

Cargo-handling insurance

AKN 05



Product guide
Valid as of 1 April 2020

Cargo handling insurance for companies engaged in cargo handling.

This product guide explains the main points of cargo-handling insurance. Detailed information about the contents of the insurance can be found in the terms and conditions of cargo-handling insurance (AKN 05), general contract terms and conditions, and the insurance policy. You should familiarise yourself with these terms and conditions carefully.

Purpose of cargo-handling insurance

Cargo-handling insurance is intended for companies practicing cargo handling. The company may practice cargo handling by means of a truck crane or mobile crane, for example. The insurance may also be issued for trucks equipped with a loading crane. Cargo-handling insurance covers losses to cargo, for which responsibility has been taken.

The insurance premium and maximum amount of compensation are determined by the maximum value of cargo lifted per time. The company's net sales may also affect the amount of insurance premium.

Valid in Finland

Unless otherwise agreed, the insurance is valid in Finland.

What is covered by cargo-handling insurance?

Direct material damage

The insurance covers damage to cargo occurring when lifting it, provided the policyholder is liable for the damage by law.

The insurance covers direct material damage to cargo, as determined by its fair value. If the damaged

property can be repaired, the insurance covers the repair costs.

Example

A lifting services provider was lifting building materials on a roof by means of a truck crane. The driver had failed to properly secure the load, causing the lifted building materials to fall to the ground and become damaged beyond repair. The building materials were covered under cargo-handling insurance in accordance with their current value. A deductible was subtracted from the compensation.

Loss prevention costs

The insurance also covers costs arising from the prevention of loss. These include reasonable costs incurred by the policyholder in taking action to limit or prevent occurred or imminent losses covered by this insurance.

Legal expenses

In addition, the insurance covers legal expenses if a claim for damages concerning a loss that is coverable under the insurance is submitted to the court. In this case, the Insurance Company will handle the policyholder's defence at the legal proceedings and pay the legal expenses.

Maximum amount of compensation

The deductible entered in the insurance policy will be subtracted from the indemnity. The sum insured specified in the insurance policy is the upper limit of the insurance company's liability per each insurance event.

What is not covered by cargo-handling insurance?

The insurance does not cover all loss or damage but includes restrictions. The most important restrictions are explained below.

Indirect damage

In addition to direct material damage, the loss may also result in indirect damage, such as when the broken cargo cannot be used for its intended purpose before repairs. Cargo-handling insurance does not cover indirect expenses resulting from damage

Example

A crane services provider was lifting a used piece of electrical equipment owned by the construction company to the uppermost scaffold of a building under construction. During the lift, the equipment collided with a beam and was damaged beyond repair. The replacement value of a comparable piece of equipment was 8,000 euros. The equipment's current value was 4,000 euros.

In addition to direct material damage, the party suffering loss incurred 700 euros in indirect damage as the result of having to lease out a comparable device for one week in order to avoid financial loss due to a delay in construction work.

The insurance compensated direct material damage, the equipment's current value of 4,000 euros, minus the deductible, to the party suffering loss. The costs of leasing the replacement equipment, 700 euros, were not compensated as the insurance does not cover indirect expenses resulting from a loss.

The policyholder paid the construction company the amount of deductible subtracted from the compensation, as well as the equipment lease costs of 700 euros.

Transporting and moving cargo

The insurance does not cover loss or damage caused when operating or otherwise moving a vehicle during the lifting of cargo.

Properties or structure of the cargo

The insurance does not cover loss or damage caused to property by the fact that the cargo was lifted from the wrong point or against the lifting marks.

Exceeding lifting capacity

The insurance does not cover loss or damage caused by the fact that the weight of the cargo exceeded the classified lifting capacity of the vehicle-mounted crane.

Handling by two or several vehicles

The insurance does not cover cargo handling performed by two or several vehicles together.

Observe safety regulations

A safety regulation obliges the policyholder or the insured party to follow instructions specified in the insurance contract, insurance policy or insurance terms and conditions, or otherwise written down, aimed at preventing or limiting the occurrence of loss or damage. If the policyholder has wilfully or through negligence failed to observe the safety regulations, and the negligence has exerted an effect on the occurrence of loss or damage, compensation may be disallowed altogether or reduced.

Notify us of increased risk of loss or damage

The policyholder must inform the insurer without delay if material changes that increase the risk of loss or damage have occurred in the circumstances reported at the time of concluding the insurance contract or the information entered in the insurance policy.

If this notification is neglected, indemnity may be disallowed or reduced, or the insurance contract may be terminated.

Obligation to prevent or limit the loss or damage

In the event of loss/damage or immediate threat, the policyholder or insured person must, within their capabilities, take the necessary action to prevent and limit the damage and observe the instructions provided by the Insurance Company. If the policyholder wilfully or through negligence fails to perform the damage prevention and limitation duty, and the failure has exerted an impact on the damage, indemnity may be disallowed or reduced.

Instructions in case of loss

- Inform the Insurance Company about any losses without delay.
- Always give the Insurance Company the opportunity to inspect the loss and facilitate an amicable settlement.
- Instruct the party suffering loss not to dispose of the damaged goods before the loss inspection, unless this has been specifically authorised.

- Take the necessary action to prevent and limit loss or damage. Follow the instructions given by your Insurance Company.
- If the damage was caused by a third party, take the required measures to retain the Insurance Company's rights against the party that caused the damage. For example, establish the identity of the third party who caused the damage.
- If the loss or damage was caused by a crime, report it to the police.
- If the insurance event gives rise to legal proceedings, notify the Insurance Company without delay.

How to file a claim

You should fill out the loss report carefully and include all documents and information necessary to determine the Insurance Company's liability, as well as the value of the property. A claim must be presented to the Insurance Company within one year of the date on which the claimant was informed of his/her right to obtain compensation and, at the latest, within ten years of the occurrence of the loss or damage.

Appeals

Policyholders and other claimants who feel the insurer's decision on the settlement of a claim is unjust may appeal against the decision. The insurer's decision provides information on the appeals procedure and time limits.

More information on the grounds for the decision and on other matters related to the case can always be obtained by contacting the claims department or the claim handler who made the decision. The contact information is included in the insurer's decision. If necessary, our company's Customer Ombudsman can be requested to make a correction. Independent of the claims department, the Customer Ombudsman aims at verifying the correctness of claim decisions as soon as possible.

Appeals can be submitted to various boards or other appeals bodies, such as courts of first instance. More information on appeal options is provided in the instructions of appeal attached to the insurer's claim settlement decision.

Personal data processing

Pohjola Insurance processes customers' personal data in accordance with regulations in force and in a manner described in greater detail in the Privacy Statement and the Privacy Policy. It is recommended that the customer read such privacy protection information. The Privacy Statement and the Privacy Policy are available at op.fi and the Pohjola Insurance's customer service outlets.

Insurance sales commissions

The insurance company will pay a commission that is either a percentage of the insurance premium 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.



Our services

Manage your insurance matters at op.fi

Login to op.fi using the user identifiers for your own bank.

Once logged in, you can

- report a loss and file claims
- make changes to your company's policies
- order a Green Card
- print out certificates of insurance

See all our services for commercial transport service providers at op.fi/commercial-transport.

Pohjola Claim Help at your assistance 24/7

Pohjola Claim Help provides clear instructions for all types of road accidents and losses. In the event of vehicle damage, Pohjola Claim Help also lists the contact details of Pohjola Repair Advisors and other repair shop partners.

Pohjola Claim Help is available at claimhelp.pohjola.fi and the OP Business mobile app.

Our telephone services

A-Insurance services for commercial transport

- Insurance and Claims Settlement 0304 0506*

Pohjola Insurance

- Insurance and Claims Settlement 0303 0303*

Service numbers for statutory insurance**

- Motor third party liability accidents 030 105 502
- Work-related accidents 030 105 503
- Motor third party liability and occupational accident insurance 030 105 501

* From mobile phones and landline networks in Finland, EUR 0.0835 per call plus EUR 0.12 per minute. The price includes VAT.

** Call charge: local/mobile network rate (lnr/mnr).

We record customer calls to assure the quality of customer service, among other purposes.

Advice on claims and insurance policies

Our insurance and claims advisors provide personal assistance in our telephone service. You can also file a complaint or appeal an insurance or claim settlement decision with our customer ombudsman. For more information on filing an appeal, visit op.fi/filing-a-complaint

For independent advice, contact the Finnish Financial Ombudsman Bureau (FINE), tel. +358 9 685 0120, www.fine.fi/en

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Domicile: Helsinki, main line of business: non-life insurance companies

Regulatory authority: Financial Supervisory Authority, finanssivalvonta.fi/en

