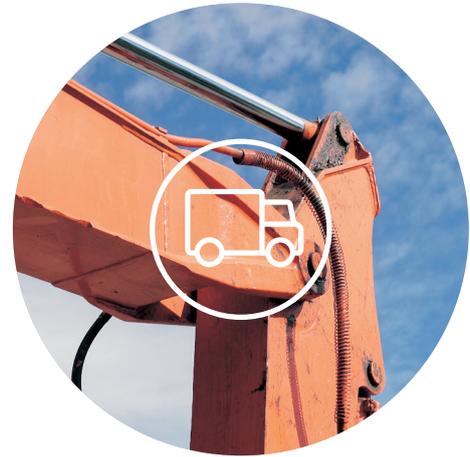


Working Machine Insurance

Product Guide
Valid as of 1 January 2021



This product guide explains the main points of Working Machine Insurance. The details can be found in the Working Machine Insurance Terms and Conditions and the General Terms of Contract which are available at op.fi/terms-and-conditions and from our branch offices and agents. The key content of the insurance contract is presented in detail in the terms and conditions, which also determine any claims settlement issues.

Taking out a motor liability insurance policy for your working machine is explained at the end of this product guide. Please also read it carefully.

General

Purpose and object of insurance

The purpose of Working Machine Insurance is to protect a working machine, piece of equipment or other object of insurance from most typical forms of damage. In addition to the standard accessories of a working machine, piece of equipment or other object of insurance, Working Machine Insurance also covers permanently fitted additional equipment intended for use only in the object of insurance for carrying out various work tasks.

Exclusions:

- Towable trailers, other wagons, machines, equipment and additional equipment with a bearing wheel that are coupled to the object of insurance are not, however, regarded as permanently fitted. These various towable trailers and wagons, etc., above must be insured by taking out their own specific Working Machine Insurance or other insurance, because damage to them is not coverable under the Working Machine Insurance taken out for the towing vehicle.
- the insurance will not cover damage if a machine, trailer, other wagon, equipment, additional equipment or any other property is insured under farm insurance or is otherwise included in a farm insurance policy. Working Machine Insurance does not cover any damage to these objects. This is

why such objects of insurance (such as trailers towed by a tractor, slurry tanks, ploughs, harrows, tedders and swathers) must be insured by an agricultural production insurance policy. Find out about these with your contact person.

Whenever equipment and additional equipment are not connected to the object of insurance, they are not covered by the Working Machine Insurance. For situations like this, we offer Working Machine Extra for machine contracting, Agricultural Production Insurance for farming, and Corporate Property Insurance for businesses.

A working machine, piece of equipment or another object of insurance rented out or lent without a driver will be covered by the insurance only if separately agreed upon, handed over for public use without a driver against a charge, and so indicated in the insurance policy.

The insurance is valid for rentals provided that

- the lessee has proved his/her identity with a driving licence from which the lessee's full name and personal identity code have been recorded in the rental agreement, and which has been copied as an attachment to the rental agreement and
- in cases of renting, the advance payment for vehicles was made by credit card or Finnish bank card. The instructions given separately by each individual credit institution must then be observed.

Only one set of keys may be given to the lessee. The locking requirements of a rented or lent machine are the same as for other objects of insurance.

Automatic fire extinguishing system

Owing to the nature of their operation, certain types of machines (such as wood chippers) have been shown by loss statistics to have an exceptionally high fire risk, regardless of whether they are factory-made or not or whether they are new or old. These machines operate by nature at high temperatures throughout the system and especially in the vicinity of the turbo and exhaust pipes. This combined with organic dust creates problems even in careful use, let alone if cleaning the machine has not been carried out frequently enough and carefully, or if the equipment has a minor fault or defect. In particular, damage to hydraulic hoses coupled with very hot hydraulic oils and the fire load (dry dust and wood chips) may cause a rapid initial fire that is practically impossible to put out with hand-held fire extinguishers. This is why certain types of machine can only be issued Working Machine Insurance if they have a fixed, automatic fire extinguishing system approved by the insurance company and meeting the requirements.

The requirement for a fire extinguishing system is always explained before granting an insurance policy and is specified in the insurance policy. Your Pohjola Insurance contact person will provide you with detailed information on the features, operation and installation of the required fire extinguishing system.

A professionally designed and maintained automatic fire extinguishing system is in the shared interests of the entrepreneur and contract partners both. Limiting fires prevents unnecessary stoppages and restricts the financial damages caused by the fire. Clauses S2 for fire extinguishing systems apply to fire losses related to certain types of working machine and in certain industries that have a high risk of fire hazard. According to these clauses, if an automatic fire extinguishing system approved by the insurance company is not in place and fire breaks out because of the equipment used, not only does the insurance company charge the deductible but a further 25% of the amount of loss.

We require that tractors, loading shovels, excavators, bulldozers and slope machines have an approved automatic fire extinguishing system when they are being used in peat fields. If an automatic fire extinguishing system required by the clauses is not in place or is not in functional operating condition, the insurance company will charge an additional deductible of 25% for fire losses in peat fields. We also require that the said machines are equipped with at least two hand-held fire extinguishers conforming to the standard EN 3-7 (previously extinguisher class 34A 233BC).

Clauses for fire extinguishing systems

S1 For each loss event originating in the machine and covered by fire insurance, 25% of the loss amount will be subtracted, in addition to the deductible specified in the insurance policy, if the machine is not equipped with a functional automatic fire extinguishing system approved by the insurance company and maintained in accordance with the manufacturer's instructions as well as being inspected at least once a year. Maintenance work performed must be recorded in a maintenance log, and a report on each inspection must be drawn up.

S2 In each loss event originating in a tractor, loading shovel, excavator, bulldozer or slope machine in a peat bog and covered by fire insurance, an additional deductible of 25% will be subtracted, in addition to the deductible specified in the insurance policy, if the machine is not equipped with a functional automatic extinguishing system approved by the insurance company and maintained in accordance with the manufacturer's instructions as well as being inspected at least once a year. Maintenance work performed must be recorded in a maintenance log, and a report on each inspection must be drawn up.

The fire extinguishing system must be kept in operating condition and in a way that ensures that it corresponds to the purpose of use of the protected object throughout its service life. Any detected faults and defects must be fixed without delay. Any permanent or temporary measures that may risk the performance of the fire extinguishing system are prohibited. Service and maintenance instructions supplied by the manufacturer or installation firm must be followed and must also be kept in the same place as the operating instructions. Daily, weekly and periodic inspections must be performed according to these instructions. The operator and serviceman of the insured object must duly familiarise themselves with the use of the fire extinguishing system.

The fire extinguishing system must be inspected at least once a year in accordance with the instructions supplied by the manufacturer or installation firm. Only the manufacturer or supplier of the system or an installation firm authorised by them may perform such inspection. A detailed report on each inspection must be drawn up, which must be presented on request. Any maintenance work performed must be recorded in a maintenance log.

Determine with us what kind of automatic fire extinguishing system we require when you take out the policy. The fire extinguishing system clause applied to the policy is always specified in the policy document. See also section 'Fire insurance' below.

Territorial limits

Working Machine Insurance is valid in the Nordic countries. When a machine or piece of equipment has been rented out, the insurance is, however, only valid in Finland. By separate agreement, the territorial limits of Working Machine Insurance may be extended. In case of such extension, the supplementary insurance included in the basic insurance will also be valid within the territory covered by the extension, with the exception of legal expenses insurance.

Working Machine Insurance combinations

Working Machine Insurance contains one of the following insurance combinations as the basic element, as stated in the insurance policy:

- Comprehensive working machine insurance: fire, theft, vandalism and motor vehicle (own) damage insurance
- Combination II: fire, theft and vandalism insurance
- Combination III: fire and theft insurance
- Combination IV: fire insurance

All of the insurance combinations above also include legal expenses insurance.

If you take Comprehensive working machine insurance, you can choose a variety of deductibles up to 20,000 euros, and no deductible will be subtracted from motor vehicle (own) damage and fire loss claims, whereas the deductible for theft and vandalism claims is 500 euros. Comprehensive working machine insurance comes without no-claims entitlement.

With combinations II–IV, you can choose from a variety of deductibles of up to 20,000 euros for the fire insurance. In combinations II and III, the deductible for theft and vandalism claims is 200 euros. Combinations II–IV come without no-claims entitlement.

Fire insurance under combinations II–IV includes transportation cover which provides compensation for accidents that have been caused by the overturning or running off the road of the transportation vehicle, a collision or the collapse of the ground when transporting the object of insurance using another transportation vehicle. A transportation vehicle refers to a vehicle that is intended to run on the ground, not on rails.

A vehicle combination that comprises a vehicle and a trailer connected to it is also considered a transportation vehicle. The object of insurance is considered to be undergoing transport when it is being transported on, or towed by, a transportation vehicle.

Transportation Cover does not cover any damage to the object of insurance caused when it is being loaded into or onto the transportation vehicle or when it is being unloaded from the transportation

vehicle, nor damage caused by reason other than the overturning or running off the road of the transportation vehicle, a collision or the collapse of the ground when transporting the object of insurance using a transportation vehicle. The deviating deductible for the transportation cover can be found in section 'Deductibles'.

Example

A van is used for towing a trailer lift to the building site. The building site is cramped, so the van can only just avoid hitting a concrete barrier, but the trailer lift's wheel makes contact with the barrier, causing the lift to fall over and be damaged.

The damage will not be compensated under the transportation cover included in fire insurance, because the reason for the damage was not the van overturning or running off the road, having a collision or the ground collapsing under it.

If the trailer lift had been covered by Comprehensive working machine insurance, damage to it would have been compensated under motor vehicle (own) damage insurance.

If separately agreed and specified in the insurance policy, the insurance may also contain the following supplementary cover:

- financial insurance
- Breakage insurance, which requires Comprehensive working machine insurance
- Consequential loss insurance for the motor vehicle's own damage, vandalism, fire and theft
- Consequential loss insurance for vandalism, fire and theft
- Consequential loss insurance for fire and theft
- Consequential loss insurance for fire
- Business interruption insurance for farming

Coverable insurance events

Fire insurance

Fire insurance provides cover for loss caused by uncontained fire or short-circuit occurring in the electrical equipment of the object of insurance.

Fire insurance does not cover any damage to any of the following: a short circuit in a generator, electric motor, battery or other electrical appliance, such as the engine's control device, or fire/explosion in the engine or exhaust pipes of the insurance object.

If a motor vehicle suffered fire damage in connection with unauthorised use or theft for temporary use of the vehicle, or after these offences, the loss is covered only if the loss is coverable under theft insurance.

Example

No compensation will be paid under fire insurance or under any other combinations included in the Working Machine Insurance if an electric motor overheats because it has been kept running too long.

Example

A mobile chipper worth 400,000 euros fitted on a truck platform self-ignited at the end of the working day due to overheating and chipping dust. The mobile chipper was equipped with an automatic fire extinguishing system approved by the insurance company.

Because the mobile chipper was equipped with an approved automatic fire extinguishing system which put out the fire without any major damage, compensation was paid under the fire insurance, with only the basic deductible payable by the policyholder.

Example

A bulldozer left in a peat bog by itself for a week is found to have avoided a total fire because an approved automatic fire extinguishing system was set off automatically.

The minor damage that the machine suffered will be compensated under the fire insurance with only the basic deductible being charged. The insurance company will pay for the refill of the approved automatic fire-extinguishing system because the system put out the incipient fire, or otherwise limited the amount of damage. The insurance company will also pay for the refill if the amount of loss remains below the deductible for fire insurance.

Example

A farming tractor used for a secondary occupation on a peat field catches fire on its own during a coffee break. The tractor burns beyond repair. Clauses for fire extinguishing systems S2 are specified in the tractor's insurance policy. Because the farming tractor was not equipped with an approved automatic fire extinguishing system required by the insurance company, damage to the tractor is compensated less the fire insurance basic deductible and a 25% special deductible of the amount of loss.

Storm damage

Fire insurance also covers loss caused by a storm. A storm refers to wind with a velocity of at least 20 metres per second.

The insurance does not cover loss caused by heavy seas, the movement of ice or the weight of ice or snow, flood, or a rise in the water level.

Example

The insurance covers damage to a platform that has fallen over when the local wind velocity can be confirmed to have been 22 metres per second or more.

The fire insurance deductible will be subtracted from the amount of compensation. If the platform had been damaged because of a rising water level caused by a storm, such damage would not have been covered by the insurance. If the platform had been covered by Working Machine Insurance that contained motor vehicle (own) damage insurance, damage caused by a rising water level would also have been indemnified.

Theft insurance

Theft insurance covers loss caused by theft of the insured object, permanently fitted piece of standard equipment or accessory, provided the insured object was locked (its body space was closed and locked) or was kept in a locked shelter, and with either the policyholder or some other insured party has demanded conviction of the crime committed. The shelter must be a locked or covered space or place to which there is no access without keys, except by burglary. Burglary refers to a person entering a locked space by using force and breaking locks or structures in a manner that leaves signs of this having taken place.

Restriction of theft insurance

If the object of insurance is stolen using the keys, the insurance will cover loss only if the person who committed the act obtained the keys to the object of insurance or its shelter through theft in connection with a break-in or robbery. The definition for 'burglary' can be found in the paragraph above.

Theft insurance includes a special provision relating to working conditions. According to the provision, theft of an insured object is covered if

- the object of insurance cannot be locked without preventing it from being used appropriately and
- the insured object is supervised on the farm's premises or is otherwise guarded.
- However, the insurance will not cover loss caused by theft if the insured object is not locked and is not moved to a locked or continuously guarded shelter immediately when this is possible with respect to the work being carried out.

'Being supervised' means that the insured object must be under constant supervision except when carrying out necessary tasks related to the performance of work duties or to an employee's basic personal needs. 'Being guarded' means that the insured object is guarded around the clock.

Example

A locked multipurpose forestry machine is entered by breaking the windows, and a fixed computer terminal is stolen from the machine. The thief also smears the entire harvester inside and outside with spray paint.

The computer terminal and one window are indemnified under theft insurance. The mess caused is not compensated under theft insurance but rather under vandalism insurance, presuming such a policy has been taken out. If the harvester had not been locked, no compensation would be paid at all under theft insurance or for the vandalism caused to the harvester's interior. A simultaneous theft and vandalism loss is indemnified with only one deductible being charged. An insurance combination including theft and vandalism insurance must have been taken out for the machine.

Example

An operator is shovelling snow using a skid steer loader in the inner court of an apartment block. He goes for lunch, leaving the loader unlocked with the keys in the ignition. When he comes back, he realises that the loader is gone.

Theft insurance does not cover the loss as the loader was unlocked.

Example

An operator is harrowing a field and when he is finished for the day, he goes home for the night. Since he was planning to continue first thing the following morning, he leaves the tractor unlocked in the field. In the morning he realises that the tractor is gone. The tractor is later found, upside down in a nearby gravel pit, with the keys still in the ignition.

Theft insurance does not cover the damage to the tractor on the basis of theft insurance taken out for the tractor by the owner under Combination III of Working Machine Insurance, as

- the tractor was not locked and it was stolen using its keys. The perpetrator had obtained the tractor keys by means other than through theft in connection with a break-in or robbery.

Vandalism insurance

Vandalism insurance covers damage to the object of insurance caused by wilful acts of damage inasmuch as the damage is not covered by theft insurance. If a motor vehicle was subjected to vandalism in connection with unauthorised use or theft for temporary use of the vehicle, or after these offences, the loss is

covered only if the loss event is coverable under theft insurance. The insurance does not cover damage caused by another vehicle, equipment or working machine, nor damage that cannot be accurately defined in terms of time and place.

Example

All the windows of an excavator left on a construction site were broken during the night. Vandalism insurance covers this damage.

Example

A wheel loader left overnight on a construction site is started up in the morning to continue work. The wheel loader's engine stalls soon after starting and does not start any more. At the repair shop, it is established that the fault is caused by contamination of the fuel system. The repair shop considers impure or otherwise mixed fuel to be the most likely cause. In the opinion of the wheel loader's owner, someone could have poured some foreign substance into the fuel tank through its filler opening during the night.

The cleaning expenses are not indemnified, because damage caused to fuel systems by their breakage, contamination or soiling are not indemnified under vandalism insurance, nor under any other cover offered by the Working Machine Insurance. (Working Machine Insurance terms and conditions clause 15.2).

Motor vehicle (own) damage insurance

Motor vehicle (own) damage insurance covers damage to the object of insurance directly caused by the object of insurance overturning or running off the road; a collision, collapse of the ground; or some other unforeseeable external reason that causes damage to the object of insurance.

Example

An operator is evening out a ramp using a wheel loader when the ground suddenly collapses under it, with the result that the loader overturns.

The motor vehicle's (own) damage insurance covers the damage to the wheel loader.

Motor vehicle (own) damage insurance also covers costs of a machine sinking through the ice, into a swamp or area of water, and the related costs arising from lifting and towing it. If the object of insurance sinks through the ice or into a swamp or water, the policyholder must, in each insurance event, pay a deductible of 25% of the loss amount, and no less than an amount equalling the basic deductible for the motor vehicle's (own) damage insurance and no more than 10,000 euros. This 25% deductible does not

apply to sinking-into-water cases in losses where the object of insurance is carried as cargo in a ship, and the ship sinks.

Working Machine Insurance does not cover any consequential loss (e.g. engine failure) that may be caused if, for example, contaminants get into the engine's fuel system when the machine sinks into a swamp, and the engine is started before decontamination.

Instructions in the event that an object of insurance has sunk through the ice or into a swamp

Immediately after pulling out the machine:

1. Any major dirt must be removed as far as possible.
2. Any electrical equipment must be protected by drying or blasting compressed air and spraying them with electric protective agent.
3. Any oil sumps must be drained and refilled with diesel oil. This instruction primarily applies to the actual engine of the machine.
4. Other parts, such as roller engines or engine-wheels, do not fill as easily as the actual engine through breathers. Draining these and protecting these with diesel oil may be necessary only in special circumstances (if the roller engine or engine-wheel has been damaged and the oil sump has been contaminated).
5. Under no circumstances must the engine of the object of insurance be switched on or used before thorough
 - maintenance of the oil and filter systems
 - maintenance of the fuel system
 - cleaning of the intake, exhaust and cylinder spaces.
6. A repair shop will perform the actual check after washing and the above-mentioned measures.

Example

A ski trail groomer is driving along when it sinks into a swamp.

The groomer's lifting and cleaning expenses are covered under motor vehicle (own) damage insurance, less a deductible of 25% of the expenses, as this amount is higher than the basic deductible of the motor vehicle's own damage insurance.

Example

A dumper truck is loaded by means of a wheel loader, which damages the truck's container.

The container damage is indemnified under the dumper truck's motor vehicle (own) damage insurance.

Example

The owner of a working machine makes an order with an external transport company against payment to have his crawler crane transported by a low loader. During transportation, the low loader runs off the road, and the crane is damaged. The owner of the crane makes a claim about the incident with the transport company immediately and claims compensation from the transport company for the damage to his crane.

When processing the claim, it turns out that:

- the low loader's motor liability insurance does not cover damage to the crane, because damage to items that are transported is not coverable
- damage to the crane is compensated under the cargo carrier's road transport liability insurance, but since the cargo carrier's liability is restricted by the maximum compensation laid down in law, the owner of the crane does not receive full compensation for his damage under the cargo carrier's road transport liability insurance
- damage to the crane is covered by motor vehicle (own) damage insurance under the Comprehensive working machine insurance taken out for the crane, because the damage was caused when the working machine was being transported on another transportation vehicle
- if the crane had only been insured with the fire insurance included in Working Machine Insurance (Combination IV), the damage would have been compensated from the transportation cover included in fire insurance. In this case, the deductible would have been higher, 25% of the loss amount, but not less than the basic deductible of the fire insurance.

Example

A forest tractor operator is moving felled trees next to the forest road. When descending a steep slope, the tractor shakes as it runs over a tree stump, and as a result, an icy log in the load slips forward and damages the rear window of the cab.

The rear window damage is not coverable under the motor vehicle (own) damage insurance nor under any other property insurance, because the damage was caused by the load on the forest tractor.

Example

As the forest tractor (forwarder) operator is loading logs, the log on the grapple hits the cab and damages it. Because the damage to the forest machine was caused during loading, the damage is covered under motor vehicle (own) damage insurance. The exclusion clause concerning damage caused by the machine's load is not applied to the loss (Working Machine Insurance terms and conditions, clause 14.4.1).

Example

A mobile crane is lifting concrete slabs from a lorry's platform when one of the slabs falls on the crane and damages it. The cause for the damage is that the loop from which the slab was raised had broken off, owing to a casting fault.

The property insurance included in Working Machine Insurance excludes cases in which the load of the object of insurance damages the object regardless of whether the damage was caused, for example, suddenly and externally. In this case, damage to the mobile crane is not covered by motor vehicle (own) damage insurance nor by any other property insurance taken out on the mobile crane.

Overhead obstacle

Motor vehicle (own) damage insurance covers damage caused by a collision, among other things. If, however, the loss is caused by a machine or equipment or its part, or a load in or on the machine or equipment coming into contact with an overhead obstacle, the policyholder's deductible accounts for 25% of the coverable loss amount, but not less than the amount of the deductible applied under motor vehicle (own) damage insurance. This special deductible does not apply in cases where the object of insurance has been loaded into or onto a transportation vehicle while being transported, which is owned or possessed by a party other than the policyholder. However, the special deductible applies if the transportation vehicle is driven by the policyholder or an employee of the policyholder.

Example

When driving under a bridge, a crane truck is damaged. The reason for the damage is that the boom was not lowered sufficiently and it therefore struck the bridge.

Damage to the crane truck is coverable by Comprehensive working machine insurance, less the additional deductible at 25% of the amount of coverable loss, but no less than the amount of deductible applied under motor vehicle (own) damage insurance included in Comprehensive working machine insurance.

Example

A farmer is moving his agricultural machine on a low loader with a tractor. When he is driving into a maintenance barn, the machine's cab is damaged as it hits the horizontal door frame.

Damage to the agricultural machine is coverable by motor vehicle (own) damage insurance under Comprehensive working machine insurance. A deductible of 25% of the amount of loss is subtracted from the compensation as the damage was caused by hitting an overhead obstacle.

However, the deductible is always no less than the amount of deductible applied under motor vehicle (own) damage insurance.

Legal expenses insurance

Legal expenses insurance covers, with the restrictions and exclusions specified in the insurance terms and conditions, any necessary and reasonable legal expenses and expenses arising from presentation of evidence incurred in a Finnish district court or foreign equivalent by the vehicle's owner, keeper and driver specified in the insurance policy as a result of resorting to legal counsel in a disputed civil or criminal case related to the motor vehicle. For example, the insurance will cover the cost of the lawyer's fee if the driver is being prosecuted in a district court by the public prosecutor for the endangerment of traffic safety. The maximum amount of compensation in financial losses is 10,000 euros.

The insurance does not cover any legal expenses incurred by the opposing party which the insured party has been ordered to pay. Legal expenses insurance does not cover expenses incurred by the insured party, for example,

- in a case which concerns a matter related to business or gainful employment
- in a case which concerns a transport licence matter or unauthorised provision of transport services
- which concerns drunken driving, aggravated drunken driving, fleeing from the scene of a traffic accident, or relinquishing a vehicle to an intoxicated person. Compensation will be paid for a case of causing a serious traffic hazard if the charge is dismissed in a legally final manner
- in a case which concerns driving the vehicle without the right to drive.

Specific information on the scope of cover and exclusions under the legal expenses insurance included in Working Machine Insurance is detailed in the insurance terms and conditions.

Supplementary insurance cover

Financial insurance

Financial insurance covers damage caused to the seller, lessor, pledgee or holder of motor vehicle mortgage with the exclusions specified in the insurance terms and conditions, and provided that the damage is not covered by other insurance. Coverable losses include, for example, theft of an unlocked working machine or damage caused by water, if the machine has been driven on a road covered by water. The insurance is valid only until the termination of the basic part of the insurance and will always terminate when instalments are fully paid, the lease has expired, or the loan granted against the motor vehicle mortgage has been fully paid.

The maximum compensation payable under financial insurance equals the current value of the object of insurance, however, no more than the receivables as specified by the hire purchase contract with the seller, the pledgee's receivables, or the unpaid amount of the loan granted against a motor vehicle mortgage at the time of loss.

Breakage insurance

Breakage insurance covers direct sudden, unforeseen internal breakage of the object of insurance.

Items excluded from cover:

- brake system, including its parts, such as brake plate assemblies or equivalent
- fuel system, including its parts, such as fuel jets and fuel pumps.

The purpose of Breakage insurance is to extend coverage to sudden and unforeseen internal damage not covered by Comprehensive working machine insurance, such as losses caused to the engine or gearbox of the insurance object. Breakage insurance is an additional cover for Comprehensive working machine insurance.

Certain types of machine, owing to the nature of their operation, have a particularly high risk of internal breakage, which is why Breakage insurance cannot be extended to certain machine types. Make sure to check with our representative whether the coverage of Breakage insurance extends to your machinery.

Breakage insurance is granted to machines that are no more than 15 years old.

Insurance objects that were covered by Breakage insurance will have the insurance automatically terminated at the beginning of the insurance period, when the difference between the vehicle's first year of service and the new policy period exceeds 15. That is, the validity of Breakage insurance does not continue for a working machine that is more than 15 years old.

What does Breakage insurance not cover?

Breakage insurance does not cover loss caused by incidents referred to in clauses 14.1–14.4 and 14.6 (fire, theft, vandalism, motor vehicle own damage and financial insurance) that can be insured under Working Machine Insurance or its supplementary cover. These are fire, theft, vandalism, motor vehicle (own) damage and financial insurance. Moreover, the exclusions in the insurance also apply for events or costs referred to in clauses 14.8.1.2–14.8.1.9 that were caused:

- by insufficient circulation of air, oil, hydraulic fluid or coolant;
- by contamination, soiling or other inappropriate fluid;
- by wear and tear or maintenance;
- by manufacturing faults, losses covered by contractual liability or guarantee;
- to consumables, such as fuels and lubricants;
- to printed-circuit boards, control units and data storage media; or
- due to a reduction in value.

Reductions based on the age of the machinery and hours of use

Any breakage loss is reduced by a certain percentage, based on the number of hours of use. If the deduction based on hours of use remains below the deductible, the deductible amount stated in the policy document will be deducted from the compensation.

If the number of hours used cannot be reliably verified, an age reduction percentage shall be deducted instead.

An age reduction based on the hours of use indicated by the hour meter is also applied to machines with replaced parts, including a replaced engine.

Hours used	Reduction, %	Years	Reduction, %
1 to 1 000	0	1.	0
1 001 to 1 500	10	2.	20
1 501 to 2 000	15	3.	40
2 001 to 2 500	20	4.	60
2 501 to 3 000	25	5.	80
3 001 to 3 500	30	6.–	90
3 501 to 4 000	40		
4 001 to 4 500	50		
4 501 to 5 000	60		
5 001 to 6 000	70		
6 001 to 7 000	80		
7 001–	90		

With respect to extras fitted to the object of insurance, we apply the normal age reduction.

As the number of hours of use for a machine approaches 6,000, keeping its Breakage insurance

valid may no longer be financially viable. If a reduction based on age is applied to a case, the reduction is as specified in the table above, and for machines that are older than six (6) years, the age reduction is always 90%. The details of Breakage insurance are provided in clause 14.8. of the Working Machine Insurance terms and conditions.

Example

The engine of a three-year-old combine harvester owned by the policyholder broke in the early days of harvesting. According to the combine's hour meter, it had been used for 300 hours. Since age reductions on the basis of hours of use are not made for machines that have been used for less than 1,000 hours, the engine repair costs were compensated on the basis of Breakage insurance, less the deductible specified in euros in the policy document.

Example

The drive engines of the owner's two-year-old track excavator stopped working during transportation. The excavator was taken to the repair shop where the drive engines were disassembled. According to the excavator's hour meter, it had been used for 6,869 hours. The result of the loss inspection at the repair shop was that the drive engines were beyond repair, owing to internal seizure. The repair costs of the drive engines were compensated under Breakage insurance, minus the 80% age reduction made on the basis of hours of use.

Example

The gearbox of a four-year-old tractor owned by the policyholder broke during snow ploughing. In addition to using the tractor for farming, the policyholder also used the tractor in wintertime for snow ploughing and in the summer time for earth transport using a trailer owned by the policyholder. The tractor had been used for 3,995 hours. The repair costs of the gearbox were compensated under Breakage insurance, minus the 40% age reduction. The deductible of 1,000 euros specified in the policy document was not deducted, since the reduction made on the basis of hours of use exceeded the amount of the deductible.

Example

The gearbox of a four-year-old tractor owned by the farmer broke during earthmoving. In addition to using the tractor for farming, the farmer also used the tractor in wintertime for snow ploughing and in the summer time for peat contracting using working machines and trailers owned by another party. The tractor had been used for 3,900 hours.

The tractor was taken to a repair shop where the gearbox was disassembled with the loss surveyor present.

The gearbox was found to have been damaged owing to inappropriate fluid, because the gearbox assembly was full of steel/metal pieces. The farmer was wondering how an inappropriate fluid could have got mixed with the hydraulic fluids.

The most likely cause for the contamination of the tractor's gearbox oil was that, when the tractor had been connected with the working machine or trailer owned by another party, the gearbox oil had become mixed with impure hydraulic oils circulating in the working machine or trailer systems.

Because the gearbox was damaged owing to a contaminated fluid, no compensation was paid under Breakage insurance.

Business interruption insurance

Consequential loss insurance indemnifies for non-use days of the object of insurance following coverable loss sustained by the object of insurance and specified in the insurance terms and conditions, provided that compensation for material damage under the insurance exceeds or would exceed the deductible. When concluding an insurance contract, the daily indemnity and a qualifying period will be agreed and recorded in the insurance policy. The number of days entitling to compensation has their upper limits and the qualifying period recorded in the policy applies to the policyholder. In this respect, please read carefully the insurance terms and conditions.

Consequential loss insurance for motor vehicle (own) damage, vandalism, fire and theft

The purpose of this insurance is to indemnify for non-use days of the object of insurance following coverable loss caused by motor vehicle (own) damage, vandalism, fire and theft sustained by the object of insurance; in so far as no corresponding daily indemnity has been paid for the same period under, for example, motor liability or general liability insurance.

If business interruption insurance for farming is used to cover any additional costs of using machinery owned by another party, such as rental costs

of equivalent machinery, due to damage to a tractor, combine harvester or some other agricultural machine in agricultural use, no compensation will be paid under this insurance.

If the scope of cover of the Working Machine Insurance for the object of insurance has been selected to be narrower than that of this consequential loss insurance, compensation will not to that extent be paid under this consequential loss insurance.

Example

If you have chosen fire insurance (Combination IV) under Working Machine Insurance and consequential loss insurance for motor vehicle (own) damage, vandalism, fire and theft as your consequential loss insurance, only coverable fire damage to the object of insurance will entitle you to compensation under that consequential loss insurance. In such a case, the motor vehicle's (own) damage, vandalism or theft sustained by the object of insurance does not entitle you to consequential loss insurance compensations under this insurance.

Other types of consequential loss insurance work in the same way as described above. Therefore, you must have consequential loss insurance for that loss event, on the basis of which compensation for material damage will be paid. This means, for instance, that in case of loss caused by theft that is covered under theft insurance, the consequential loss insurance policy must be a policy that covers consequential loss in case of theft.

The exclusion according to which no compensation will be paid under this insurance if business interruption insurance for farming is used to cover consequential loss also applies to these types of consequential loss insurance. Business interruption insurance for farming

If use of a tractor, combine harvester or some other agricultural machine in agricultural use is interrupted following a loss coverable under Working Machine Insurance (Comprehensive working machine insurance, Combinations II–IV), the insurance will cover reasonable and necessary extra costs arising from work carried out using machinery owned by another party. Compensation will be paid under business interruption insurance for farming (fire, theft, vandalism and motor vehicle (own) damage insurance) only if compensation, after subtracting the deductible, is or would be paid for material damage under working machine insurance. If work has not been carried out using machinery owned by another party, no compensation will be paid under this insurance. Machinery owned or controlled by a person living in the same household as the policyholder or that owned or controlled by a company or one-man business of a person living in the same household as

the policyholder is not regarded as machinery owned by another party. Machinery rented by an agricultural group from its joint owner who owns or controls the machinery, or rented by a joint owner from another joint owner and used in work for the agricultural group, is not regarded as machinery owned by another party. If a tractor, combine harvester or some other agricultural machine is in other than agricultural use, no compensation will be paid under this insurance.

If the loss is compensated from business interruption insurance for farming, no separate daily allowances will be paid under consequential loss insurance.

Compensation is calculated on the basis of going hourly rates. Actual costs less expenses saved due to the loss will be taken into account in calculating the amount of compensation.

If a tractor or combine harvester is used for the purpose of earning a secondary income in farming, a specified loss of net income will be compensated. Compensation is paid for a maximum of one month.

The deductible and sum insured are specified in the policy document.

Other exclusions of Working Machine Insurance

Working Machine Insurance does not cover

- damage to some part of the object of insurance caused by a structural, manufacturing or material fault in the part or device, by wear and tear, or for which the manufacturer or repairing party is responsible on the basis of a guarantee or other obligation
- damage to the engine and its optional extras, gears, power transmission or cooling system caused by deficient circulation of air, oil, hydraulic fluid or coolant
- damage caused to the fuel system, exhaust after-treatment system (such as adblue) or hydraulics system/transmission due to breakage, contamination or soiling
- damage caused some other part of the object of insurance, such as the engine, due to breakage, contamination or soiling of the fuel system, exhaust aftertreatment system (such as adblue), or hydraulics system/transmission
- damage caused by water (to the engine, including accessories) if the vehicle is driven on a fully or partially waterlogged road or area. This clause shall also apply if the vehicle is driven in such a place and the vehicle or other road users' vehicles in motion cause a rise in the water level
- damage caused by the load or overload of the object of insurance or overstress on the object, deficient maintenance or unskilled or careless handling

- loss or damage caused by nuclear accident, terrorism, revolution, war, rebellion, shell, mine or any other such reason, or if the object of insurance has been confiscated or otherwise sequestered by the authorities
- damage caused by the weight of ice or snow, by frost, rain or rusting, or by corrosion or gradually increasing moisture
- damage to a burst tyre
- wear and tear arising from use of the object of insurance or for any fuel used or stolen
- loss or damage due to participation in a competition, in training for a competition or the like, or loss/damage due to the object of insurance having been abandoned
- damage to a charging station for a working machine powered fully or partially by electricity. Working Machine Insurance covers only separate and portable charging cables.

Working Machine Insurance will not cover losses or damage coverable on the basis of a guarantee, a product defect or product liability.

Safety regulations

The purpose of these safety regulations is to prevent risks and minimise damage. The safety regulations included in the terms and conditions or otherwise issued in writing by the insurance company must be observed. Failure to observe the safety regulations may result in a reduction or disallowance of indemnity.

- The object of insurance and its optional extras must be in safe working order, as specified in the relevant rules and regulations. The object of insurance must be serviced and used in the manner required or recommended by its importer or manufacturer. A service log must be kept. The installation rooms and operating conditions of the object of insurance, such as operating voltage, air humidity and temperature, must comply with the recommendations of the importer or manufacturer.

Supervision of the object of insurance

The object of insurance must be supervised weekly during a period of non-use, of which the insurance company has been notified, or whenever it is not in use for a longer time.

If the object of insurance is in a place where it cannot be normally supervised, the person in charge of the object of insurance must check that it is safe by visiting the place personally, or arrange to have it checked by someone else at least once a month.

Right to drive or use the object of insurance

The driver or user of an insured object must have the right to drive it or some other right to use it issued for the relevant vehicle class by the authorities, or

the age-based right to drive or use the vehicle or any other insured object. The insured object may not be driven or used by a person who is fatigued or unwell. An insured object may not be given to other persons to drive or use without ascertaining their identity and that they have the right to drive it or some other right to use it issued for the relevant vehicle class, or the age-based right to drive or use the insured object.

- The shelter for the object of insurance may not be used for anything that can compromise fire safety, and smoking and the use of a naked flame must also be prohibited in the shelter. Official fire safety regulations and legislation on flammable liquids must be observed with respect to the shelter.
- Only electric lighting may be used to illuminate the engine space, fuel tank and other parts of the object of insurance.
- The standard accessories of the object of insurance or approved devices must be used to heat the engine, transmission equipment or other parts of the object of insurance. These must be used in accordance with the instructions supplied by the manufacturer or importer. Placing a cover between the engine and the hood is not allowed. Approved devices are main-operated devices which are approved specifically for use in the object of insurance and liquefied gas operated devices and equipment approved, for example, by the Finnish Safety and Chemicals Agency (TUKES) for use in the object of insurance.
- When repairing the object of insurance by welding, cutting or grinding, any combustible structures must be removed from a sufficiently large area, and first-aid extinguishing equipment and the necessary surveillance including fire watch after the work has been completed must be organised on the site. The repair person must have a hot work card granted by the Finnish National Rescue Association (SPEK).

Hand-held fire extinguisher

- A working machine, tractor or other object of insurance weighing over three tonnes must be equipped with two (with a minimum of 6 kg of extinguishing material) frost-resistant chemical hand-held fire extinguishers conforming to the standard EN 3-7 (previously extinguisher class 34A 233BC). If the object of insurance chips or crushes wood material, it must be equipped not only with a permanently fitted, automatic fire extinguishing system approved by the insurance company but also four hand-held fire extinguishers mentioned above. If the safety regulation mentioned here is neglected, the policyholder must pay a deductible of 25% in each insurance event, but no less than the basic deductible under fire insurance.

Working conditions taken into account

Insured machines are used at a wide range of sites. Organic dust that gathers in the structures of a machine increases the risk of fire significantly, irrespective of the type of machine.

Working in forests and swamps

Two fire extinguishers are usually the standard equipment in forest machines. Working in forests or swamps, or during ditching, creates organic dust that gathers in the machine's structures. Working in these conditions requires that the insured object must be equipped with two 6-kg frost-resistant chemical hand-held fire extinguishers conforming to the standard EN 3-7 (previously extinguisher class 34A 233BC) that are in working order. This also applies to machines other than real forest machines.

Other contract work, road construction sites, building construction sites and gravel pits

Street construction sites, road construction sites, building construction sites in suburban areas, gravel pits and goods terminals and depots are usually places with less dust formation. In such a case, the machine must be equipped with one 6-kg frost-resistant chemical hand-held fire extinguisher conforming to the standard EN 3-7 (previously extinguisher class 34A 233BC) that is in working order.

Farm work

No hand-held fire extinguisher is, however, required in tractors, working machines and other machines used in farm work. However, we recommend that agricultural machinery be equipped with at least one hand-held fire extinguisher to be able to limit any fire in the initial stage. This would make it possible to prevent any fire from spreading, for example, to farm buildings.

In agriculture and forestry, people often use machines and tractors to earn secondary income (contracting of various type, forestry contracting). In such a case, tractors and machines must be equipped with hand-held fire extinguishers as described above. Safety regulations requiring hand-held fire extinguishers must be observed when using machines and tractors to earn secondary income. In this respect, see what is said above about working in forests and swamps (two extinguishers) and using machines in other contract work, such as working at road construction sites, building construction sites and gravel pits (one extinguisher).

Inspection of extinguishers

Extinguishers must be inspected and maintained only by a maintenance or service shop approved by the Finnish Safety and Chemicals Agency (TUKES). After maintenance, the extinguisher must be equipped

with an inspection and maintenance label. Extinguishers must be inspected at least once a year.

- If the engine of the insurance object is heated using an approved heater which does not have a flame guard, the heating process must be supervised continuously. If the safety regulation mentioned here is neglected, the policyholder must pay a deductible of 25% in each insurance event, but no less than the basic deductible.
- If the object of insurance is heated using a flame, naked flame or embers, or another non-approved heating device, the heating process must be supervised continuously in its immediate vicinity. If the object of insurance is heated as described above, the policyholder must, in each insurance event, pay a deductible of 50%, or at least an amount equalling the basic deductible. If the required supervision is neglected, no compensation will be paid.
- If the object of insurance is used in a peat bog, forest or any other place under conditions where there is a particularly high risk of fire, special attention must be paid to the cleanliness of the machine. If required, the flammable parts of the machine must be cleaned several times a day. If the safety regulation mentioned here is neglected, the policyholder must pay a deductible of 25% in each insurance event, but no less than the basic deductible.

Causing an insurance event

The insurance does not cover any loss that the insured party has caused wilfully. If the insured party has caused a loss through gross negligence or if the insured party's use of alcohol or some other intoxicant has contributed to the insurance event, compensation payable to the insured party may be reduced or disallowed.

Identification

What is stated in the insurance terms and conditions and this product guide concerning the insured party with regard to causing an insurance event, observing the safety regulations or the salvage obligation will also apply to a person

- who, with the insured party's consent, is responsible for the object of insurance;
- who, jointly with the insured party, owns the insured property and uses it jointly with them; or
- who co-habits with the insured and uses the insured property jointly with the insured person.

What is stated above concerning the insured party with regard to observing the safety regulations also applies to persons who, on the basis of their employment or official post with the policyholder, are responsible for supervising compliance with such regulations.

Paying indemnity

Scope of indemnity

The insurance covers material damage caused primarily by an insurance event. Material damage refers to an object being damaged, destroyed or stolen in such a way that it is permanently lost. In addition, Working Machine Insurance covers the cost of lifting the damaged object of insurance back onto the road. The insurance also covers expenses arising from the transportation of the object of insurance to the nearest appropriate repair shop.

The insurance does not cover loss arising from a reduction in value, alterations or improvements made in conjunction with repairs, or costs caused by redoing deficient or unsuccessful repairs, washing or any other treatment not connected with the damage, fuel, overtime charges or air freight. The insurance does not cover expenses arising from non-use of a working machine due to damage, unless it is coverable under a separate consequential loss insurance policy.

Determination and payment of indemnity

Repair

Damaged objects of insurance shall be repaired using parts of equivalent age and condition or which are otherwise suitable, if such parts are available and their purchase does not delay the repair work unreasonably.

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.

If, in connection with the repair of the object of insurance, worn, rusted or corroded parts have been replaced with new ones because they are damaged or if such painting, upholstering or other work is carried out that results in a situation where the condition of the object of insurance regarding these parts is substantially better than previously, this will be taken into account when calculating the amount of indemnity, and the indemnity will be reduced correspondingly.

If the object of insurance or part of it is damaged to the extent that it cannot be repaired at reasonable cost, the loss amount is considered to be the difference between its current value immediately before and after the loss event.

Fair value

Direct material damage is indemnified up to the fair value of the object of insurance or its part under the Working Machine Insurance. Fair value does not

refer, for example, to the selling or asking price set by a machine shop, nor to the trade-in price, but to a cash price that several buyers would have been ready to pay for the insured object. The fair value is considered to be the cash price which is generally obtainable for an object of insurance or its accessory on the market at the time of the loss when sold in the appropriate manner.

In determining the fair value of a working machine or another object of insurance, the insurance company takes account of the current market price of the object, its condition, its accessories, the year when first used, the year of manufacture, the manner of use, the hours of use and other factors affecting the price.

When determining the fair value of the optional extras of an object of insurance, the claimant must provide the insurance company with a receipt or other proof from the dealer indicating the make and model, and the purchase date and price.

If the claimant does not, without good cause, send the reports required for determining the fair value, the fair value will be estimated at a reasonable price.

The sum insured entered in the insurance policy or the replacement cost, tariff value, fair value or similar value given as the basis of the insurance premium are no indication of the fair value at the time of the loss.

Redemption at fair value

If the amount of loss is assessed at over 60% of the fair value of the insured object, the insurance company will have the right to redeem the object at its fair value.

Value added tax (VAT)

If the owner or keeper of an object of insurance is or has been entitled, under the Value Added Tax Act, to deduction in their own value added taxation of value added tax or the corresponding foreign consumption tax included in purchase invoices for goods or services arising from the loss or to have the tax refunded, these taxes will be deducted from the indemnity.

Compensation for redemption is reduced by an amount corresponding to the value added tax in cases where the insured party would be liable to pay tax on the sales price of the object of insurance if it had been sold on the day the insurance event occurred or if the party suffering loss has the right to refund in accordance with the Value Added Tax Act.

Payment of compensation

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 reasonable repair costs as shown by receipts

- paying reasonable repair costs in cash as lump-sum compensation if the property is not repaired even if repair were possible. The maximum lump-sum compensation payable is the fair value of the property immediately before the loss event less the residual price of the damaged property.
- paying in cash the difference between the fair value of the insured object before the loss and its value unrepaired
- redeeming the object of insurance 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 the party entitled to compensation does not wish to have the damaged property replaced with equivalent property, even if this were possible, the compensation in cash will be calculated based on the price at which the insurance company would be able to purchase equivalent, replacing property. This price will be subject to reductions based on the age of the property. The insurance company has the right to decide which repair shop or supplier will be used. The insurance company has the right to decide on which repair shop or source of supply to use, and for this purpose the insured party must contact the insurance company. The insurance company is not responsible for the quality of repairs or the purchased product. This responsibility rests with the service provider or supplier in question.

Redemption of an indemnifiable object of insurance or any of its parts transfers title to the insurance company. Title to the object of insurance must be transferred to the insurance company in writing. Compensation for redemption is paid provided that any registration documents for the object of insurance and its keys as well as keys to all devices designed to prevent unauthorised use of the object of insurance are handed over to the insurance company. The portion of the lowered or refunded motor vehicle tax that would have been collected had the vehicle been sold on the day of the insurance event is deducted from such compensation.

The insurance company undertakes to pay the portion of the motor vehicle tax which may be collected later and which has been deducted from the compensation. No separate compensation is paid under the insurance for motor vehicle tax or any corresponding tax the payment of which is a prerequisite for using the vehicle. Moreover, no compensation is paid under the insurance for fees paid for a special licence plate decision.

Deductibles

Basic deductible

The policyholder is responsible for a basic deductible for any one loss event and specified in the insurance policy or otherwise notified to the policyholder in writing.

Deviating deductible for the transportation cover

The deductible for the transportation cover accounts for 25% of the loss amount, but a minimum of the deductible payable under the fire insurance included in the Working Machine Insurance.

If the Working Machine Insurance selected for the object of insurance includes motor vehicle (own) damage insurance, the loss will be covered under the latter insurance less the related deductible.

Overhead obstacle

If a loss is caused by a machine or equipment or its part or a load in or on the machine or equipment coming into contact with an overhead obstacle, the policyholder's deductible accounts for 25% of the coverable loss amount, but not less than the amount of the deductible applied under motor vehicle (own) damage insurance. This special deductible does not apply in cases where the object of insurance has been loaded into or onto a transportation vehicle while being transported, which is owned or possessed by a party other than the policyholder. However, this special deductible also applies in cases where the object of insurance has been loaded into or onto a transportation vehicle while being transported which is driven by the policyholder, or an employee of the policyholder.

Deductible in losses due to sinking

If the loss is due to the object of insurance sinking in a body of water covered by ice or a swamp or water, as an exception to clause 18.4.1, the policyholder's deductible is 25% of the coverable amount, but no less than the amount of the basic deductible of the motor vehicle (own) damage insurance and no more than 10,000 euros. The amount of the loss shall also include potential rescue costs, etc.

Special deductibles and clauses

Age reductions, reductions for hours used and the fire extinguishing system conditions (S1 and S2) indicated in the insurance policy, for example, will be applied to the compensation payable under this insurance. These can be found under clause 25 of the insurance terms and conditions.

Subtraction order of deductibles

Unless specifically specified otherwise, deductibles and reductions are subtracted from the loss amount as consecutive calculations in the following order:

- value added tax
- motor vehicle tax
- deductible or qualifying period
- any reduction in indemnity
- percentage deductible.

Change in circumstances

The policyholder must promptly notify the insurance company of any essential change occurring during the insurance period in the circumstances stated at the time of concluding the insurance contract or in the state of affairs recorded in the insurance policy which has increased the risk of loss or damage. This notification must be filed, for example, if

- the features of the object of insurance undergo substantial changes, for example, its power is increased (chip-tuning)
- the purpose of use of the object of insurance changes
- a registered object of insurance is deregistered
- the object of insurance is taken outside the Nordic countries and the policyholder wishes the insurance to be effective outside the Nordic countries.

Insured party's obligations in the event of the occurrence of an insurance event

Investigation of loss at the place of loss

As far as possible, the insured must, in accordance with the regulations concerning off-road and road traffic, take part in investigating the loss or damage at the scene of the loss, and contribute to determining the real reason for the loss or damage and identifying the person who caused it.

Filing the loss report and loss inspection

The insured is obliged to notify the insurance company, in writing and without delay, of the loss or damage, and to provide the company with the documents and information pertinent to the investigation.

The insurance company must be given the opportunity to inspect the damaged object of insurance before it is repaired. Loss inspection, advice on a repair shop or other technical investigation of the loss carried out by the insurance company is no proof of the insurance company's liability or of the fact that the insurance company has ordered or paid for work to be done. Until a claim settlement decision has been made, liability for the costs arising from the loss rests with the owner or keeper of an object of insurance.

Notifying the police

In the case of loss or damage caused by fire, theft or vandalism, the insured party must promptly report to the local police. If an object of insurance is stolen or permanently lost abroad, the insured party must also report to the Finnish police.

If the insurance company so requires, a police investigation must also be carried out in other cases and the related report submitted to the company.

Insurance premium

Insurance premiums are determined by separate tariffs set by the insurance company. Premiums for Working Machine Insurance are determined, for instance, by the insurance combination chosen, length of the insurance period, amount of deductible and machine type. The premium charged for the insurance period is always the minimum premium separately confirmed for the insurance company. Insurance premiums can be paid in one or several instalments in a manner agreed.

If the policyholder has failed to pay the premium by the due date, the insurance company has the right to terminate the insurance contract 14 days after sending a notice of termination.

Alteration and termination of the insurance contract

The policyholder may alter the insurance cover or terminate the insurance anytime during the insurance period. Termination must be communicated in writing. The insurance company has the right to terminate the insurance during or at the end of the insurance period; see clause 16 of the General Terms of Contract. In the event of change of the insurance company, voluntary motor insurance policies taken out on a motor vehicle will terminate without notice on the date when an entry is made in the Vehicular and Driver Data Register recording that the motor liability insurance for the motor vehicle has been transferred to another insurance company.

If the insurance company alters the terms and conditions or premiums, it will notify the policyholder of such alterations no later than one month before the end of the insurance period. These alterations will apply as of the beginning of the following insurance period unless the insurance is terminated (for more information, see clause 15 of the General Terms of Contract).

Read the insurance terms and conditions carefully

This product guide gives an outline of the content of Working Machine Insurance. Detailed information can be found in the related insurance terms and conditions, insurance policy and its appendices, and the General Terms of Contract.

Claims register

Insurance companies have a joint non-life insurance information system in which they can check losses reported to other companies. The system is aimed at preventing insurance fraud against insurance companies.

Personal data processing

We process our customers' personal data in compliance with the Personal Data Act and insurance legislation, and ensure privacy protection in processing their personal data. Customers may familiarise themselves with our personal data files in our branch offices.

Working machines and motor liability insurance

General

The purpose of motor liability insurance is to provide protection against bodily injury of and material damage to external parties as well as bodily injury of the vehicle's driver and bodily injury of and certain types of material damage to passengers arising from typical traffic risk associated with a motor vehicle (chiefly passenger and goods transport). The Motor Liability Insurance Act is a special enactment governing mandatory insurance to be taken out for liability arising from the use of a motor vehicle and compensation paid under the insurance.

Assessing the typical traffic risk associated with passenger cars or lorries is somewhat easier than that associated with motorised work machines of various types. With respect to motorised work machines, other laws (e.g. the Road Traffic Act and the Vehicles Act) make it more difficult to get an insight into this matter in some respects. A motorised machine may also, however, cause a road accident, as referred to in the Motor Liability Insurance Act. However, some motorised machines are exempt from the motor liability insurance obligation, and thus we do not grant insurance policies for such machines. However, it is possible to take out voluntary liability insurance on these machines in case liability for damages related to their use occurs.

Motor liability insurance legislation in force

The Motor Liability Insurance Act requires that all motor vehicles used in traffic be covered by a motor liability insurance policy. A motor vehicle is a motor-driven vehicle or working machine designed to move on the ground without rails. A vehicle designed to move only when fitted to another motor vehicle or working machine is also treated as a motor vehicle. With respect to the obligation to take out motor liability insurance, the legislation specifies vehicles and working machines exempt from motor liability insurance (see section 'Exceptions to the obligation to insure' below). All vehicles that must be registered and unregistered vehicles used in traffic, with a few exceptions, require motor liability insurance.

Is registration required for certain types of motorised work machines?

If you are not sure about whether your motorised vehicle requires registration, you should contact your local vehicle inspection official to determine the matter. You should also contact the importer, dealer or manufacturer of your motorised work machinery to find out about its design speed. To sum up, motor liability insurance must be taken out on all motorised work machines that are subject to registration. If a motorised work machine's owner has failed to fulfil the vehicle registration obligation, this non-fulfilment is of no consequence vis-à-vis the mandatory motor liability insurance. Non-fulfilment of the registration obligation is subject to punishment provided by law. With respect to the failure to take out insurance, the Finnish Motor Insurers' Centre will handle the claim relating to any road accident caused by an uninsured vehicle and impose a penalty fee on the owner/keeper who failed to fulfil their obligation to insure.

For more information on penalty fees, please visit www.lvk.fi > Obligation to insure > Uninsured vehicles.

Example

Bobcat 463 loader (design speed of 10.5 km/h) loads and unloads goods in the yard of a filling station. When the loader's driver swerves to avoid a garbage truck entering the yard, he reverses the loader and hits a parked passenger car, causing damage to it. During the loss investigation, it appeared that the loader was neither registered nor covered by motor liability insurance.

Damage to the parked car will be compensated by the Finnish Motor Insurers' Centre in accordance with the Motor Liability Insurance Act, because the loader without motor liability insurance caused the accident as referred to in the Motor Liability Insurance Act.

The Finnish Motor Insurers' Centre will also charge the loader's owner a penalty fee (an increased premium for the period when the vehicle was not insured). The loader should have been registered because it was used in the public area used for traffic under the Vehicles Act and the Road Traffic Act. In addition, the police will fine the loader's owner for non-fulfilment of the registration obligation.

Example

A forklift truck, owned by a private company, transports goods in a garrison that is closed to public traffic and guarded constantly.

The forklift truck had not been registered but did have motor liability insurance (design speed of more than 15 km/h).

Due to an error, the forklift truck operator collides with a taxi that has, with permission, arrived in the garrison through a guarded gate and is stopped at the time of the collision.

The motor liability insurance covers the damage caused to the taxi. Because the forklift truck was solely used in the area closed to public traffic, it did not require registration under the Vehicles Act or the Road Traffic Act. Because the design speed of the forklift truck was more than 15 km/h, it required motor liability insurance despite its non-registration.

For more information on motor liability insurance issues, please visit www.lvk.fi > Obligation to insure > Obligation to insure.

Exceptions to the obligation to insure

Under the Motor Liability Insurance Act, no motor liability insurance has to be taken out for the following, for example:

- such a piece of motorised work machinery or tractor that is exempt from registration and has a maximum design speed of 15 km/h

- a combine harvester or other piece of motorised farming machinery used for harvesting exempt from registration
- a trailer exempt from registration
- a vehicle exempt from registration and not used in traffic
- a vehicle decommissioned from traffic use temporarily and not used in traffic
- a permanently decommissioned vehicle.

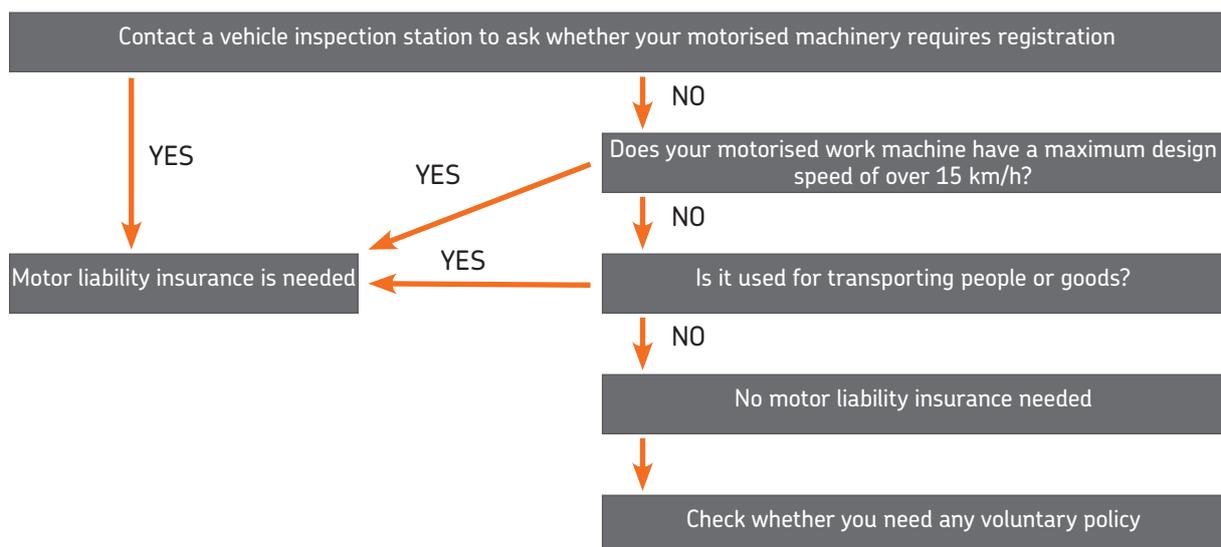
Examples of machinery exempt from motor liability insurance

- Combine harvester
- Trailer towed by a tractor
- Crawler shovel not eligible for registration in the Vehicular and Driver Data Register
- Iron-wheeled landfill compactor
- Self-propelled currant-picking machine
- Self-propelled boom (aerial platform) with a design speed of 7 km/h, which cannot be registered.

In addition, there exist other pieces of motorised work machinery that do not require motor liability insurance.

For this purpose, the owners of a motorised work machine should have a general liability insurance policy and should contact their insurer to find out about its coverage.

Please ask your insurance company for more information if you are not sure about the matter.



Towed equipment coupled to the vehicle must be entered in the Vehicular and Driver Data Register

Starting from 1 January 2011, new towed equipment coupled to the vehicle must be registered, which means that they are comparable to trailers (Laki ajoneuvolain muuttamisesta 226/2009, “Act on amending the Vehicle Act”). This means that motor liability insurance must also be taken out on such equipment.

Used towed equipment brought into use on or before 31 December 2010 must have been registered by 31 December 2014. Depending on the weight of the equipment, the above-mentioned towed equipment will belong to vehicle categories O1–O4 for trailers. The vehicle category is towed equipment. The technical criteria that apply to new towed equipment are identical with those that apply to trailers. The criteria have been defined for individual or type approval, depending on the towed equipment.

For more information, please visit the Finnish Transport and Communications Agency (Traficom) website www.traficom.fi.

Finnish Motor Insurers’ Centre

Road accidents caused by vehicles exempt from the obligation to insure are handled and compensated by the Finnish Motor Insurers’ Centre. It also handles traffic accidents caused by a vehicle for which taking out motor liability insurance has been neglected.

Example

A combine harvester driver enters the main road from the field and fails to give way to a passenger car driving on the road.

Damage to the passenger car and damage and injury sustained by those in it will be compensated by the Finnish Motor Insurers’ Centre, as the combine harvester is exempt from the motor liability insurance obligation. However, the accident is a road accident as the combine harvester was driving on a traffic road.

Example

During excavation work for an underground electric cable line, a caterpillar excavator causes damage to a municipal water main that runs through a forest in the trackless wilderness.

As the excavator was used in a place separate from traffic roads in the forest and for a purpose fundamentally other than of transporting passengers or goods; that is, for excavation work; this is not a road accident. Therefore, the Finnish Motor Insurers’ Centre will not indemnify the damage.

However, the party who caused the damage is liable to pay damages. The claim will be handled based on a general liability insurance policy, if one has been taken out, in accordance with its terms and conditions.

Motor vehicle on the road

The Motor Liability Insurance Act does not only apply to road traffic referred to in the Road Traffic Act, but it has a wider scope of application. A motor vehicle is also on the road, as specified in the Motor Liability Insurance Act, regardless of place, when it is used for passenger or goods transport, for example,

- on a private road, in a yard or
- on a site, factory grounds, in a storage area or some other similar area or
- within a shop, factory floor, warehouse.

What does motor liability insurance cover?

Motor liability insurance covers both bodily injuries and material damage. Motor liability insurance covers bodily injury to those in the vehicle and bodily injury and material damage to external parties, as a result of the motor vehicle being used in traffic. Liability for damages in road accidents between motor vehicles is based on negligence, or culpability.

What does motor liability insurance not cover?

Compensation for road accidents is handled in accordance with the provisions of the Motor Liability Insurance Act and the Tort Liability Act. In addition, the Traffic Accident Board, set up by the government, issues norms and guidelines for claims settlement. In certain personal injury cases, insurers must request a statement from the Traffic Accident Board. It also acts as an appeals body with respect to road accidents.

Motor liability insurance does not cover damage caused to the insured motor vehicle and goods or load in the vehicle. There are various voluntary insurance policies available, such as working machine, home, travel or cargo policies, which provide cover

against damage to your own motor vehicle, goods or load in the vehicle. The motor liability insurance taken out on the motor vehicle (working machine) that caused the damage does not cover damage caused to property owned or kept by the owner, keeper or driver other than another motor vehicle. Discuss the need for voluntary insurance with your contact person. Motor liability insurance does not cover any personal injury suffered by the driver of an immobile motorised work machine during loading, unloading or some other work performance, or by another person involved in this work. Furthermore, the insurance does not cover damage to the property being loaded, unloaded, etc., or damage to the other motor vehicle involved in this work.

Example

A dumper truck is loaded by means of a wheel loader, which damages the truck's container. The dumper truck's owner claims compensation under motor liability insurance taken out on the wheel loader.

Although the damage was caused by use of the wheel loader in traffic, no compensation will be paid under this motor liability insurance, because the Motor Liability Insurance Act excludes damage caused by another motor vehicle involved in the same work. If the damage was caused to an external party, Pohjola Insurance, as the liability insurance company of the company that caused the damage, will indemnify the container damage under the general liability insurance of the company that caused the damage in excess of the deductible.

General liability insurance is a necessary supplementary insurance policy

Damage or injury caused by a working machine exempt from the motor liability insurance obligation is compensated:

- by the Finnish Motor Insurers' Centre if the accident is a road accident as defined in the Act
- if the accident is not a road accident or the damage or injury is not coverable under the Motor Liability Insurance Act, damage or injury caused to external parties is handled and compensated in accordance with the terms and conditions of the general liability insurance of the party that caused the damage or injury.

As each insurance company's terms and conditions of general liability insurance contain restrictions and exclusions specific to the company, we recommend that you read carefully the terms and conditions and product guide of general liability insurance.

Personal data processing

When dealing with insurance matters, Pohjola Insurance processes customers' personal data in accordance with the Personal Data Act and insurance legislation, and takes care that customers' privacy is protected when processing personal data. We obtain information from customers themselves, parties authorised by customers, registers maintained by public authorities, and from the credit information register.

Pohjola Insurance also uses our customer data file for direct marketing purposes. We will not disclose a customer's personal information to outsiders without the customer's consent, unless such disclosure is required by legislation.

For more information on our privacy and data protection, please call our telephone service or visit our website, where you can also view the file descriptions related to personal data files.

Claims register

Insurance companies have a joint non-life insurance information system in which they can check losses reported to other companies. The system is aimed at preventing insurance fraud against insurance companies.

eInsurance Services for corporate and institutional customers

As Pohjola Insurance's customer, our eInsurance Services enable you to easily receive and send messages and manage insurance policies and claims on behalf of your company or institution. Pohjola Insurance covers your back and leaves you free to focus on your business.

What?

Our eInsurance Services allow you to conduct the following actions easily and securely:

- Send messages
- Check and change customer and insurance information
- File loss reports using pre-completed forms and track the processing of your claim
- Browse your transactions in the event history
- Manage service users and their access rights.

Why?

You can use eInsurance Services on a 24/7 basis at the time that best suits your needs. Conducting transactions related to insurance policies and losses and claims is quick and, as all transactions are transmitted via a secure connection, you can be assured of the data security of your company. The service is free of charge.

For whom?

Our eInsurance Services are available for customers who have concluded an eInsurance Services Agreement with us.

How?

At www.op.fi/corporate-customers/digital-services-for-companies you will find a link to the eInsurance Services Agreement for corporate customers. Fill in and sign the agreement and send it to Pohjola Insurance. For more information, please contact your contact person, call our telephone service 0303 0303 or visit any of our branch offices.

Sending messages

In eInsurance Services, you can send us messages securely and view sent and received messages.

Changing customer and insurance information

You can easily notify us of any changes in your business operations on eInsurance Services. For instance, managing notifications related to the statutory workers' compensation insurance, such as payroll declarations and changes in the payroll estimates, is flexible within this service. You can also view the insurance cover for the entire company as a list of policies via the service.

Filing a loss report and tracking the progress of claims handling

A pre-completed loss report is also available on eInsurance Services. You can also send us any documents required for the handling of your claim in electronic format. You can track the progress of claims handling online and view all claims your company has filed.

Event history

You can find all loss reports, insurance notifications and payroll declarations you have sent us in the event history.

User management

The Agreement administrator specified in the eInsurance Services Agreement may add new users for the service. The Agreement administrator will grant the required access rights to new users.



Our services

Manage your insurance policies at op.fi

Log into 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
- print out or order a Green Card
- print out certificates of insurance

Learn more about our services for commercial transport service providers at op.fi/commercial-transport.

Pohjola Claim Help at your service 24/7

Pohjola Claim Help provides clear instructions for all types of 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 service

Statutory insurance telephone services

- Motor liability insurance and claims and workers' compensation insurance and claims 0100 5335*

A-Insurance services for commercial transport

- Insurance and Claims Settlement 0304 0506**

Pohjola Insurance

- Insurance and Claims Settlement 0303 0303**

* Call rate: local/mobile network rate.

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

Prices are inclusive of VAT.

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 6850120, www.fine.fi/en

Pohjola Insurance Ltd, Business ID: 1458359-3

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Domicile: Helsinki, main line of business: insurance

Regulatory authority: Financial Supervisory Authority, www.fiva.fi

