



# Patient insurance

General insurance terms and conditions, valid as of 1 January 2021

## 1 Scope of application and contents of the insurance

These insurance terms and conditions are applied to patient insurance granted by Pohjola Insurance Ltd.

Patient insurance covers personal injuries arising in Finland or abroad in connection with health care and medical treatment carried on by the policyholder, or a party on behalf of whom the policyholder has taken out insurance, as prescribed in the Patient Insurance Act (948/2019).

## 2 Insurer

The patient insurance insurer is Pohjola Insurance Ltd.

## 3 Definitions

**Group insurance** refers to insurance under which the insured are, or may be, members of a group as defined in the insurance contract.

**Group benefit insurance** refers to insurance offered for a group, where the insured must pay the insurance premium in part or in full.

## 4 Policyholder's obligation to provide information

### 4.1 The policyholder obligation to provide information prior to concluding insurance contract

Before the insurance is granted, the policyholder and the insured shall provide correct and complete answers to all questions presented by Pohjola Insurance, which may have an effect on the evaluation of Pohjola Insurance's liability. During the insurance period, the policyholder and the insured person must also correct, without undue delay, any information they have provided to Pohjola Insurance that they have found to be incorrect or insufficient.

If the policyholder has wilfully or through gross negligence neglected their duty under this clause to disclose information and Pohjola Insurance, provided that it had received the correct information, would have charged a higher insurance premium, Pohjola Insurance shall have the right to retroactively charge a higher insurance premium. At the maximum, the higher insurance premium can be retroactively charged for the current year and the last five

calendar years. Had Pohjola Insurance granted the policy for a lower rate than had been agreed, the extra premiums that were charged do not have to be returned.

### 4.2 Policyholder's obligation to provide information regarding changes occurring during the insurance period

The policyholder must notify Pohjola Insurance of any material change occurring during the insurance period in the circumstances stated at the time of concluding the insurance contract or in the state of affairs specified in the policy document, which has increased the risk of loss or damage and which Pohjola Insurance cannot be deemed to have taken into account when concluding the contract.

Pohjola Insurance will remind the policyholder of their obligation to provide information in an annual bulletin. The policyholder must notify Pohjola Insurance of the aforementioned changes no later than one month of the receipt of the annual bulletin following such a change.

If the policyholder has, wilfully or through negligence that cannot be considered minor, neglected their duty under this clause to report a higher risk of loss, and Pohjola Insurance, provided that it had received the correct information, would have charged a higher premium, Pohjola Insurance shall have the right to retroactively charge a higher premium. At the maximum, the higher insurance premium can be retroactively charged for the current year and the last five calendar years.

## 5 Start of Pohjola Insurance's liability

If no other date has been individually agreed with the policyholder, Pohjola Insurance's liability will start when the policyholder or Pohjola Insurance has submitted or sent an affirmative reply to the offer of the other contracting party. The start date of Pohjola Insurance's liability cannot be moved to an earlier date than this under any contract.

If the policyholder has submitted or sent a written insurance application to the insurance company and if it is apparent that the insurance company would have approved the application, the insurance company will also assume liability for an insurance event occurring after the application was submitted or sent.

An insurance application or an affirmative reply, which the policyholder has submitted or sent to Pohjola Insurance's representative is considered to have been submitted or sent to Pohjola Insurance.

If there is no clarification of the time of day when the reply or application was submitted or sent, it shall be considered to have taken place at 12.00 midnight.

## 6 Insurance period and validity of insurance contract

Pohjola Insurance's liability shall continue for one insurance period at a time, unless the policyholder terminates the contract under clause 9.1. The insurance contract may also be terminated without notice on grounds specified under clauses 9.2–9.4.

The first insurance period will expire at the end of the calendar year. The following insurance periods will each last a calendar year. The continuation of liability may be agreed on a different basis in the case of a legal person who, as the insurance company's contracting party, is otherwise not comparable to a consumer taking into account the quality and scope of their business or other operations and the circumstances.

## 7 Insurance premium

The insurance premium is calculated in accordance with the premium basis applied by Pohjola Insurance.

Insurance premiums are calculated in accordance with clause 14 of the Patient Insurance Act, with a view to safeguarding the interests of the insured and injured parties, however, provided that the insurance premiums are in reasonable proportion to the expenses arising from the insurance policies. The size of an insurance premium may vary in accordance with the differences in the risks to which the different policyholder categories are exposed.

An insurance policy shall always be subject to at least an annual minimum payment determined by the premium bases, taking into account the various risks of loss or damage.

If, due to the nature of the policyholder's business, the insurance premium can only be estimated in advance, the final premium will be determined after the expiry of the insurance period. The difference between the final premium and the advance premium must be paid immediately by or to the policyholder.

The policyholder is liable to provide Pohjola Insurance with the information required for the calculation of the final premium within one month of the expiry of the insurance or insurance period.

### 7.1 Payment of insurance premium

Premiums must be paid by the due date indicated on the bill sent by Pohjola Insurance. However, the initial premium need not be paid before the start of Pohjola Insurance's liability.

If payment made by the policyholder is insufficient to cover all of Pohjola Insurance's insurance premium receivables, the policyholder shall have the right to decide for which of the outstanding premiums the payments are used.

The payment is, however, primarily used for the insurance to which the bill refers, unless the policyholder has specified otherwise in writing.

### 7.2 Delayed insurance premium payment

Overdue insurance premiums shall carry an annual penalty interest pursuant to the Interest Act. The insurance premium including penalty interest is collected through distraint without a court ruling or decision, subject to the legal provisions concerning the execution of taxes and charges.

Under the Debt Collection Act, the insurance company is entitled to compensation for expenses arising from the collection of insurance premiums. The insurance company may transfer outstanding amounts for collection by a third party.

### 7.3 Premium refunds

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 will be returned to the policyholder. The insurance premium to be refunded is calculated as 1/360 of the insurance premium for the insurance period. However, the insurance is always subject to an annual minimum premium.

Nevertheless, no refund will be made if the sum to be returned is less than the sum in euros referred to in the Insurance Contracts Act.

Neither will the premium be returned if the policyholder has fraudulently neglected his/her obligation to provide information as specified in clause 4.

The insurance company must pay an annual penalty interest under the Interest Act on any overdue insurance premium refund. The penalty interest will be paid from when a month has elapsed since the company has received the documentation entitling to the refund.

### 7.4 Setoff against premiums to be returned

Pohjola Insurance may deduct any outstanding overdue premiums and other outstanding amounts from the premium to be returned.

### 7.5 Expiry of insurance premium receivable

Insurance premium receivables expire permanently five years after the end of the calendar year when issued or invoiced. If an invoice has not been sent, the insurance premium receivable will expire five years after the end of each insurance period.

## 8 Amendment of the terms and conditions of the Agreement

### 8.1 Amending the terms of contract during the insurance period

Pohjola Insurance shall have the right to amend the insurance premiums or other terms of contract during the insurance period to correspond with changed circumstances, if

- the policyholder or the insured person has neglected the obligation to disclose information as referred to under clause 4.1; or

- during the insurance period, a change as referred to under clause 4.2 has occurred in the circumstances recorded in the insurance policy or reported by the policyholder or the insured to Pohjola Insurance at the time the contract was concluded.

After being informed of said change, Pohjola Insurance 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.

## 8.2 Altering the terms of contract at the end of the insurance period

### 8.2.1 Corporate and institutional insurance

Pohjola Insurance shall have the right to alter the insurance terms and conditions and premiums and other terms of contract at the end of the insurance period.

These alterations will apply as of the beginning of the following insurance period. Pohjola Insurance must inform policyholders of any changes no later than one month before the beginning of the new insurance period. The insurance continues in its new form unless the policyholder terminates it in writing before the beginning of the new insurance period.

### 8.2.2 Insurance policies of consumers and policyholders comparable to consumers

Pohjola Insurance shall have the right to amend the insurance terms and conditions and premiums as well as other terms of contract at the end of the insurance period, on the basis of

- new or amended legislation or orders of the authorities
- an unforeseen change in circumstances (e.g. an international crisis, exceptional natural event, catastrophe)
- change in claims expenditure or cost levels.

Pohjola Insurance shall also have the right to make minor changes to the insurance terms and conditions provided that the changes do not affect the essential content of the insurance contract.

If Pohjola Insurance amends the insurance contract as outlined above, it will, when sending the bill for the premium, notify the policyholder of how and as of when the premium and other terms of contract will be amended. 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.

## 9 Termination of insurance contract

### 9.1 Policyholder's right of termination

A policyholder whose obligation to insure has not ended shall only have the right to terminate a patient insurance policy, provided that the policyholder has taken out insurance with another insurance company. Insurance policies must be terminated in writing.

If the policyholder is engaged in operations subject to a licence pursuant to section 4 of the Private Health Care Act (152/1990), the policyholder must include a certificate

of a new insurance policy in the termination notification pertaining to the insurance policy.

### 9.2 Termination of the obligation to insure

The insurance shall terminate when the policyholder's obligation to insure pursuant to the Patient Insurance Act ceases. The policyholder must notify Pohjola Insurance of this in writing before the end of the insurance period. Otherwise, the costs accrued for Pohjola Insurance can be collected from the policyholder; however, always at least the minimum premium under clause 7.

### 9.3 Termination of group benefit insurance

A group benefit insurance policy shall be terminated if the policyholder leaves or is dismissed from the group. Pohjola Insurance shall notify the policyholder in writing of the reason and date of the termination of the policy. At the earliest, the insurance policy may be terminated one month from sending the notification.

Nonetheless, if Pohjola Insurance has received a premium payment from a policyholder, their insurance policy shall be deemed to remain in force until the end of the insurance period.

### 9.4 Neglecting an insurance premium in a group insurance

A group insurance will terminate without separate notice at the end of the insurance period for which the premium has not been fully paid by that time.

### 9.5 Insurer's right of termination regarding group and group benefit insurance policies

Pohjola Insurance may terminate a group or group benefit insurance policy to end at the end of the insurance period. Pohjola Insurance shall send a termination notification to the policyholder at least one (1) month prior to the end of the insurance period.

## 10 Measures to be taken in a claim situation

The processing of patient injury claims is handled by the Finnish Patient Insurance Centre. The injured party must submit a loss report to the Finnish Patient Insurance Centre within the timeframe specified in the Patient Injury Act. If any compensation is claimed from the policyholder or other party involved in the injury, the claim must be forwarded to the Finnish Patient Insurance Centre.

## 11 Digital services

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

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

## 12 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 and the United Kingdom or their competent authorities or governing bodies.

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