat

The insurance pays, on your behalf, compensation that you are legally bound to pay. Those insured include the owner and keeper of the boat and any person driving the boat with their permission, each in this capacity. The maximum compensation under general liability insurance for one personal injury or property damage is EUR 1,000,000.

The general liability insurance for a boat covers any bodily injury or material damage caused to a third party.

General liability insurance will not compensate loss or damage to your property or the property of the boat's owner, keeper or driver or to a water skier towed with your boat. Neither does the insurance cover loss or damage caused in gainful employment. The exclusions are defined in detail in the insurance terms and conditions.

We will determine your liability on your behalf and negotiate with the claimant. If necessary, we will handle any legal proceedings. This requires that you hand over the handling of the matter to us immediately and make no agreement concerning the matter on your own.

### Legal expenses insurance for a boat

Legal expenses insurance covers reasonable legal expenses and expenses associated with the presentation of evidence, where the insured person is

- the defendant in a case concerning the endangerment of traffic safety, negligent causing of a bodily injury or involuntary manslaughter. In the case of a gross endangerment of traffic safety, compensation is only paid if the charge is dismissed
- the complainant or the claimant in a criminal case
- the plaintiff or defendant in a civil case concerning the ownership, repair, maintenance or insurance compensation of the insured boat.

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

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

The maximum amount of compensation is EUR 10,000 per loss event. If the counterparty is sentenced to paying the insured person's legal expenses, these must be transferred to OP Insurance. Legal expenses insurance does not cover any legal expenses incurred by the opposing party which the insured party has been ordered to pay.

## Deductible

The basic deductible for boat losses is EUR 150, but if you choose a higher deductible, the annual premium will be lower. The deductible is EUR 150 in the General liability insurance for a boat, in theft, vandalism and fire losses, and laying-up and transport damage. Your deductible for Legal expenses insurance for a boat is 15% of the expenses but no less than EUR 200 per loss event.

### Loss or damage during a sailing competition

In case of sail or rigging damage occurring during a sailing competition organised by the Finnish Sailing and Boating Federation, other organised competition or its official practice, an additional 25% deductible will be charged from the amount of loss to which the basic deductible has been applied.

### Have you forgotten to have your boat inspected?

If your insurance has been granted an inspection discount, and it is discovered once a loss has occurred that the boat has not been inspected during the year in question, or that a condition survey, approved by the Finnish Marine Industries Federation Finnboat, has not been performed, we will charge an additional 15% deductible from the amount of loss to which the basic deductible has been applied. See Inspection discount on p. 3.

## Insurance pricing

Each type of insurance is priced to correspond to the risks as closely as possible. The total price depends on the details of the object of insurance and the insurance coverage choices.

Things that affect the price when you buy the insurance and while it is valid include

- fair value of boat and its equipment
- type of boat
- number and power of motors
- extent and deductible of insurance cover, and any no-claims bonus
- geographical scope of validity
- rental or charter use
- inspection or condition survey
- with seasonal rated comprehensive motor vehicle insurance, the season during which the insurance is valid.

Deductible	Discount
EUR 150	–
EUR 250	7%
EUR 335	17%
EUR 420	52%
EUR 840	62%
EUR 1,680	72%
EUR 3,360	75%
EUR 5,040	78%

The information concerning the insurance must be correct. If it turns out later that the information you have given, for example the motor power, is incorrect or incomplete, the indemnity may be reduced or denied altogether, or your insurance contract may even be cancelled.

## Change in premium

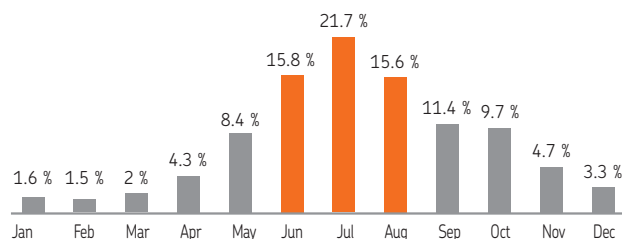
We weigh the policy's existing pricing factors' effect on the premium price on the basis of claims paid out, and review the price to ensure that it corresponds to the potential risk involved. We will also review the premium annually if necessary on the basis of claims expenditure and for reasons explained in the general contract terms and conditions.

In addition to the above, the insurance company has the right to make price changes owing to bonus, customer loyalty and owner-customer matters or other similar reasons. The premium amount is affected, at the time the policy is taken out and during its validity by any customer benefits and discounts, the amounts of which and the grounds for granting them, and duration and validity periods may change, for example, when a fixed-period discount or campaign discount comes to an end.

## Seasonal rating of comprehensive motor vehicle insurance

You can use your boat throughout the year, weather conditions permitting. Boat damage cover under comprehensive motor vehicle insurance is valid all the year round, but we have set insurance premiums in view of the risk of loss/damage varying according to seasons.

Boat damage cover premiums are divided on the basis of monthly percentages. The premiums are higher during the months when the risk of loss or damage is highest. Please note that the premiums of other covers are charged evenly throughout the year.



## No-claims bonus

If your comprehensive motor vehicle insurance has bonus entitlement (with your deductible being 150, 250 or 335 euros), you can have a bonus of up to 60%. A bonus is a 10 percentage point discount on the premium for a no-claims insurance period.

How bonuses accumulate	Comprehensive motor vehicle insurance
After the 1st year	10%
After the 2nd year	20%
After the 3rd year	30%
After the 4th year	40%
After the 5th year	50%
After the 6th year	60%

Any accumulated bonus percentage is reduced following any coverable boat loss in the following insurance period in such a manner that you will move two rows upward in the above table. However, compensation paid on the basis of, for example, theft, fire or vandalism will not affect your bonus.

## Boat insurance cover cannot be used to cover everything

The insurance does not cover the following items related to the boat:

- transport equipment
- special paintwork and markings
- buoy equipment
- fuels and lubricants
- clothing other than floatation suits or rainwear
- fishing and diving equipment
- voice and image recordings
- mobile and smartphones with accessories
- IT equipment data files
- equipment that does not conform with safety and official regulations
- items belonging to home contents.

## Where is the boat insurance valid?

Boat insurance policies are valid in the inland waterways and territorial waters of Finland, Sweden and Denmark, in the inland waterways and territorial waters of continental Norway's coastal areas, and in the Baltic Sea and its bays. The insurance policies are also valid on the Saimaa and Kiel canals, Kattegat and Skagerrak, and when storing and transporting the boat in the above countries.

The territorial scope of boat insurance and the related general liability insurance can be extended by separate agreement and for an additional premium to include either Europe or Europe and certain other parts of the world.

The extension for Europe includes not only the areas in the basic coverage of Europe but also Madeira and the Canary Islands and all of Mediterranean and the Black Sea. The extension of Europe and certain other parts of the world covers the Atlantic Ocean, limited in the north to Iceland and the eastern tip of the Labrador Peninsula and in the south to inside the area formed by Recife and the Canary Islands, including the Gulf of Mexico and the Caribbean Sea.

The extensions do not cover round-the-world sailing, Greenland, Svalbard, North-Africa's Atlantic coast, Suez and Panama canals, Russian and Baltic rivers, or during road transports in Russia, Estonia, Latvia, Lithuania, Belarus or Poland.

The territorial scope of legal expenses insurance for a boat cannot be extended.

Please contact us well before your journey to ascertain the validity and scope of your insurance.

## When is the boat insurance not valid?

Boat insurance is not valid when the boat is being rented or used for gainful purposes, unless separately agreed. Neither is the insurance valid in rafting or in motor boat racing.

## Take care of your boat, equipment and yourself

Safety regulations are overall guidelines aimed at increasing everyone's safety and preventing accidents. If you failed to follow them and this contributed to the loss or damage, the indemnity may be reduced or not be paid at all.

- Remove any water from the boat on a regular basis.
- Make sure the boat is properly moored.
- Observe the boat manufacturer's recommendations regarding the motor power.
- Navigate your boat as prescribed by law and do not disturb others navigating in the same waters. The driver of a registered motor boat must be at least 15 years old and have the ability and skills to navigate a boat. Verify the driver's identity and that he/she meets the above requirements.
- If the boat is less than five meters long, lock it to the pier or to other fixture, unless the boat is in a fenced-in boating club area.
- Lock the boat to the trailer and also lock the trailer if you do not keep it in a fenced-in and locked area.
- If you move the boat's equipment or accessories to temporary storage outside the boat, make sure that the storage is closed and locked to prevent theft and burglary. The closing must be effected in such a way that the storage space cannot be entered without damaging the structures or locks of the storage space.
- Make sure that the fire extinguishing equipment is inspected and complies with legal requirements. Keep any reserve fuel in containers specifically intended for fuel and approved by relevant authorities.
- Install any fuel- or liquid gas-operated and other devices according to regulations and the instructions of the authorities.
- Supervise any removable heating devices when in use.
- Pay particular attention to hot work.
- In a boat under construction, keep at least two 2-kg B2 class extinguishers at hand. Do not use a heater or catalytic heater operating with an open flame or exposed resistance wires.
- Lay up or support the boat so that waves, frost, movements of ice or a rise of one metre in the water level cannot damage it.
- Use equipment approved by the authorities to lift a boat for laying up or to launch or transfer the boat. Observe the regulations and orders of the authorities in force during land transport of the boat. Immediately notify the driver of any transport or storage damage or, if the damage cannot be externally seen, as soon as possible after noticing it.
- Make sure that the boat has been placed on boat storage stands or cradles in the correct position to prevent it from moving, falling over or being otherwise damaged. The boat storage stands or cradles must be appropriate for the purpose, sufficiently sturdy considering the size and weight of the boat, and in the appropriate condition.
- The boat shelter and tarpaulins must bear the strain caused by weather. Monitor the condition of the boat shelter and tarpaulins and remove any snow and ice accumulating on them.

## Indemnity for loss and damage

If, despite observing the safety regulations, you suffer loss or damage, we will help you.

Boat insurance indemnity can be paid in different ways.

- We can pay the repair costs or a lump-sum cash indemnity. The maximum amount of indemnity is determined on the basis of the amount that we would have paid the seller for the item or the repairer for the costs of repair. When assessing the amount of indemnity, we take into account all discounts to which we as the insurance company would have been entitled if we had acquired a similar item or had it repaired.
- We can redeem the object of insurance at replacement value or the fair value.
- We can replace the boat with an equivalent boat or one of the same value or part thereof.

## Loss or damage not covered by boat insurance

Boat insurance does not cover loss or damage caused

- by faulty structure, manufacturing, installation or material of the boat, its equipment or accessories
- by technical faults of the motor or equipment
- to the motor or fuel system by a wrong type of fuel
- by foreign objects and material entering the water jet propulsion system, such as rocks or dirt
- by faults in the cooling or lubrication system
- by wear and tear, chafing, scratching, corrosion or rotting
- solely by a short circuit in electrical appliances or the motor
- by explosion in the motor, exhaust pipes or other appliance, which only damages the motor or appliance itself
- by intentional act or neglect
- by nuclear accident.

Compensation is not paid for depreciation, alteration or improvement work carried out in connection with repairs, or repairs or transport performed at raised prices.

If the loss or damage was caused through gross negligence or if the use of alcohol or other intoxicant has contributed to the loss or damage, the compensation may be reduced or disallowed. See the exclusions in full in the terms and conditions from p. 8 onwards

## Fair value

The maximum liability for compensation is the fair value of the boat, accessory or part thereof, but no more than the sum insured of the object of insurance.

The fair value is considered to be the cash price which is obtainable for the boat on the market at the time of the loss. If the amount of loss is assessed at over two thirds of the fair value of the boat or its accessory, we will redeem the object at its fair value.

A severely damaged boat can also be redeemed at replacement value. A prerequisite for this is that the boat was new and unused when bought, that a maximum of two years have passed since the

day of purchase and that the boat has been insured by us for that same period by one and the same policyholder. The amount of loss must be over two-thirds of the cash price of a new identical object of insurance. The redemption price is the cash sales price of a new identical object of insurance at the time of the loss or when the boat was last for sale.

## Age reductions

With respect to coverable property listed below, the following annual reductions are made from the purchase price of a new equivalent object as of the year following the year of manufacture. With respect to standing and running rigging, furling systems and winches, the age reduction is calculated from the fourth year following the year of manufacture.

Property	Age reduction, %
standing rigging, running rigging, furling systems and winches	5
upholstery fabrics, carpets and mattresses	5
outboard motor, other motors, entire sterndrives and lower gear units	5
boat covers, life rafts, main sails, genoa and fore sails made of dacron fabric	10
heating and air conditioning equipment	10
electronic and optical equipment and instruments, radio, TV, video and DVD devices	10
IT equipment and peripherals	10
batteries and sails other than those mentioned above	20

The reduction is computed by multiplying the percentage figure by the number of full calendar years following the year of manufacture. With respect to standing and running rigging, furling systems and winches, the age reduction is computed by multiplying the percentage figure by the number of full calendar years following the year of manufacture and the following three calendar years. The age reduction is, however, no more than 80%. In addition to the age reductions, the deductible specified in the insurance policy will also be subtracted.

The age reduction is not applied to the costs stated in the repair bill for the property. The indemnity for repair costs must not, however, exceed the value of the property as specified in this section.

In summer 2018, you ran your boat aground and its outboard motor manufactured in 2013 was damaged beyond repair. The price of a new equivalent motor was EUR 8,000 at the time of loss. The age reduction is EUR 1,600 (4 years x 5%) and the deductible you have chosen is EUR 420. We will compensate a total of EUR 5,980 from your boat insurance (EUR 8,000 – EUR 1,600 – EUR 420).

# Insurance terms and conditions

The insurance cover selected for each type of property and the types of liability and legal expenses insurance are indicated in the insurance policy.

## Common provisions

### Boat insurance

Extrasure boat insurance policies comprise

- Property insurance
  - Super Motor Insurance
  - Comprehensive motor vehicle insurance
  - Medium Motor Insurance
- General liability insurance for a boat
- Legal expenses insurance for a boat.

### Super Motor Insurance covers

- boat damage
- loss or damage caused by theft or vandalism
- fire loss
- laying-up and transport damage
- consequential loss.

The sales of Super Motor Insurance was discontinued on 1 January 2017, which means that its terms and conditions are only applied to Super Motor Insurance policies taken out before this date.

### Comprehensive motor vehicle insurance covers

- boat damage
- loss or damage caused by theft or vandalism
- fire loss
- laying-up and transport damage.

### Medium Motor Insurance covers

- loss or damage caused by theft or vandalism
- fire loss
- laying-up and transport damage.

General liability insurance for a boat and legal expenses insurance for a boat are linked with Super Motor Insurance, comprehensive motor vehicle insurance and Medium Motor Insurance.

### Premium reduction (bonus)

If the insurance has no-claims bonuses, you receive a discount of 10% on the premium for no-claim insurance periods up to 60% in comprehensive motor vehicle insurance and up to 70% in Super Motor Insurance.

You will be entitled to a bonus if, during an insurance period of at least 180 days that includes boat damage cover, no claims have been made that affect the bonus.

The insurance can, however, transfer to a higher bonus class no more than once within a period of one year.

The bonus class will go down by two classes per coverable loss, except in the 10% class by just one.

The bonus class is not reduced by claims made on the basis of theft, vandalism, fire, laying-up, transport or business interruption losses or claims made under general liability or legal expenses insurance.

### Nuclear accident and war

Cover is not provided under boat insurance for any loss or damage caused

- 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
- if the insured person's property has been requisitioned by the authorities.

## Property insurance

### 1 Purpose and object of insurance

#### 1.1 Purpose of insurance

The insurance covers direct, sudden and unforeseeable property damage caused by insurance events specified in these insurance terms and conditions during the insurance's validity, and any other costs specified in the terms and conditions.

#### 1.2 Object of insurance

The object of insurance is the boat specified in the policy. The object of insurance consists of the boat's hull, rigging, motors and navigation equipment, and machines, equipment and software that are essential for using the boat, a dinghy of up to 3.5 m in length, and boat trestles and tarpaulins. The object of insurance also includes equipment used for launching, unlaunching, transport and storage of the insured boat, as well as unregistered storage trailers, up to a total of EUR 2,000. The object of insurance may also be a boat that is still under construction.

##### 1.2.1 Electronic equipment

Electronic equipment is covered by the insurance only if it is designed to be used specifically in the boat referred to in the insurance policy.

If the equipment is somewhere else than in this boat at the time of loss, the claimant must be able to demonstrate that it was taken off the boat for temporary storage.

##### 1.2.2 Non-insurable objects

The following objects are not covered by the insurance:

- boat transport equipment
- special paintwork and markings
- buoy equipment
- fuels and lubricants
- clothing other than flotation suits and rainwear
- fishing and diving equipment
- voice and image recordings
- mobile and smartphones with accessories
- ICT equipment data files
- equipment that does not conform with safety and official regulations
- items belonging to home contents.

### 2 Validity of insurance

#### 2.1 Territorial limits

Boat insurance is valid without a separate agreement

- in the inland waterways and territorial waters of Finland, Sweden and Denmark
- in the inland waterways and territorial waters of continental Norway's coastal areas
- in the Baltic Sea and its bays, on Saimaa and Kiel Canals and Kattegat and Skagerrak
- when storing and transporting the boat in the above countries.

The territorial limits of Super Motor Insurance, Comprehensive Motor Vehicle Insurance, Medium Motor Insurance and boat liability insurance can be extended by special agreement and additional premium.

#### 2.2 Exclusions

Boat insurance is not valid when

- the boat is shooting the rapids or taking part in motor boat speed competition
- the boat is rented or used for making a profit.

By separate agreement and for a higher premium, boat insurance can be extended to also include boat rental and use for profit. General liability insurance for a boat cannot be extended if the boat is used for making a profit.

### 3 Sum insured

The object of insurance must be insured for its fair value. The sum insured recorded in the policy is not a certificate of the object's fair value.

The sum insured of a boat under construction must correspond to the fair value of the state of completion plus the value of construction material already acquired.

### 4 Boat/yacht damage

#### 4.1 Coverable losses

The insurance covers sudden and unforeseeable damage to the object of insurance arising from

- running aground or touching ground, or a collision with a solid or floating object
- a sudden external cause of damage while the object of insurance is being kept ashore
- storm wind, whirlwind or downdraft in a cumulonimbus cloud.

#### 4.2 Exclusions

The insurance does not cover loss or damage

- to the boat caused by unseaworthiness related to its structure, fittings or crew
- arising from an outboard motor or any fittings belonging to the boat falling from the boat or detaching from their fastenings, or fittings being lost due to the boat capsizing, unless the loss or damage was due to a cause specified in Clause 4.1
- arising from water, snow, ice, freezing, mould or water plants
- arising from the boat sinking or capsizing, unless the loss or damage was due to a cause specified in Clause 4.1
- caused by foreign objects and material, such as rocks and dirt, entering the water jet propulsion system
- caused by animals.

Neither does the insurance cover any loss or damage listed in clause 10.3.

### 5 Loss or damage caused by theft or vandalism

#### 5.1 Coverable losses

The insurance covers as theft or vandalism losses any sudden and unforeseeable damage to the object of insurance arising from

- theft of object of insurance
- unauthorised use or attempt thereof as specified in the Criminal Code or vandalism.



## 5.2 Exclusions

The insurance does not indemnify losses caused by theft of motor, equipment, jetski or sailboard, or unauthorised use or attempt thereof specified in the Criminal Code, unless the object of insurance has been locked or kept in a locked space.

Neither does the insurance cover any loss or damage listed in clause 10.3.

## 6 Fire damage

### 6.1 Coverable losses

As fire damage we will indemnify sudden and unforeseeable damage caused to the object of insurance as a result of outbreak of fire, explosion or lightning.

### 6.2 Exclusions

The insurance does not indemnify losses caused to electrical equipment or motor solely as a result of a short circuit.

Nor does the insurance cover damage to a motor or piece of equipment caused by an explosion in the motor, exhaust pipe or in the piece of equipment.

Neither does the insurance cover any loss or damage listed in clause 10.3.

## 7 Laying-up and transport damage

When the object of insurance is being stored or transported ashore, we indemnify as laying-up and transport damage any sudden and unforeseeable losses caused to it by

- storm wind, whirlwind or downdraft in a cumulonimbus cloud
- a collision or falling over of the boat when hauling it out of the water or relaunching it, when the person in charge of either is not responsible for the accident
- a collision or falling over of the boat during transportation, when the transport company is not responsible for the accident.

## 8 Consequential loss under Super Motor Insurance

### 8.1 Sum insured

The per diem indemnity has been entered in the insurance policy.

### 8.2 Coverable losses

We indemnify as business interruption losses for days when the boat cannot be used because of

- boat loss (clause 4.1)
- theft or vandalism losses (clause 5.1)
- fire damage (clause 6.1) or
- insurance events specified in clause 7 concerning laying-up and transport damage.

### 8.3 Indemnification regulations for consequential loss

#### 8.3.1 General information

Indemnity is paid under consequential loss insurance only if

- the boat has suffered damage covered by the property insurance, with the amount exceeding the deductible on the policy document, or
- the boat has been stolen.

A further requirement is that

- the insurance event occurred and the repairs were performed between 1 April and 31 October
- the boat is beyond repair or stolen or
- the boat's hull, motor or rigging has suffered damage that compromises seaworthiness, and this has been ascertained through loss inspection.

#### 8.3.2 Non-use days

As non-use days, we calculate full days from the day the boat was taken for repairs to the day when the object is ready at the repair shop to be picked up.

#### 8.3.3 Non-use days owing to theft

As non-use days owing to theft, we calculate full days from the day the offence was reported to the police until the insured person receives a similar boat or the stolen boat is found.

#### 8.3.4 Exclusions

However, we do not consider as non-use days any increase of days resulting from action by the insured persons or persons identifiable with them, not any added time caused by having to wait for spare parts or repair material, action taken by repair shop, or a nationwide strike.

Neither does the insurance cover any loss or damage listed in clause 10.3.

#### 8.3.5 Maximum compensation

##### 8.3.5.1 Number of coverable days

If a boat has been stolen and either subsequently found but needing repairs or never found, compensation is paid for a maximum of 30 days. However, if the boat is redeemed, compensation is paid for a maximum of 14 days.

##### 8.3.5.2 Maximum amount of compensation

The maximum amount of compensation is the redemption value of the object of insurance.

#### 8.3.6 Transfer of claim to the insurance company

The insured person's right to compensation from a party which is held liable transfers to the insurance company up to the amount of compensation paid by the insurance company.

## 8.3.7 Coordination of indemnities

The per diem indemnity paid for the same period by the party liable for compensation for the loss will be subtracted from the compensation paid under business interruption insurance.

## 9 Safety regulations

### 9.1 Significance of safety regulations

The insured must comply with the safety regulations given in the insurance policy, insurance terms and conditions or other instructions in writing. If the insured fails to comply with the safety regulations, any compensation payable to him/her may be reduced or disallowed under clause 6 of the General Terms of Contract.

### 9.2 Safety on waters

The boat's driver must exercise proper care prescribed for waterborne transport and to act in a way that will not impede or disturb others.

Under water transport regulations, a motor boat that must be registered cannot be driven by a person under 15 years of age, nor by anyone without the necessary ability or skills.

A boat may not be given for anyone else to drive without checking their identity and ensuring that they fulfil the above requirements.

Any excess water must be pumped out of the boat.

The boat manufacturer's engine power recommendation must be followed.

### 9.3 Measures to prevent theft and vandalism

A boat that is less than five metres long must be locked onto a fixed object when it is in the water or ashore unless it is within a fenced and locked area of a boating club or in a winter storage facility for boats.

The motor must be fixed in position or locked in a way that it cannot be removed without tools. Any equipment belonging to the boat must also be fixed in position in similar fashion. Installations using hand-tightened screws or nuts are insufficient.

If a boat is left without supervision, it must be kept locked and any portable equipment must be placed in a locked space inside the boat. No portable equipment may be left in a space that is merely covered with a tarpaulin. If the boat's machines and equipment have been moved to temporary storage outside the insured boat, such storages must be closed and locked to prevent theft and burglary. The closing must be effected in such a way that the storage space cannot be entered without damaging the structures or locks of the storage space.

Keys to the boat or boat shelter may not be hidden on the boat or in the vicinity of the storage place.

When storing a boat on a trailer, the boat must be locked onto the trailer, and the trailer must also be locked, unless it is stored within a fenced and locked area.

### 9.4 Fire safety

Official fire safety rules and regulations must be followed.

The boat must have fire prevention equipment that conforms with the law and inspection regulations.

Any reserve fuel in containers specifically intended for fuel and approved by relevant authorities must be kept on the boat.

Any fuel- or liquid gas-operated and other devices must be installed according to regulations and official instructions.

No portable heating devices may be used on the boat without continuous supervision.

Boats under construction must have at least two 2-kg B2-class extinguishers. The boat or the work area may not be heated with a device using an open flame or open resistance wires, or with a catalytic heater.

Smoking and the making of an open fire is forbidden in the boat shelter or inside the boat where inflammable fluids and materials are present.

Persons engaged in work involving risk of fire must take special care and observe the following instructions where applicable:

- Before hot work involving risk of fire is started, clean and protect the work site and surrounding area. Remove any inflammable material. Protect any nearby flammable structures.
- Make sure that a welding blanket, sufficient initial extinguishing equipment and a pressure hose are at hand. If a pressure hose is not available, 50 litres of water must be kept available in buckets or equivalent.
- Water down the surrounding area if necessary.
- Make sure that a sufficient fire watch is kept while the work is under way and for a minimum of two hours after the work has been completed.

Work involving risk of fire refers to work which produces sparks or where a gas flame, other naked flame or a hot-air blower is used. Such work includes welding, flame and disk cutting, metal grinding and soldering.

### 9.5 Boat storage and transport

When the boat is not in use, it must be securely fastened and anchored. Furthermore, the boat must be kept empty of water.

The boat must be stored ashore in such a manner that it cannot be damaged by waves, frost, movements of ice or a rise of one metre in the water level.

Only equipment approved by the authorities may be used for launching, retrieving and transporting the boat.

When a boat is stored ashore, it must be placed on boat storage stands or cradles in the correct position to prevent it from moving, falling over or being otherwise damaged. The boat storage stands or cradles must be appropriate for the purpose, sufficiently sturdy considering the size and weight of the boat, and in the appropriate condition.

The boat shelter and tarpaulins must bear the strain caused by weather. The condition of the boat, boat shelter and tarpaulins must be checked often enough, removing any snow and ice off them.

When using transport equipment to transport the boat, the insured must observe all valid regulations and orders issued by the authorities.

## 9.6 Other instructions

The instructions for use issued by the boat manufacturer, seller or importer must be observed.

If the boat has been damaged in transit or during storage, this must be duly reported to and a claim filed with a representative of the party in charge of storage.

# 10 Indemnification regulations

## 10.1 How to make a claim

### 10.1.1 Notification of an 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.

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 that confirm the occurrence of loss, the extent of the loss, and the recipient of compensation. Examples of such documents are a police investigation report or notice of a crime. All crimes must be reported to the local police without delay.

### 10.1.2 Documents and the cost of obtaining them

The police investigation report must be supplied to the insurance company upon request. The company indemnifies for the fees arising from the police investigation reports and other official documents which are required for handling the claim and which the company has requested.

When you make a claim for a loss due to theft or vandalism, you must include the police official's copy of the crime report filed.

The insurance company will indemnify for the costs arising from any repair cost estimate it may require.

### 10.1.3 Examination of loss or damage and safekeeping of the damaged object

The insurance company has the right to choose the repair shop. The insurance company must be given the opportunity to assess the loss or damage. Any assessment of loss or damage by the insurance company does not imply that the insurance will indemnify for the loss or damage.

A damaged object must not be disposed of without special reason.

## 10.2 Compensation payment, grounds and amount

### 10.2.1 Upper limits of indemnity

The fair value of the boat, its equipment or part thereof, but the value of property subject to age reduction is determined on the basis of the table under clause 10.10.

The insurance company's maximum indemnification liability is the sum insured of the object of insurance.

### 10.2.2 Scope of indemnity

The insurance company is liable to compensate an amount that is required to restore the boat's seaworthiness, class and type.

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

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

### 10.2.3 Payment of indemnity

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

- paying the repair costs as set out in receipts or by paying a certain sum of money for them agreed in advance
- paying in cash the difference between the current value of the insured object before the loss and its value unrepaired
- redeeming the object of insurance for its replacement value in cases referred to in section 10.6 and otherwise for its fair value before the loss, or
- purchasing in replacement an equivalent object of insurance or its part or one of the same value.

If compensation is made in cash, the maximum amount of indemnity is determined on the basis of the amount which the company would have paid the seller for the object or the repairer for the repair costs. When assessing the amount of indemnity, all cash, wholesale, special and other discounts to which the company would have been entitled if it had acquired similar property or had the property repaired are taken into account.

### 10.2.4 Other coverable expenses

In addition to the repair costs, we compensate

- transport costs to the repair shop approved by the insurance company
- laying-up costs during the repairs
- rigging costs
- boat storage stand transportation costs
- cost of return transportation.

### 10.2.5 Fair value

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

In determining the fair value of the object of insurance, the insurance company takes account of the object's condition, its accessories, the year when first used, the year of manufacture, the manner of use, number of hours used and other factors affecting the sales price. The fair value of objects subject to age reduction is, however, determined on the basis of the age of the items as indicated in section 10.10.

The deductible and any compensation reduction are subtracted from the compensation.

### 10.2.6 Other coverable expenses

We also compensate the following, even if it means exceeding the redemption value:

- reasonable costs caused by prevention or limitation of an indemnifiable loss or damage which has occurred or was imminent
- if the loss is coverable, the expenses approved by the insurance company for recovering a wreck, provided the insured person has the legal right to recover it
- travel and accommodation costs for up to EUR 1,000 incurred to the people on the boat provided the accident took place more than 25 nautical miles from home port and the boat's coverable repair costs are higher than the deductible.

### 10.2.7 Temporary repair

Costs for temporary repairs to a boat are covered if this has restricted or prevented losses covered under boat insurance.

### 10.2.8 Insurance company's indemnification liability in theft losses

The insurance company is liable to pay compensation for stolen property unless the insured person or police has been informed of it being found within 30 days of the insurance company having received a copy issued by the police of a report of a crime.

Any navigational equipment required by inspection regulations and the law are compensated without a 30-day waiting period.

### 10.2.9 Obligations of the insured in a theft loss

The insured is obliged to accept the stolen object of insurance repaired if it is found within 30 days of the date when the insurance company received a copy issued by the police of a report of a crime. The insured is obliged to notify the insurance company immediately if the perpetrator of the act has been established or if stolen property has been recovered.

## 10.3 General exclusions

Boat insurance does not cover loss or damage caused by

- 1) faulty structure, manufacturing, installation or material of the boat, its equipment or accessories
- 2) technical faults of the engine or equipment, inappropriate fuel used in the engine or equipment, or faults in the cooling or lubrication system
- 3) wear and tear, chafing, scratching, corrosion or rotting of the object of insurance
- 4) depreciation of the value of the object of insurance
- 5) alteration or improvement work carried out in connection with repairs
- 6) fixing the difference in the tone of the old and new coat of paint
- 7) difficulties in obtaining spare parts, equipment or materials, or the fact that they are no longer made
- 8) the repair or transport of the object of insurance at a higher price
- 9) expenses incurred because the object of insurance has not been to be used owing to the loss
- 10) the travel, accommodation or other similar costs of persons in the boat (see clause 10.2.6) or those of a representative unless such expenses are directly linked to the object of insurance is being transported to the repair shop or to the transportation of spare parts or equipment.

## 10.4 Total loss

By total loss we mean losing the object of insurance in full, without any information received of it within 30 days or alternatively no repair being worth it when comparing the repair costs and residual value to the replacement value or its fair value before the loss.

If total loss occurs, the insurance company redeems the object of insurance either on the basis of its fair value or replacement value.

## 10.5 Redemption at fair value

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

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

The insurance company has the right to redeem the object of insurance for its fair value if the loss is estimated to exceed two-thirds of the fair value.

## 10.6 Redemption at replacement value

The amount of loss or damage is the cash sales price of a new equivalent object at the time of the loss or when it was last for sale

- if an object of insurance that was bought new and unused has been covered by boat insurance by the company that granted this insurance from the day of its purchase and owned or possessed by the same insured person
- if a maximum of two years has elapsed from the purchase and
- if the amount of loss is estimated to exceed the cash sales price of a new similar object of insurance by half (1/2) with Super Motor Insurance, and by two-thirds (2/3) with comprehensive motor vehicle insurance and Medium Motor Insurance.

The policyholder is obliged on the basis of a deed of sale or other document to provide documentation on the object's purchase date.

## 10.7 Total loss of boat under construction

If a boat under construction suffers a total loss, compensation is based on receipts for material costs and an estimate on work expenses using a work log.

## 10.8 Deductibles

### 10.8.1 Deductible

In all insurance events, the insured is responsible for a certain amount of the loss, i.e. the deductible, which is specified in the insurance policy.

### 10.8.2 Additional deductibles

In case of sail or rigging damage occurring during a sailing competition or its official practice registered by the Finnish Sailing and Boating Federation or during other organised competition or official training, an additional 25% deductible will be charged from the amount of loss to which the basic deductible to sail and rigging losses has been applied.

The policyholder is subject to an additional 15% deductible from the amount of loss to which the basic deductible has been applied provided an inspection discount has been given but it is discovered after the loss has occurred that the boat has not been inspected according to the regulations during that year.

### 10.8.3 Loss occurring in boating club premises

The deductible is not charged if a theft or vandalism loss occurred in a fenced area of a boating club with the guard present at the time of loss.

### 10.8.4 Effect of burglar alarms and labelling system on loss

No deductible will be charged if a burglar alarm has functioned appropriately in a theft loss or if the boat has been equipped with an electronic anti-theft device or the outboard motor with a nut lock.

Likewise, no deductible will be charged in theft losses if the item has been found or recovered thanks to being appropriately labelled or equipped with a locator system.

### 10.8.5 Concurrent home or motor vehicle insurance loss

If compensation is made for property damage in a single insurance event on the basis of boat insurance and OP's home and/or motor vehicle insurance, only one deductible, the largest one, will be charged.

## 10.9 Maximum indemnity for theft and vandalism during laying-up

The compensation for theft and vandalism losses concerning the following objects of insurance is only made up to the sum indicated

- motor, rigging and sail spare parts, total of EUR 2,000
- tools, EUR 500
- portable electronic or optical equipment used for navigation, total of EUR 2,500
- any other portable equipment left in the boat during winter layup, EUR 1,000
- tools kept inside a locked space of a boat that is under construction, EUR 3,500.

## 10.10 Age reductions

With respect to coverable property listed below, the following annual reductions are made from the purchase price of a new equivalent object as of the year following the year of manufacture. However, for a standing or running rigging, furling systems and winches, annual reductions are made as of the fourth year following the year of manufacture.

Assets	Age reduction %
standing rigging, running rigging, furling systems and winches	5
upholstery fabrics, carpets and mattresses	5
outboard motor, other motors, entire sterndrives and lower gear units	5
boat covers, life rafts, main sails, genoa and fore sails made of dacron fabric	10
heating and air conditioning equipment	10
electronic and optical equipment and instruments, radio, TV, video and DVD devices	10
IT equipment and peripherals	10
batteries and sails other than those mentioned above	20

The reduction is computed by multiplying the percentage figure by the number of full calendar years following the year of manufacture. With respect to standing and running rigging, furling systems and winches, the age reduction is computed by multiplying the percentage figure by the number of full calendar years following the year of manufacture and the following three calendar years. The age reduction is, however, no more than 80%. In addition to the age reductions, the deductible specified in the insurance policy will also be subtracted.

The age reduction is not applied to the costs stated in the repair bill for the property. The indemnity for repair costs must not, however, exceed the value of the property as specified in this section.

## 10.11 Value added tax

If the recipient of the indemnity is or has been entitled under the Value Added Tax Act, in his/her own value added taxation, to deduct the VAT included in purchase invoices for goods and 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 boat or the relevant part of it, the value added tax corresponding to the amount of loss is deducted from the indemnity if the boat is redeemed.

## 10.12 Under-insurance

The property is under-insured if the sum insured is considerably lower than the real value of the property.

In the case of an insurance event concerning the under-insured property, the insurance company only indemnifies for that part of the loss amount, reduced by the deductible, which corresponds to the ratio of the sum insured to the value of the property.

If, however, the sum insured is essentially based on an estimate given by the insurance company or its representative, the amount of the indemnity is the same as the amount of loss, reduced by the deductible, but not, however, exceeding the sum insured.

# General liability insurance for a boat

## 1 Those insured

Those insured are not only the boat's owner and keeper but also the person who is in charge of driving the boat or plays a key role in its safe navigation.

## 2 Validity of insurance

The insurance's territorial scope has been specified under clause 2 of Property Insurance.

## 3 Coverable insurance events

### 3.1 Personal injury or property damage caused to a third party

The liability insurance compensates for personal injury and property damage to another party provided the insured person (stated in the insurance policy) as the user of the boat is liable for damages and this liability is related to an action or neglect taking place during the insurance period when the boat was in water, in dock or being transported.

### 3.2 Loss or damage caused by a child

Personal injury or property damage caused by a child to a third party 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 an insured 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.

## 4 Exclusions

The insurance does not cover

- 1) loss or damage caused
  - to the insured
  - to the insured person's employee or equivalent, insofar as the person concerned is entitled to indemnity under statutory workers' compensation insurance or motor liability insurance
- 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) loss or damage for which the insured is liable only by virtue of an agreement, engagement, promise or guarantee
- 4) a traffic accident as defined in the Finnish Motor Liability Insurance Act, irrespective of where the accident occurred
- 5) loss or damage caused by the insured in the course of professional, business or wage-earning activity
- 6) loss or damage caused to a waterskier pulled behind the insured boat
- 7) loss or damage caused in connection with an assault, affray or other criminal action,
- 8) fine or similar consequence
- 9) loss or damage caused by a strike or other similar cause.

## 5 Measures to be taken on the occurrence of an insurance event

### 5.1 Investigation of loss by insurance company

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

## 5.2 Insured person's obligation to notify about trial

If damages coverable under liability 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.

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

## 5.3 Effect of settlement measures by insurance company

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

## 5.4 Other duties of the insured

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

## 5.5 Sailing competitions

If the loss occurred during a sailing competition, the documents related to the protest made must be submitted to the insurance company.

# 6 Indemnification regulations

## 6.1 Sum insured

The maximum compensation payable in any one insurance event is the sum insured specified in the insurance policy.

## 6.2 Multiple loss or damage

Multiple loss or damage caused by the one and same event or circumstance is considered a single loss event.

## 6.3 Deductible

In all insurance events, the insured is responsible for a certain amount of the loss, i.e. the deductible, which is specified in the insurance policy.

## 6.4 Value added tax

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 or has been entitled under the Value Added Tax Act, in his/her own value added taxation, to deduct the VAT 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.

# 7 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.

# Legal expenses insurance for a boat

## 1 Those insured

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

## 2 Territorial limits, courts of law and boards

The insured person may use the policy for matters that are processed in Finnish district courts of equivalent foreign courts in countries listed under 2.1 of Property Insurance, and their appellate levels. The policy may only be applied to the appellate levels of such courts of law if permission for pursuing the case further has been granted.

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

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

## 3 Coverable insurance events

The insurance compensates expenses detailed below when

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

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

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

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

Exclusions:

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

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

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

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

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

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

## 4 Measures to be taken on the occurrence of an insurance event

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

The insured person must be represented by a solicitor, public legal aid counsel or other such lawyer who has the right to act as a representative or legal aid counsel in Finland or country referred to in section 2.1 of the Property Insurance. No expenses of any other legal aid counsel will be compensated.

## 5 Indemnification regulations

### 5.1 Deductible and maximum indemnity

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

The maximum indemnity per each insurance event is the sum insured entered in the policy.

### 5.2 Coverable expenses

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

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

Exclusions:

The insurance does not cover

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

### 5.3 Claiming legal expenses

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

### 5.4 Prohibition of admission of legal expenses

The insured party has no right to approve, in a manner that would be binding on the company, the amount of expenses incurred due to handling the case.

### 5.5 Common interest

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

### 5.6 Indemnity amount

The expenses indemnified under the insurance are determined in accordance with the relevant provisions of the Procedural Code and the Act on Criminal Proceedings, taking into account the expenses ordered to be paid and actually paid for similar cases. However, the coverable expenses come to a maximum

of the amount which the court orders the insured person's adverse party to pay, unless the court has specifically concluded, on the basis of the grounds appearing from its decision, that the insured must personally bear his/her expenses, in part or in full, to his detriment.

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

## 5.7 Payment of indemnity

OP Insurance will indemnify for the insured person's expenses after a legal ruling has been issued or a settlement has been reached. Final compensation

is paid after the insured person has, in response to OP Insurance's demand, proved that he/she has paid the deductible on the costs into the same bank account of the legal counsel into which any indemnity from the insurance is to be paid.

## 5.8 VAT deduction

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

## 5.9 Refund of legal expenses and transfer of claim

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

# General terms of contract

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 clauses 4.2 and 14.

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

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

## 4 Insurance premium

### 4.1 Premium payment (§38)

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

The premiums of the individual insurance policies included in the same insurance contract are combined into a single premium to be invoiced in one or several instalments as agreed. If a premium arising from a change in the insurance contract is not combined with the earlier agreed instalments, this premium will be invoiced separately. The insurance premium paid for the insurance contract is divided amongst all cover types included in the contract in proportion to the relationship between the payment and the invoice, so that all continuous insurance types are valid until the same date.

If a payment by the policyholder is not sufficient to cover all the insurance company's insurance premium receivables, the policyholder has the right to decide which of the outstanding premiums the money is to be used for. However, the policyholder's payment will primarily apply to the insurance contract in accordance with the reference data based on the paid bill unless the policyholder has specifically ordered otherwise in writing in connection with the payment.

### 4.2 Delayed premium (§39)

If the policyholder has neglected to pay the premium in part or in full by the due date as referred to under clause 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 clause 4.1 above, penalty interest must be paid for the period of delay in accordance with the Interest Act.

The insurance company is entitled to compensation for costs incurred due to collection of insurance premiums under the Act on the Collection of Debts. If the insurance company has to collect an unpaid insurance premium through legal action, it is also entitled to being recompensed for the statutory fees and charges incurred due to legal proceedings.

The insurance company may transfer outstanding amounts for collection by a third party.

### 4.3 Minimum insurance premium

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

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

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

If the insurance terminates before the date agreed, the insurance company is entitled only to the premium for the period during which it was liable. The rest of the premium paid is returned to the policyholder.

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

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

However, the premium is not returnable in cases stated below in this clause or if the policyholder or the insured person has acted fraudulently in the circumstances referred to in clauses 2.2 or 2.3 above. The premium is not

returned separately if the returnable sum is smaller than the sum in euros specified in the Insurance Contracts Act.

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

## 4.5 Setoff against premiums to be refunded

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

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

### 5.1 Increase in risk under non-life insurance

The policyholder must notify the insurance company of any essential change, during the insurance period, in the circumstances stated at the time of concluding the contract or in the state of affairs recorded in the policy, which has increased the risk of loss or damage, and which the insurer cannot be deemed to have taken into account when concluding the contract. The policyholder must notify the insurance company of any such changes no later than one month of receipt of the annual bulletin following such a change. The insurance company will remind the policyholder of this obligation in the annual bulletin.

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

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

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

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

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

If the holder of a non-life insurance policy has wilfully or through negligence which cannot be deemed minor failed to notify the insurance company of the increased risk, any compensation may be reduced or disallowed. The effect of the changed, risk-increasing circumstance on the occurrence of the loss or damage is taken into account when considering whether to reduce or disallow the compensation. The policyholder's intent or the type of negligence and any other circumstances will also be taken into account.

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

### 5.2 Increase in risk under insurance of the person

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

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

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

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

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

The insured person must observe the safety regulations recorded in the insurance policy, the insurance terms and conditions or otherwise provided in writing. If the insured has wilfully or through negligence which cannot be deemed minor failed to observe the safety regulations, the insurance company may reduce or disallow any compensation payable to them. The effect of the failure to observe the safety regulations on the occurrence of the loss or

damage is taken into account when considering whether to reduce or disallow compensation. The insured's intent or the type of negligence and any other circumstances will also be taken into account.

## 6.2 Obligation to prevent and limit loss or damage (salvage obligation) (§§32, 34 and 61)

In the case of an insurance event or the immediate threat of one, the insured person must, in accordance with his/her abilities, take the necessary action to prevent or limit the loss or damage. If the loss or damage is caused by a third party, the insured must take the necessary action to uphold the insurance company's right vis-à-vis the liable party. The insured person must, for instance, attempt to establish the identity of the tort-feasor. If the loss or damage resulted from a punishable act, the insured person must, without delay, report it to the police and sue the offenders if the insurance company's interest so requires. The insured person must, in other respects, too, observe all instructions given by the insurance company aimed at preventing and mitigating loss or damage.

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

Should the keys to the vehicle or any similar device needed for starting the vehicle, such as key cards, be lost, the immobiliser must immediately be coded so that the lost keys cannot be used for starting the vehicle. Before coding, the vehicle must have been locked with a mechanical locking device which cannot be opened with the lost key.

The insurance company will indemnify for reasonable expenses incurred due to fulfilling the above duty of salvage even if the sum insured would thus be exceeded.

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

## 6.3 Failure to observe the safety regulations and the duty of salvage under liability insurance (§§31 and 32)

Under liability insurance, negligence on the part of the insured person will not lead to compensation being reduced or disallowed.

However, if the insured person has wilfully or through gross negligence failed to observe the safety regulations or the duty of salvage, or if the insured person's use of alcohol or other intoxicant has contributed to the negligence, compensation may be reduced or disallowed.

If the insured has through gross negligence failed to observe the safety regulations or the duty of salvage or if the insured person's use of alcohol or other intoxicant has contributed to the negligence, the insurance company will nevertheless pay from the liability insurance that part of the compensation which the natural person who has suffered the loss or damage has been unable to collect because of the insured person's state of insolvency as authenticated by distraint or bankruptcy.

## 7 Causing an insurance event

### 7.1 Non-life insurance (§§30 and 34)

The insurance company is released from liability to the insured if the insured person has wilfully caused the insurance event.

If the insured has caused an insurance event through gross negligence or if the insured person's use of alcohol or some other intoxicant has contributed to the insurance event, the compensation payable to them may be reduced or disallowed.

The effect of the insured's action on the occurrence of the loss or damage is also taken into account in considering whether the compensation is to be reduced or disallowed in the above-mentioned cases. The insured person's intent or the type of negligence and other circumstances will also be taken into account.

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

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

As regards liability insurance, if the insured person has caused an insurance event through gross negligence or if his/her use of alcohol or other intoxicant has contributed to the insurance event, the insurance company will nevertheless pay that part of the compensation which the natural person who has suffered the loss or damage has been unable to collect because of the insured person's state of insolvency as authenticated by distraint or bankruptcy.

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

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

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

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

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

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

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

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

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

## 9 Beneficiary clause under insurance of the person

### 9.1 Beneficiary

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

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

### 9.2 Form of the beneficiary clause

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

### 9.3 Form of the beneficiary clause under group insurance

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

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

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

## 10 Claims settlement procedure

### 10.1 Duties of claimant (§§69 and 72)

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

The claimant must provide the insurance company with documents and information necessary for the assessment of the insurance company's liability. These include documents and information which confirm whether an insurance event occurred, the extent of the loss or damage and who is to be indemnified, who was driving the motor vehicle and whether alcohol or other intoxicants contributed to the occurrence of the insurance event.

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

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

Before any repairs, the insurance company must be given the opportunity to inspect the damaged property in order to establish the cause of damage and whether the damage is coverable under the insurance. If repairs have been initiated without giving the insurance company the opportunity to inspect the

damage, the repair work must be documented by, for example, taking photos and keeping any damaged parts. A damaged object must not be disposed of without special reason.

The insurance company is not required to pay compensation before it has received the above documentation.

If the claimant has, after the insurance event, fraudulently provided the insurance company with incorrect or insufficient information relevant to the assessment of the insurance company's liability, their compensation may be reduced or disallowed, depending on what is reasonable in the circumstances.

Insurance companies share a non-life insurance information system which can be used in processing claims to check claims submitted to different companies. After a loss or damage, the insurance company also has the right to investigate the fault and driving style data recorded in the vehicle data system insofar as this is necessary for the assessment of the insurance company's liability.

## 10.2 Limitation on right to obtain compensation (§73)

A claim for compensation must be presented to the insurance company within 12 months of the date when the claimant became aware of the insurance and was informed of the insurance event and the damaging consequences of that event. A claim for compensation must in any case be presented within 10 years of the date when the insurance event occurred or, in the case of insurance taken out against bodily injury or liability for damages, the damaging consequences were caused. Reporting an insurance event is comparable to presenting a claim. If the claim is not presented within the said period, the claimant loses his/her right to obtain compensation.

## 10.3 Setoff against compensation

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

## 10.4 Persons covered by property insurance (§62)

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

## 10.5 Effect of sanctions on compensation

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

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

### 11.1 Right to correct

If a policyholder or claimant suspects that the insurance company has made a mistake in its claim settlement decision, he/she has the right to obtain more information about matters which have led to the decision. The insurance company will revise the decision if the new investigations give cause to do so.

### 11.2 FINE and the Consumer Disputes Board

The Finnish Financial Ombudsman Bureau ([www.fine.fi](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, properties, place of insurance, claims history or claims development of the object of insurance or part thereof.

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



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

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

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

The insurance company also has the right to make minor changes to the insurance terms and conditions and other terms of contract provided that the changes do not affect the primary content of the insurance contract.

If the insurance company alters the insurance contract as outlined above, it will, when sending an insurance bill, notify the policyholder of the changes in the insurance premium and other terms of contract. The notification shall state that the policyholder has the right to cancel the insurance.

The change will take effect from the beginning of the next insurance period following one month from the date the notification was sent.

The insurance contract may also change in accordance with clause 13.4 below concerning index regulations.

In addition to the above, the insurance company has the right to make changes owing to bonus, customer loyalty and owner-customer matters or other similar reasons. The amount of the insurance premium is also affected by any customer bonuses or discounts, the amounts of which, the grounds of and durations and periods of validity may vary.

### Changes requiring termination of insurance

If the insurance company alters the insurance terms and conditions, premiums or other terms of contract in cases other than those listed above or discontinues an actively marketed benefit, the insurance company must give written notice of termination of the insurance as of the end of the insurance period. The notice will be sent one month before the end of the insurance period at the latest. However, changes to the terms and conditions are not possible in the case of life insurance.

## 13.4 Effect of the index

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

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

The sums insured recorded in the policies for luggage, small boat, liability and legal expenses insurance are linked to the consumer price index. The deductible specified in the insurance policy is also linked to the consumer price index.

In the case of forest insurance and forest fire insurance, the premium is linked to the forest insurance premium index and the deductible to the consumer price index.

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

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

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

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

#### 13.4.1 Index clause for the sum insured

The adjustment index used is the calendar month index four months before the first day of the insurance period. The sum insured recorded in the insurance policy is adjusted at the beginning of every insurance period by the same percentage as the adjustment index deviates from the adjustment index most recently used.

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

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

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

#### 13.4.2 Index clause for the premium

The adjustment index used is the index for September of the calendar year preceding the first day of the insurance period. However, as regards first 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 online and mobile services. The policyholder has the right to receive the aforementioned information by post within reasonable time from the day on which the policyholder informed the insurance company that he/she wishes to receive the information by post. The policyholder and OP will agree separately whether the bill will be sent on paper by post, or electronically. This also applies to notifications related to compensation.

### 16 Statutory right to perform profiling

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

### 17 Applicable law and calculation bases

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

# Good to know

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## General cover restrictions and exclusions

We do not cover any loss or damage caused wilfully or through gross negligence. Moreover, the insurance policies do not cover nuclear accidents or loss or damage indemnified under a specific guarantee, law or other agreement.

## Inception and termination of policies

Your policy will come into force as soon as we have received your insurance application. If you wish, you may choose a later date of commencement. If the policy cannot be granted, we are not responsible for any damage. The insurance will remain effective for an agreed fixed period or until further notice but you may give notice of termination of the insurance at any time.

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

The insurance can also be terminated if the policyholder or the insured has

- provided incorrect information
- failed to observe the safety regulations
- caused loss or damage wilfully or through gross negligence
- increased the risk of loss or damage, for example by giving property to the use of a third party.

## The policy may be changed annually

We have the right to alter the insurance terms and conditions, and premiums and other terms of contract at the end of your insurance period on the basis of

- new or amended legislation or a regulation issued by the authorities
- unforeseen change in circumstances, such as an international crisis
- change in the claims expenditure for the insurance, change in index or cost levels or change in the ratio between indemnities and insurance premiums
- change in a factor or circumstance which, in the view of the insurance company, has an effect on the amount of premium and the risk of loss or damage. Such may include the age or domicile of the policyholder, the insured person or the owner or keeper of the object of insurance; the age, location, properties, place of insurance, claims history or claims development of the object of insurance or part thereof.
- a change in interest rates concerning life insurance.

Please note that various price factors affect the insurance premium at the moment of purchase and that, on that basis, the payment may also change while the insurance is valid. The price factors affecting the insurance are available in conjunction with the product description.

We may also 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.

The insurance company has the right to make price changes as a result of bonus and customer loyalty and other similar reasons. The premium amount is affected, at the time the policy is taken out and also later during its validity by any customer benefits and discounts, the amounts of which and the grounds for granting them, and duration and validity periods may change, for example, when a fixed-period discount or campaign discount comes to an end.

## Insurance sales commissions

The insurance company will pay a commission that is either a percentage of the insurance premiums or a fixed fee based on the number of policies sold. The commission and its amount is affected by the insurance product and sales channel. The commission is paid to the agent or insurance company employee.

## How to make a claim

A claim for compensation must be made within 12 months from the date when you became aware of the insurance and received information about the loss or damage and its consequences and, at the latest, within 10 years of the occurrence of the loss or damage or, in the case of insurance taken out against bodily injury or liability for damages, the damaging consequences were caused.

## Advice concerning compensation and insurance policies

We advise you on insurance policies and claims at 010 253 1333 (in English), 0303 0303 (in Finnish).

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.

### External advice

- The Finnish Financial Ombudsman Bureau (FINE), tel. 09 685 0120, [www.fine.fi](http://www.fine.fi)

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

- Customer Ombudsman, [asiakasiamies@op.fi](mailto:asiakasiamies@op.fi)
- The Finnish Financial Ombudsman Bureau and Insurance Complaints Board (FINE), tel. 09 685 0120, [www.fine.fi/en](http://www.fine.fi/en)
- Consumer Disputes Board, tel. 010 366 5200, [www.kuluttajariita.fi/en](http://www.kuluttajariita.fi/en)  
First visit: [www.kuluttajaneuvonta.fi](http://www.kuluttajaneuvonta.fi).
- Traffic Accident Board, tel. 010 286 8200, [www.liikennevahinkolautakunta.fi](http://www.liikennevahinkolautakunta.fi)

You may also submit the case to court within three years of our decision.

## Confidentiality

We will handle your personal data according to the law, Privacy Statement and Privacy Policy and also make use of automatic decision-making in insurance and claim settlement decisions.

When you buy an 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 information 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 [www.op.fi/dataprotection](http://www.op.fi/dataprotection).



OP Insurance Ltd, Business ID 1458359-3, Helsinki  
**OP Insurance Ltd will be called Pohjola Insurance Ltd as of 1 June 2019.**  
Gebhardinaukio 1, 00013 OP  
Domicile: Helsinki, main line of business: insurance operations

Pooling our resources.

