



Motor vehicle insurance

Insurance terms and conditions valid as of 1 September 2021

CONTENTS

10 General.....	1	54 Consequential loss cover	13
20 Object of insurance	2	55 Fraud insurance.....	15
21 Territorial limits.....	3	56 Tow insurance	15
22 Coverable losses and related restrictions.....	3	58 Business interruption insurance in the case of machinery breakdown.....	17
23 Safety regulations	5	59 International third-party motor liability insurance.....	18
24 Change in circumstances (Increased risk).....	6	60 General provisions	19
25 Obligations of the insured in an insurance event... 6		61 Insurance premium	19
26 Assessment and indemnification regulations.....	7	62 Change of owner.....	20
30 Emergency road service insurance	9	63 Intent, gross negligence, and being under the influence of alcohol or other intoxicant.....	20
40 Legal expenses insurance	11	64 Insurance company's right of recovery.....	20
50 Supplementary insurance cover.....	13		
51 Windscreen insurance.....	13		
53 Financial insurance	13		

10 General

10.1 Purpose of insurance

On the basis of its General Terms of Contract and these terms and conditions, Pohjola Insurance Ltd undertakes to cover direct material damage caused to the object of insurance by an insurance event and other expenses specified in the terms and conditions.

10.2 Forms of insurance

Comprehensive motor vehicle insurance includes one of the following combinations:

10.2.1 Super Motor Insurance

Super Motor Insurance provides cover for passenger cars in private use. It includes motor vehicle (own) damage, animal, vandalism, fire, theft, emergency road service and legal expenses insurance. Super Motor Insurance also includes Consequential Loss Cover or, alternatively, a replacement car in accordance with Comprehensive Motor Vehicle Insurance terms and conditions. Super Motor Insurance is not granted for passenger cars registered for special use.

10.2.2 Maxi Motor Insurance

Maxi Motor Insurance provides cover for all motor vehicles. It includes motor vehicle (own) damage, animal, vandalism, fire, theft and legal expenses insurance.

10.2.3 Medium Motor Insurance

Medium Motor Insurance provides cover for all motor vehicles. It includes animal, vandalism, fire, theft and legal expenses insurance.

10.2.4 Mini Motor Insurance

Mini Motor Insurance provides cover for all motor vehicles. It comprises fire, theft and legal expenses insurance.

10.3 Restrictions based on first year of service

Unless otherwise specified, Super or Maxi Motor Insurance will not be issued for passenger cars or vans, caravans or motorcycles if the difference between the starting year of the policy and the first year of service entered in the register is over 15 (20 years with Medium and Mini Motor Insurance).

10.4 Emergency road service insurance

Maxi and Medium Motor Insurance issued for passenger cars, vans, campervans, motorcycles and passenger cars and vans registered for special use (such as driving school vehicle, ambulance, veterinary vehicle, hearse or rescue vehicle) also includes emergency road service insurance. Super Motor Insurance also includes emergency road service insurance.

If the time between the inception year of the policy and the first year of the service entered in the register is over 15 years, a new policy taken out on the vehicle will not include emergency road service insurance. A vehicle's emergency road service cover will cease to be valid once the difference between the vehicle's first year of service and the new insurance period exceeds 15 years.

10.5 Supplementary insurance cover

Supplementary insurance cover that must be agreed upon separately includes

- windscreen insurance
- financial insurance
- fraud insurance
- business interruption insurance
- tow insurance
- business interruption insurance in the case of machinery breakdown
- motor vehicle's general liability insurance.

20 Object of insurance

20.1 Super and Maxi Motor Insurance

The object of insurance is:

- the motor vehicle entered in the insurance policy
- accessories and normal optional extras fitted to the motor vehicle and included in the standard price for the motor vehicle, with the restrictions in clauses 20.3–20.5
- any accessories manufactured to be used only in the motor vehicle, with the restrictions in clauses 20.3–20.5
- another different set of tyres (summer or winter) with rims. With respect to passenger cars, the insurance covers two sets of tyres, in addition to the tyres that are on the car and
- in the case of a motorcycle, moped, snowmobile, all-terrain vehicle, three- or four-wheeler or light quadricycle lacking a chassis, also the helmet and helmet phone.

Fittings are not restricted to equipment connected to the electric circuit of the motor vehicle.

20.2 Medium and Mini Motor Insurance

The object of insurance is:

- the motor vehicle entered in the insurance policy
- any standard accessories included in the replacement cost of a new motor vehicle, with the restrictions in clauses 20.4–20.5

- radios and players, with the restrictions in clauses 20.3–20.5
- traffic safety equipment
- theft prevention equipment
- towing hook and
- a second different set of (summer or winter) tyres with rims.

20.3 Voice and image reproduction devices and telephones

Voice and image reproduction devices and telephones must be intended for use solely in the motor vehicle entered in the insurance policy.

20.3.1 Voice and image reproduction devices

Voice and image reproduction devices in cars and caravans are objects of insurance only if they are fitted to the motor vehicle or housing in the motor vehicle and, in addition, are connected to the motor vehicle's electric circuit or aerial.

For voice and image reproduction devices, the maximum amount of indemnity payable is EUR 5,000 in Super and Maxi Motor Insurance and EUR 700 in Medium and Mini Motor Insurance. These maximum amounts of indemnity also include installation supplies and costs. The maximum indemnity is not applied to vehicles used for licensed transport.

20.3.2 Telephones

In the case of telephones, only those which are an integral part of the motor vehicle and are in addition connected to the motor vehicle's electric circuit or aerial are objects of insurance. See also clause 20.5.

This exclusion does not apply to helmet phones.

20.4 Heavy vehicles

With respect to lorries, buses, special vehicles etc., objects of insurance are the optional extras and accessories which have been agreed as objects of insurance in the insurance contract and which have been taken into account in determining the premium.

20.5 Non-insurable objects

Non-insurable objects in all motor vehicle groups are

- mobile telephones, with the exception of hands-free devices attached to the telephones
- computers, unless separately agreed in the insurance contract
- equipment and structures intended for competitive use
- pearlescent, decorative and other special paintwork or adhesive tapes, with the exception of stickers and logos related to the company's business. This refers to, for example, supplementary adhesive stickers applied to the vehicle or landscape or other equivalent special paintwork, with the exception of the original paint finish and stickers and logos related to the company's business
- equipment installed contrary to safety or other official regulations

- recordings and video tapes, image discs, spare batteries for telephones, audio, image or other files
- marine containers, tarpaulins, fastening ropes and similar load binders
- tools other than the standard motor vehicle accessories
- clothes and accessories
- fuel
- spare and duplicate parts of motor vehicle components and optional extras of which usually only one exists. In such cases, the insurance covers that part or optional extra which is installed in the motor vehicle
- fixed electric vehicle charging stations installed to a building or property.

Voice and image reproduction devices and telephones are non-insurable objects in motorcycles, snowmobiles, mopeds and quad bikes with the exception of factory-installed fixtures integrated in the vehicle.

20.6 Yellow test registration plates

Insurance for vehicles with yellow test registration plates covers a motor vehicle to which the plates are fixed and which is used for the purpose referred to in section 32 of the Decree on Motor Vehicle Registration.

Insurance for yellow test registration plates is valid in Finland, Sweden, Norway and Denmark.

20.7 Accessories and optional extras in store

The standard accessories and the optional extras referred to in clauses 20.1, 20.2 and 20.4 of the insurance terms and conditions are the object of insurance also when they are not fitted to the vehicle and are stored in a separate shelter.

This does not apply to farm tractors. The shelter must be a locked or covered space or place to which there is no access without keys except by burglary.

A shared garage or other space to which several persons have keys can, in the case of theft, be considered a locked shelter as referred to in clause 22.5 only if it was broken into.

Vehicle tyres and rims in a carport are considered to be locked in accordance with clause 22.5 if they are locked to a fixed structure fitted to the building in such a way that they cannot be removed without breaking the lock.

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.

Burglary refers to a person stealing the locked vehicle tyres by using force and breaking locks or structures in a manner that leaves signs of the burglary.

20.8 Motor vehicle rented without a driver

A motor vehicle rented without a driver is covered by insurance only if separately agreed and so indicated in the insurance policy.

Motor insurance for a motor vehicle rented or loaned without a driver is valid only in the Nordic countries, notwithstanding clause 21 below.

20.9 Persons covered by legal expenses insurance

Persons covered by legal expenses insurance are the owner, keeper and driver of the motor vehicle, each in this capacity.

More details on legal expenses insurance are given in clause 40 of the terms and conditions.

21 Territorial limits

The insurance is valid everywhere in Europe and in Green Card countries outside Europe, except

- in the non-European parts of Russia.
- Theft insurance as part of Medium or Mini Motor Insurance for passenger cars and motorcycles in private use is not valid in Estonia, Latvia, Lithuania, Poland, Russia, Belarus, Ukraine and Moldova. The territorial limits of theft insurance included in Medium and Mini Motor Insurance cannot be extended.
- Emergency road service cover as a part of Medium Motor Insurance is valid only in Finland, Sweden, Norway and Denmark and in transportation between these countries.

22 Coverable losses and related restrictions

22.1 Motor vehicle (own) damage insurance

22.1.1 Coverable losses

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

- the motor vehicle running off the road or turning over
- a road collapse
- a collision, or
- some other sudden and unforeseeable external reason that causes damage to the insured object.

22.1.2 Losses during loading and unloading

The insurance covers sudden and unforeseeable damage to a lorry or trailer platform, lifting or loading appliance or cabin, taking place during loading or unloading.

The restrictions referring to the damage caused by the load (see clause 22.7.6) are not applied to these losses.

22.1.3 Restrictions

The insurance does not indemnify for any breakage of or damage to the object of insurance, or a part or optional extra thereof, which has not occurred in conjunction with damage referred to in clause 22.1.1 or 22.1.2 (see also clause 22.7.5).

22.2 Animal insurance

Animal insurance covers damage caused directly by collision with a deer or elk or any other animal.

Damage caused by trying to avoid a collision with an animal is not indemnified under this insurance and can only be indemnified under motor vehicle (own) damage insurance.

22.3 Vandalism insurance

22.3.1 Coverable losses

Vandalism insurance indemnifies for damage to the object of insurance caused by a wilful act of damage on condition that the time and place where the damage occurred can be determined with accuracy. Wilful act of damage means damaging the object of insurance specifically with intent to damage. (Note! Vandalism insurance does not cover damage types specified in exclusion clause 22.7 below.)

22.3.2 Restrictions

This insurance does not indemnify for any act of vandalism which has occurred during unauthorised use of an unlocked motor vehicle. Nor does the insurance indemnify for any damage caused to the interior of an unlocked motor vehicle while parked.

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. See clause 22.5.

The insurance does not indemnify for any damage caused by another motor vehicle.

22.4 Fire insurance

22.4.1 Coverable losses

Fire insurance indemnifies for fire loss caused by an outbreak of fire or by a short circuit in an electrical device of the object of insurance.

Automatic fire extinguishing system

New buses registered after 1 January 2014 for the first time for licensed transport (motor vehicle categories M3 and M3G) must be equipped with an automatic fire extinguishing system with FK 128 approval. New buses with more than 22 seats and registered after 1 June 2018 for the first time must be equipped with an automatic fire extinguishing system approved by the insurance company. If a bus does not have the above fire extinguishing system, the additional deductible referred to in clause 26.5.1.3 will be applied in fire losses.

22.4.2 Restrictions

Fire insurance does not indemnify for any damage restricted to any of the following: a short circuit in the generator, electric motor, battery or other electrical equipment (e.g. voice or image device) or an engine's control unit, or fire or explosion in the engine or exhaust pipes.

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. See clause 22.5.

22.5 Theft insurance

22.5.1 Coverable losses

Theft insurance will cover loss of or damage to the object of insurance only if:

- the reason was theft of a motor vehicle, a standard accessory or an optional extra that is the object of

insurance, or unauthorised use or theft for temporary use of a motor vehicle as referred to in chapter 28 of the Criminal Code of Finland, or an attempt at any of the above and

- the object of the act was locked at the time in a manner specified in section 22.5.1.1 or kept in a locked shelter (see definition under section 20.7), in a vehicle, trailer, vehicle combination or the equivalent under lock and key, and
- the policyholder or another insured party has called for conviction for the crime committed.

22.5.1.1 Locking requirement in the event of theft

A car, light quadricycle or other motor vehicle with an enclosed body is locked when its body space is closed and locked.

A trailer with a maximum weight of 3,500 kg (vehicle category O1 and O2), a sled or towed equipment is locked when it is locked using a device which prevents it from being coupled to a drawing vehicle, or a lock which prevents the trailer from being moved.

A motorcycle, moped, off-road vehicle or three- or four-wheeler or all-terrain vehicle registered as a tractor is considered locked when its keys have been removed from the vehicle and its steering lock or gear lock is locked or the vehicle's electronic immobiliser is in use; or, in the absence of these, the vehicle is locked using a brake lever lock, chain lock or wire lock intended for the prevention of unauthorised use of the vehicle.

New lorries registered after 1 January 2014 for the first time for licensed transport (motor vehicle categories N2, N2G, N3 and N3G) must be equipped with an electronic immobiliser. Lorries must be locked and the immobiliser activated to prevent theft losses. If a lorry does not have an electronic immobiliser, the additional deductible referred to in clause 26.5.1.2 will be applied in theft losses.

An immobiliser is an electronic device that prevents the vehicle from moving using its motor. This electronic device prevents the start-up of the fuel supply, ignition current or the vehicle in any other way unless the ignition key is in place or the transponder of the electronic locking system is in the immediate vicinity of the vehicle. An electronic identifier to override the locking system may also be a personal PIN or other electronic key.

22.5.1.2 Restrictions

In the event that any of the acts referred to above were committed using a key, 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. 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.

22.5.2 Notifying the insurance company

The insured is obliged to notify the insurance company immediately if the perpetrator of the act has been established or if stolen property has been recovered.

22.6 Consequential Loss Cover with Super Motor Insurance

Clause 54 is applied to Consequential Loss Cover included in Super Motor Insurance.

22.7 Losses not covered by property insurance

Insurance policies under motor vehicle (own) damage, animal, vandalism, fire, theft, consequential loss, windscreen and business interruption (clauses 22.1–22.6, 51 and 54) do not cover

1. damage to some part of or device in the motor vehicle caused by a structural, manufacturing or material fault in the part or device, or by wear and tear, deficient maintenance, or unskilled/careless handling of the part or device. For example, damage occurring in connection with changing car tyres if the car was lifted against the instructions in the user manual, or damage to parts of the electric system if the battery cables were wrongly connected
2. damage to the engine and its optional extras, gears, power transmission or cooling system caused by deficient circulation of oil or coolant
3. damage caused due to breakage, contamination or soiling to the fuel, exhaust aftertreatment (adblue) or hydraulics system/transmission
 - damage caused to fuel, exhaust aftertreatment (adblue) or hydraulics systems or the gear by breakage, contamination or soiling, which causes damage to some other part of the object of insurance, such as the engine
4. 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
5. damage caused by a motor vehicle other than a snowmobile or quad bike that has sunk through the ice on a winter road which is not in public use and which fails to meet the safety requirements of the road authorities
6. damage caused by an item (such as a cigarette), fluid or a person or animal in the vehicle, unless the damage was a direct consequence of events referred to above in sections 22.1–22.5
7. damage caused by excessive strain or overload of the motor vehicle or any of its parts
8. damage due to participation in a competition, training for a competition or driving practice, or damage occurring when otherwise driving on a track for motor vehicles or in an area or section of a road closed to public traffic. (However, compensation is paid if the insured participates in driving practice on a course for driving in the dark or in winter conditions under the guidance of a driving instructor, or in driving practice provided and supervised by an instructor who has completed a defensive driving course (EAK) organised by the Finnish Road Safety Council, by an instructor of a driving school or Suomen moottoripyöräkuljettajat ry (the Finnish Motorcycle Instructors' Association.)
9. loss or damage due to the motor vehicle having been abandoned (see clause 23.2)

10. damage to a burst tyre

11. loss or damage caused by nuclear accident, terrorism, revolution, war, rebellion, shell, mine or any other such reason, or if the motor vehicle has been confiscated or otherwise sequestered by the authorities

12. damage caused by the weight of ice or snow, by frost, rain or rusting, or by corrosion or gradually increasing moisture.

13. damage to a charging station for vehicles powered fully or partially by electricity. The insurance covers only separate charging cables portable to the vehicle.

Motor vehicle insurance does not cover loss or damage coverable on the basis of a guarantee, a product defect or product liability.

23 Safety regulations

The purpose of these safety regulations is to prevent risks and minimise damage.

Safety regulations must be observed. Failure to observe them may result in reduction or disallowance of indemnity (see General Terms of Contract, clause 6).

23.1 Right to drive a motor vehicle

The driver of a motor vehicle must have a valid driving licence issued by the authorities for the vehicle category in question or an age-based right to drive a vehicle. A person driving a motor vehicle may not be tired or ill (see Road Traffic Act, Driving Licence Act).

A motor vehicle must not be given to another person to drive without confirming his/her identity and that he has the right to drive a vehicle of such a category or has an age-based right to drive the vehicle.

23.2 Condition and supervision of motor vehicle

The motor vehicle must be in a roadworthy condition as specified in the relevant rules and regulations, and inspected as prescribed. For example, the tyres and brakes must conform with regulations. The locking devices of the motor vehicle must be in a condition which meets their requirement to provide protection. A motor vehicle which has developed a fault, been damaged, run out of fuel or has had to be abandoned by the roadside for some other reason must be transferred to a safe storage place as soon as possible.

During a stated period of non-use or decommissioning or if, for some other reason, the motor vehicle is not in use for a longer period, the vehicle must be supervised weekly.

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

23.3 Safekeeping of key coding information and recoding of immobilisers

No information enabling the fabricating of keys to the vehicle may be kept in the vehicle or in the storage space of the vehicle, irrespective of their how they are locked.

Should the keys or any similar device needed for starting the vehicle, such as key cards, be lost, the immobiliser must immediately be coded so that the lost keys cannot be used for starting the vehicle. Before coding, the vehicle must have been locked with a mechanical locking device which cannot be opened with the lost key. The insurance company is not responsible for the recoding, nor for the costs of the locking devices.

23.4 Fire safety in the storage place

The vehicle's storage place must not be used for anything that can compromise fire safety, and smoking and the use of a naked flame is also prohibited. Official fire safety regulations and the Decree on the Industrial Handling and Storage of Dangerous Chemicals (59/1999) must be adhered to in the storage place.

23.5 Heating of motor vehicles

In addition to the standard accessories, only a device approved for motor vehicles may be used to heat an engine, power transmission equipment or other parts of a motor vehicle. Adequate circulation of air must be ensured for interior heaters. Placing a cover between the engine and the hood is not allowed.

Approved devices are:

- those mains-operated CE-approved devices which are intended specifically for use in motor vehicles (motor vehicle interior heaters have insulated glow filaments and generally also the text 'car interior heater')
- equipment and apparatus using liquefied gas and approved for motor vehicle use by the Finnish Safety and Chemical Agency (Tukes) and installed by an authorised service provider
- fuel-operated parking heaters (such as Webasto) or equivalent.

23.6 Precautions

When motor vehicles are repaired by welding, cutting or grinding, upholstery and other combustible structures must be removed from a sufficiently large area, and manual extinguishing equipment, and the necessary surveillance, including fire watch, after the work is finished, must be organised at the site. Only electric lighting may be used for lighting the engine space, fuel tank and other parts of the motor vehicle.

23.7 Hand-held fire extinguishers

Buses must be equipped with fire extinguishers that comply with applicable laws and regulations. We recommend that buses also be equipped with an opening through which extinguishing material may be inserted into the engine compartment.

23.7.1 Inspection of extinguishers

Extinguishers must be inspected and maintained only by a maintenance or service professional or 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.

24 Change in circumstances (Increased risk)

The policyholder must promptly notify the insurance company of any essential change occurring during the policy 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.

Such a notification must be made if

- the vehicle is removed from the register
- the vehicle's purpose of use changes
- the vehicle's structure is changed significantly, for example, by putting in a more powerful engine or by reinforcing the original body with a roll bar etc.
- the vehicle will be used in races or for training or experimental purposes
- the vehicle's location of registration changes or the vehicle will be used primarily abroad.

A notification of change must be sent without delay and no later than within the time specified under clause 5.2 of the General Terms of Contract. The same clause details the consequences for the non-fulfilment of this obligation. (Clause 5.2.1 of the General Terms of Contract is applied to policies taken out by companies and institutions, and clause 5.2.2 to those taken out by consumers and businesses comparable to consumers.)

25 Obligations of the insured in an insurance event

25.1 Prevention and limitation of loss or damage

In the case of loss or damage or immediate threat of loss or damage, the insured or persons identifiable with the insured (see the General Terms of Contract, clause 8) are obliged, according to their abilities, to take the necessary action to prevent or limit the loss or damage.

25.2 Investigation of loss or damage at the scene of the accident

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

25.3 Submitting a 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 motor vehicle 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 not 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, it is the owner or possessor of the vehicle that is responsible for the costs arising as a result of the loss.

25.4 Notifying the police

In the case of loss or damage due to fire, theft, vandalism or a collision with some other deer than a reindeer, the insured must immediately report to the local police. If a motor vehicle is stolen or permanently lost abroad, a report must also be filed with the Finnish police.

If the insurance company so requires, a police investigation must be carried out at a later date and the related report submitted to the company. The insurance company pays the costs of any reports it requires.

25.5 Consequences of failure to observe obligations

If the insured

- fails to observe the obligations referred to in clauses 25.1–25.4, or
- fraudulently provides erroneous or deficient information affecting the investigation of the loss or damage, the indemnity may be reduced or disallowed (Insurance Contracts Act, sections 32–72, 69 and 34, 69).

26 Assessment and indemnification regulations

26.1 Scope of indemnity

26.1.1 General

The insurance indemnifies for direct material damage caused by an insurance event. Material damage refers to an object being damaged, destroyed or lost.

The insurance does not indemnify for reduction of value, alterations or improvements made in conjunction with repairs, costs caused by redoing deficient or unsuccessful repairs, washing or any other treatment not connected with the damage, fuel or overtime charges. Only consequential loss cover indemnifies for non-use of a motor vehicle because of loss or damage.

26.1.2 Lifting and transportation costs

In addition to direct material damage, the insurance indemnifies for the cost of lifting the damaged vehicle back onto the road and transporting it to the nearest appropriate repair shop if the vehicle cannot be driven there powered by its own engine.

26.1.3 Loss/damage prevention or limitation

The insurance also covers reasonable costs caused by prevention or limitation of indemnifiable loss or damage which has occurred or was imminent.

26.1.4 Loss of motor vehicle through theft

Theft insurance indemnifies for loss or damage caused directly by losing the vehicle provided that the insured or the police has not been informed of recovery of the object of insurance within 30 days of the time the insurance company was given a copy of a notice of a crime concerning unauthorised use or theft for temporary use of the object of insurance.

Theft insurance also indemnifies for reasonable costs incurred from transporting or returning the motor vehicle as a result of an indemnifiable event referred to in clause 22.5.

26.1.5 Wear and tear to object of insurance

No indemnity is paid for wear and tear incurred from use of the object of insurance or for any fuel used or stolen.

26.2 Determining the indemnity

26.2.1 Fair value

Direct material damage is indemnified up to the fair value of the object of insurance or its part. The fair value is considered to be the cash price which is generally obtainable on the market at the time of the loss for a motor vehicle or its part when sold in the appropriate manner. Current value does not refer to, for example, the selling or asking price set by a dealership, nor to the price credited for a machine when trading it in for a new one, but to a price that several buyers would have been ready to pay for the insured object.

In determining the fair value of a motor vehicle, the insurance company takes account of the current market price of the motor vehicle and its make, its vehicle-specific condition, its accessories, the year when it was first used, the model year, the manner of use, the mileage and other factors affecting the price.

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

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

26.2.2 Loss amount

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

If the damaged property can be repaired at reasonable cost, the loss amount equals the repair costs or an equivalent sum of money.

26.2.3 Repairs

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

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

If, in connection with the repair of the object of insurance, worn, rusted or corroded parts have been replaced by new ones because of damage to them or if such painting, upholstery or other work is carried out that results in a situation where the condition of the vehicle regarding these parts is essentially better than it was previously, this is factored in when calculating the compensation that is reduced accordingly.

26.2.4 Redemption at fair value

If the amount of damage is assessed at over 60% of the fair value of the object of insurance, the insurance company is entitled to redeem the object at that value. See clause 26.3 below.

26.2.5 Redemption at replacement value

Indemnities in excess of fair value payable from redemption at replacement value shall be paid to the policyholder.

Super Motor Insurance

However, the amount of loss in Super Motor Insurance for passenger cars registered for private use is the cash selling price of a new equivalent motor vehicle at the time of the loss or when the vehicle was last for sale if

- the motor vehicle has been in the ownership or possession of the policyholder alone, apart from up to nine-months ownership or possession of one car dealer, and has been covered by comprehensive motor vehicle insurance from the time when it was first registered or should have been registered
- a maximum of three years have passed since the first registration date of the car
- the car has been driven for a maximum of 60,000 kilometres
- the amount of repair costs estimated by the insurance company accounts for over 50% of the cash sale price of a new similar vehicle.

Maxi Motor Insurance

However, the amount of loss for passenger cars, vans, campervans, motorcycles and caravans in Maxi Motor Insurance is the cash sale price of a new similar vehicle at the time of the loss or when the vehicle was last for sale if,

- the motor vehicle has been in the ownership or possession of the policyholder alone, apart from the nine-month maximum ownership or possession period of one car dealer, and has been covered by comprehensive motor vehicle insurance from the time when it was first registered or should have been registered
- a maximum of one year has passed since the first registration date of the vehicle
- the vehicle has been driven for a maximum of 25,000 kilometres, and
- the amount of repair costs estimated by the insurance company accounts for over 50% of the cash sale price of a new similar vehicle.

Other insurance contracts

The condition on redemption at replacement value does not apply to motor vehicles brought to Finland as removal goods with restrictions on sale and usage.

26.2.6 Value added tax

If the owner or keeper of a motor vehicle is or has been entitled, under the Value Added Tax Act, to deduct in their own value added taxation the value added tax or the equivalent foreign consumption tax included in purchase invoices for goods or services arising from the loss or to

have the tax refunded, the said tax is deducted from the indemnity.

The indemnity paid in the form of redemption is reduced by an amount corresponding to the value added tax in cases where the insured would be liable to pay tax on the sales price of the vehicle if the vehicle 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 legislation.

26.3 Payment of indemnity

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

- paying 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 replacement value in cases referred to in clause 26.2.5 and otherwise for its fair value before the loss, or
- replacing a similar vehicle 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 what repair shop or source of supply to use, and for this purpose the insured party must contact the insurance company. However, if the repair or purchase is made in a shop other than that indicated by the insurance company, the maximum compensation equals the amount that the repair or purchase would have cost in a shop indicated by 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 motor vehicle or any of its parts transfers its ownership to the insurance company. Ownership of the redeemed vehicle must be transferred to the insurance company in writing. Compensation for redemption is paid provided that any registration documents and keys of the motor vehicle as well as keys to all devices designed to prevent unauthorised use of the motor vehicle, and any user manuals, codes and control devices necessary for using any accessories, 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.

The refunded or lowered motor vehicle tax is deducted in full from the compensation for redemption at replacement value.

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.

26.4 Sum insured

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

26.5 Deductibles

26.5.1 General

In all losses coverable under these insurance terms and conditions, the insured is responsible for a deductible for each loss event.

26.5.1.1 Special deductible: Overhead obstacle

If the loss is caused by the motor vehicle, its part or the load in the motor vehicle coming into contact with an overhead obstacle, the policyholder's deductible is, notwithstanding clause 26.5.1, 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 only applies to lorries (vehicle categories N2, N2G, N3 and N3G), trailers (O3 and O4) and buses (M2, M2G, M3 and M3G).

This clause does not apply to cases where the damaged motor vehicle was transported loaded onto another motor vehicle.

26.5.1.2 Special deductible: Additional deductible with theft insurance

If the loss is caused by the motor vehicle referred to in clause 22.5.1.1 being stolen when it did not have an immobiliser at all or it had not been engaged, the policyholder's deductible is, notwithstanding clause 26.5.1, 25% of the coverable loss amount, but not less than the amount of the deductible applied under motor vehicle own damage insurance and no more than EUR 10,000.

This special deductible is only applied to lorries referred to in clause 22.5.1.1, Immobiliser.

26.5.1.3 Special deductible: Additional deductible with fire insurance

If the loss is caused by the motor vehicle referred to in clause 22.4.1 burning when it did not have an approved automatic fire extinguishing system, the policyholder's deductible is, notwithstanding clause 26.5.1, 25% of the

coverable loss amount, but not less than the amount of the deductible applied under fire insurance.

This special deductible is only applied to buses referred to in clause 22.4.1.

26.5.2 Simultaneous vandalism and theft

If an insured object is both vandalised and stolen, only one deductible is subtracted from the amount of compensation.

However, if a burglar alarm has been fitted and employed and something inside the vehicle is stolen while the vehicle is in Finland, no deductible will be subtracted. (In cases of vandalism, the deductible will be subtracted.)

26.5.3 Legal expenses insurance

A deductible is subtracted from the indemnity to be paid from legal expenses insurance as stated in its special terms and conditions.

26.5.4 Theft loss deductible

The deductible in theft losses occurring outside the Nordic countries within the territorial limits of the insurance is double that in theft insurance.

If the insurance event occurs in Estonia, Latvia, Lithuania, Poland, Russia, Belarus, Ukraine or Moldova, the deductible for passenger cars (not campervans) and motorcycles is 20% of the amount of loss, however, always a minimum of EUR 600.

26.5.5 Medium Motor Insurance vandalism deductible

The deductible in loss events coverable under Medium Motor Insurance occurring outside the Nordic countries within the territorial limits of the insurance is double the amount stated in the insurance policy.

26.5.6 Subtraction order of deductibles

Deductibles and reductions are subtracted from the loss amount in consecutive calculations in the following order:

- value added tax
- motor vehicle tax
- outstanding debt of financed vehicle
- basic deductible
- any reduction in indemnity
- percentage deductible.

26.6 Preliminary measures by the insurance company

Loss assessment, advice on a garage or other technical investigation of the loss carried out by the insurance company is no proof of the insurance company's liability.

30 Emergency road service insurance

30.1 Coverable losses

The purpose of the emergency road service insurance is to indemnify, under these terms and conditions, for any extra costs caused within the territorial limits of the insurance by the interruption of a trip begun with the insured motor vehicle, provided that the interruption is due to a fault incurred in or damage to the vehicle, theft of a locked vehicle, unauthorised use or theft for temporary use.

'Trip' here refers to a trip that has been started with the insured motor vehicle from the point of departure to the planned destination, including short stops along the way.

30.2 Object of insurance

The object of the emergency road service insurance is the vehicle listed in the insurance policy and any trailer that is taken along.

30.3 Those insured

Those insured under this policy is the driver of the vehicle and the passengers in the vehicle. The primary right to compensation for travelling costs and other extra costs is held by the vehicle owner and keeper if they were taking part in the trip. If not, it is the driver of the vehicle who is primarily entitled to any compensation.

30.4 Restrictions

The insurance does not cover any loss incurred by

- running out of fuel
- running out of electricity if the vehicle is powered by electric energy
- deficient maintenance of the vehicle or any of its parts or excess strain on the vehicle
- the motor vehicle having sunk through the ice on a winter road other than one in public use and meeting the safety requirements of the road authorities
- losing keys or locking them in the vehicle
- participation in a competition, in training for a competition or in driving practice, or loss or damage occurring when otherwise driving on a race track or in an area or section of a road closed to public traffic (see clause 22.7, subparagraph 7).

Indemnity can be reduced or disallowed if the loss or damage was caused by the insured, or a person identifiable with the insured in clause 8 of the General Terms of Contract, through failure to observe the safety regulations in clause 23 of these terms and conditions, or the insured or person identifiable with the insured has caused the loss or damage in circumstances defined in clause 7 of the General Terms of Contract.

The amount of the costs to be indemnified must be proved with an appropriate receipt. When submitting a claim for indemnity on account of damage to or a fault in a motor vehicle, the claimant must be able to present an attestation from the repair shop upon request. The insurance company must also be provided with any other documents it may require.

30.5 Indemnification regulations

30.5.1 Vehicle towing costs within the territorial limits

Emergency road service insurance indemnifies for the cost of lifting the motor vehicle back onto the road or towing an unroadworthy motor vehicle to the nearest garage. Instead of towing costs, indemnification can cover the fitter's labour and travel costs if the damage or fault is repaired at the site; not, however, exceeding the cost of towing.

Costs arising from towing performed by privately owned passenger car are indemnified according to applicable

tax-exempt kilometre allowance without the increased allowance (in cents per kilometre) up to a maximum of EUR 100 per insurance event.

Pohjola Insurance has the right to designate the service provider in losses that require emergency road service and/or towing. Towing or roadside assistance must be requested from a partner designated by the insurance company at vahinkoapu.pohjola.fi/en or by calling the Pohjola Insurance vehicle emergency service on 0303 0303. The aforementioned costs are covered up to the contract price of Pohjola Insurance's towing service partner.

30.5.2 Travel costs within Finland

The vehicle's and driver's travel expenses to his home or the point of departure or destination, and those of the passengers to the point of departure or destination will be compensated if

- the motor vehicle was repaired and made roadworthy but this took so long that it was necessary to continue by some other means of transport
- the motor vehicle was stolen and remained missing for so long that it was necessary to continue by some other means of transport
- the vehicle was damaged beyond repair.

30.5.2.1 Maximum indemnity

Travel expenses to the point of destination and destination and any extra accommodation costs are only indemnified up to the amount which a trip back home could incur. Travel and other extra expenses are indemnified for a total of up to EUR 200.

However, emergency road service insurance included in Super Motor Insurance covers travel expenses and extra accommodation costs for up to a total of EUR 500.

30.5.3 Travel costs abroad

The driver's travel expenses to his home or the point of departure or destination, and those of the passengers to the point of departure or destination, or extra accommodation costs, will be compensated if

- the motor vehicle was repaired but repairs to restore its traffic safety took more than three (3) working days, as a consequence of which the trip had to be continued by some other means of transport
- a motor vehicle that has been damaged and rendered unroadworthy will be repaired in Finland
- the motor vehicle was stolen and the trip had to be continued by some other means of transport
- the vehicle was damaged beyond repair.

The insurance also indemnifies for the costs of transporting a motor vehicle from abroad to its domicile, provided that leaving the vehicle abroad was necessary owing to the driver's illness, accident or death.

If the repairs to restore the motor vehicle into a condition that complies with traffic safety require up to three working days, the insurance indemnifies reasonable extra accommodation costs.

30.5.3.1 Maximum indemnity

The insurance indemnifies for the costs of travel and transportation using the cheapest means of transport within the territorial limits of the insurance but not exceeding the cost of the trip back home.

30.5.4 Travel and transport arrangements abroad

If the loss or damage occurred outside the Nordic countries, the trip or transportation is arranged through the Pohjola Insurance vehicle emergency service.

30.5.4.1 Indirect loss or damage

When the insurance company or Pohjola Insurance vehicle emergency service on request gives assistance in a loss event, it is not responsible or liable for loss or damage which

- is a consequence of the assistance measures
- was sustained during transportation by the motor vehicle, or the driver's or passenger's luggage or other property belonging to the same, unless the damage was caused by a driver arranged by the insurance company or Pohjola Insurance vehicle emergency service, or
- is a consequence of a delay in the transportation.

30.5.5 Rental car expenses abroad under Super Motor Insurance

30.5.5.1 Territorial limits

Rental car expenses under Super Motor Insurance can be indemnified in EEA countries outside Finland.

30.5.5.2 Object of insurance

The object of insurance is the passenger car specified in the insurance policy, insured under Super Motor Insurance.

30.5.5.3 Purpose of insurance

The purpose of the insurance is to cover rental car expenses instead of travel expenses for the driver and passengers (see clause 30.5.3).

We indemnify expenses of an available rental car which has regular accessories and is no larger than the insured passenger car specified in the insurance policy.

If the rental car is damaged and the deductible for its insurance is higher than the deductible of an equivalent insurance policy for the insured car, the policy will indemnify the deductible difference.

An advance agreement must always be made with Pohjola Insurance vehicle emergency service on car rental. The rental car must be returned to the rental company as instructed by Pohjola Insurance vehicle emergency service.

If the car referred to in the insurance policy is repaired abroad, the journey must be planned so that it can be picked up once it is fixed.

30.5.5.4 Exclusions

Fuel, excess waiver insurance and other voluntary payments related to the rental car are not covered.

30.5.5.5 Maximum indemnity

Rental car costs are covered to up to EUR 1,200 over a maximum of seven days.

30.6 Deductible

There is no deductible on indemnity paid from emergency road service insurance.

40 Legal expenses insurance

40.1 Those insured

Those insured include the owner, keeper or driver of the vehicle, working machine or piece of equipment specified in the insurance policy, each in this capacity.

40.2 Territorial limits, courts of law and boards

The insured person may use the policy for matters that are processed in Finnish district courts or equivalent foreign courts in countries listed under clause 21 and their appellate levels. The policy may only be applied to the appellate levels of such courts of law if permission for pursuing the case further has been granted.

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

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

40.3 Coverable insurance events

The insurance compensates expenses detailed below when

- the insured is the defendant in a case concerning the endangerment of traffic safety, negligent causing of a bodily injury or involuntary manslaughter. In cases of the insured causing a serious traffic hazard, compensation will only be paid if the charge is dismissed by a legal decision or at least inasmuch as the defendant is accused of being guilty of such.
- the insured person is the complainant, or the claimant in a criminal case
- when the insured person is the plaintiff or defendant in a civil case concerning the ownership, repair, maintenance or insurance compensation of the insured person's vehicle, working machine, piece of equipment or their parts if the insured person or the counterpart has challenged the claim either in terms of grounds or the amount.

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

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

- two or more people covered by this insurance are on the same side, or

- the insured party has several civil or criminal cases pending which are based on the same event, circumstance, legal act or legal offence, or which are based on the same or similar claim with different grounds.

Exclusions:

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

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

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

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

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

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

40.4 Measures to be taken on the occurrence of an insurance event

If the insured wishes to use the insurance, they must notify the insurance company in advance and in writing.

The insured person must be represented by a solicitor, public legal aid counsel or other such lawyer who has the right to act as a representative or legal aid counsel in Finland or country referred to in clause 21. No expenses of any other legal aid counsel will be compensated.

40.5 Indemnification regulations

40.5.1 Deductible and maximum indemnity

The deductible specified in the policy document is subtracted from the coverable expenses.

The maximum indemnity for each loss is EUR 10,000.

40.5.2 Coverable expenses

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

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

Exclusions:

The insurance does not cover

- any extra costs caused by changing legal counsel
- costs of acquiring expert legal opinion
- costs incurred from reporting a criminal offence or making a request for investigation, or from pre-trial investigation of a criminal case

- expenses incurred from the preliminary investigation of a case or from the investigation or handling of such a disputed case as a result of which the insured justifiably waives the claims
- expenses arising from the enforcement of a ruling or decision.

40.5.3 Claiming legal expenses

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

40.5.4 Prohibition of admission of legal expenses

The insured is not entitled to approve, in a manner that would be binding on the company, the amount of expenses incurred due to handling the case.

40.5.5 Common interest

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

40.5.6 Amount of indemnity

The expenses indemnified under the insurance are determined in accordance with the relevant provisions of the Code of Judicial Procedure and the Act on Criminal Proceedings, taking into account the expenses ordered to be paid and actually paid in similar cases. However, the coverable expenses come to a maximum of the amount which the court orders the insured person's adverse party to pay, unless the court has specifically concluded, on the basis of the grounds appearing from its decision, that the insured must personally bear his/her expenses, in part or in full, to his detriment.

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

40.5.7 Payment of indemnity

Pohjola Insurance will indemnify for the insured person's expenses after a legal ruling has been issued or a settlement has been reached. Final compensation is paid after the insured party has, in response to Pohjola Insurance's demand, proven to have paid the deductible for the costs into the same bank account of the legal counsel into which any indemnity from the insurance is to be paid.

40.5.8 Value added tax deduction

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

40.5.9 Refund of legal expenses and transfer of claim

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

50 Supplementary insurance cover

51 Windscreen insurance

51.1 Purpose of insurance

The purpose of the insurance is to indemnify for damage caused to a glass windscreen or window (including the sunroof or glass roof) of the motor vehicle covered by the policy that resulted from a direct impact, making it necessary for reasons or traffic safety to have it renewed.

51.2 Deductible

A deductible agreed on in the policy will be subtracted from the indemnity paid from the insurance. The same deductible will be subtracted even if the windscreen or window is repaired instead of replaced.

53 Financial insurance

53.1 Purpose of insurance

Financial insurance has been designed to safeguard the interests of the car dealer who sold the vehicle, the leasing lessor (not applicable to renting), the pledgee and the holder of a motor vehicle mortgage.

If the loss is not indemnified as specified in clause 22.5 because the object of the act was not locked or kept in a locked or guarded shelter when the act was committed or if the indemnity under clause 22.3.2 or subclauses 2–5 and 7–8 of clause 22.7 of the terms and conditions is disallowed or the indemnity reduced, the motor vehicle seller, leasing lessor, pledgee or mortgagee is entitled to indemnity under this policy.

The above parties are also entitled to indemnification if the loss or damage as per clauses 22.1 or 22.2 has occurred while using the vehicle in traffic during a pre-notified period of non-use (see clause 61.2).

53.2 Validity of insurance

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.

53.3 Calculation and payment of indemnity

53.3.1 Deductible

In all loss events, the policyholder is responsible for a deductible equal to the deductible applied in similar loss events indemnified from the basic part of the insurance.

The deductible is subtracted from the total amount of loss as determined by the basic part of the insurance and this supplementary insurance and applies to the same loss event only once.

53.3.2 Determining the indemnity

The indemnity constitutes the part disallowed or deducted from the basic part of the insurance for a loss as set out in clause 26.2 less the deductible.

53.3.3 Maximum indemnity

The indemnity payable from the insurance cannot exceed the receivables as specified by the terms of the hire purchase contract with the seller or the pledgee's receivables or the unpaid portion of the loan granted against a motor vehicle mortgage at the time of loss.

The seller, leasing lessor or pledgee is responsible for submitting to the insurance company a calculation for their receivables for the damaged motor vehicle.

No indemnity is paid for failure to pay instalments of receivables.

The replacement value condition referred to in clause 26.2.5 is not applied to this insurance.

53.4 Other applicable insurance terms and conditions

In all other cases, the terms and conditions of the comprehensive motor vehicle insurance apply.

54 Consequential loss cover

54.1 Coverable losses

Business interruption insurance covers indemnifiable non-use days of the insured motor vehicle following motor vehicle (own) damage and animal, vandalism, glass, fire or theft losses (clauses 22.1–22.5 and 51), in so far as no corresponding per diem indemnity has been paid for the same period from motor third party liability or general liability insurance. (See clause 54.6.)

54.1.1 Consequential loss cover of Super Motor Insurance for passenger cars

Consequential loss cover included in Super Motor Insurance for passenger cars covers a replacement car for non-use days of the motor vehicle if the non-use days are due to an interruption of journey caused by:

- the loss events mentioned in clause 54.1 and no per diem indemnity is paid; or
- a technical fault of the motor vehicle that immediately prevents driving and causes the vehicle to become unroadworthy.

A replacement car is compensated for non-use days only if the fault is repaired at a repair shop generally providing maintenance and repair services.

54.2 Those insured

The insurance is valid for the benefit of the policyholder.

54.3 Non-use days

Business interruption insurance covers days when the motor vehicle was unroadworthy or at the repair shop for repairs, or days on which it was not available for use as a result of theft, unauthorised use, or theft for temporary use of the vehicle until

- the stolen vehicle is returned to the policyholder
- the vehicle is ready to be picked up at the repair shop
- the insured is indemnified for the current value of the vehicle, or
- the insurance company has acquired another vehicle for the insured or the insured has acquired one himself/herself.

In the case of loss or damage caused by theft, the number of non-use days is, however, calculated from the date the insurance company received a copy of the report of an offence issued by the police.

If the actual date of the loss event is not known, the date on which the loss was detected is considered to be the date of the loss event.

54.3.1 Replacement car costs in consequential loss cover of Super Motor Insurance for passenger cars

The policy covers the rental costs of a standard-equipped vehicle for the maximum period stated in clause 54.5.1 of the insurance terms and conditions.

For a replacement car, the consequential loss cover of super motor insurance for passenger cars covers, at most, a car rental class C or a similar size estate variant (e.g. VW Golf, Ford Focus, Opel Astra).

The policyholder or insured person cannot influence the choice of power transmission (e.g. four-wheel drive), driving power (e.g. diesel or electricity) or transmission (e.g. automatic transmission) of the replacement car selected; instead, these are determined by the insurance company.

The insurance company is entitled to specify which service provider shall be used to hire the vehicle. If the vehicle has been rented from a service provider other than the one designated by the insurance company, the insurance company will pay, at most, the rental costs in accordance with the contract price list of the designated service provider. The service provider is responsible for any prevention or delay in the delivery of the rental car as well as the obligations related to the contract between the car rental and the customer.

The policy covers rental costs only when the replacement car is rented in Finland.

54.3.2 Coverable time period

The right to use a replacement car begins from

1. the time the loss event mentioned in clause 54.1 occurred if the vehicle has been damaged to the extent that it is unroadworthy, or if the vehicle is no longer under the insured's control due to a theft and a copy of report to police has been submitted to the insurance company
2. the start date of repair work if the vehicle is roadworthy after the above-mentioned loss event

3. the time the technical fault that caused the vehicle to become unroadworthy occurred. However, the right to use a replacement car will begin at the earliest when the policyholder has informed the insurance company of the coverable insurance event.

The right to use a replacement car ends and the replacement car must be returned after the repair work has been completed. In a redemption situation, clause 54.5 will apply.

54.4 Restrictions

Non-use days do not, however, include additional days/time of non-use caused by

- negligence or other actions on the part of the insured or the repair shop
- a national labour dispute, or
- the fact that some temporary repair measure was not taken through which the vehicle could have been made roadworthy before the actual repair work was begun.

Indemnity under consequential loss cover is not paid if, after subtracting the deductible in property loss, no indemnity remains to be paid.

54.4.1 Restrictions on replacement car compensation

The insurance does not indemnify for loss or damage caused by

- running out of fuel
- running out of electricity if the vehicle is powered by electric energy
- regular maintenance measures or neglected regular maintenance measures of the vehicle; or
- a driving ban marked solely in the vehicle register.

54.5 Period of indemnification

Indemnity is paid for a maximum of 40 days for a motor vehicle undergoing repairs (30 days with the consequential loss cover of the Super Motor Insurance). If the vehicle is written off, compensation will be paid for a maximum of 14 days. If the motor vehicle has been stolen and is not found, indemnity is paid for a maximum of 40 days (30 days with the consequential loss cover of the Super Motor Insurance). If the motor vehicle has been stolen and it is found damaged in such a way that it can be repaired or redeemed, indemnity is paid for the period the vehicle was stolen and for the period of repair or redemption, up to a total of 40 days (30 days with the consequential loss cover of the Super Motor Insurance). Indemnity for the waiting period prior to repair or during interruption in the repair of a motor vehicle damaged to the extent that it is unroadworthy is paid for a maximum of 7 days. With respect to the said maximum period, the reason why the repair of the motor vehicle was interrupted or prevented is irrelevant.

If the repair is delayed owing to a wait in getting spare parts, indemnity is paid only for the spare parts that are essential for getting the vehicle roadworthy.

54.5.1 Maximum indemnity period

Under consequential loss insurance, the maximum number of coverable non-use days is 40 days, while in the Conse-

quential Loss Cover with Super Motor Insurance it is 30 days.

In insurance events that are covered based solely on a technical fault in the vehicle, the insured has the right to continuously use a replacement car for a maximum of 7 days. This right will end on the eighth day as of the date when the technical fault was discovered.

54.6 Coordination of indemnities

The corresponding per diem indemnity paid to the insured for the same period under motor third party liability insurance or liability insurance is deducted from the daily indemnity paid under consequential loss cover.

In the event that the insured is entitled to indemnity for car rental costs for the same period under motor liability or general liability insurance, indemnity will only be paid for that portion of the rental costs which remains to be paid by the insured himself. The maximum indemnity payable per day will not, however, exceed the agreed daily indemnity.

Fuel, additional payment to cancel the deductible or other voluntary payments related to car rental are not, however, indemnified.

The insured person's right to compensation from a liable party for days of non-use is transferred to the insurance company up to the amount of indemnity paid.

55 Fraud insurance

55.1 Purpose of insurance

Fraud insurance is a supplementary insurance policy for rented or leased motor vehicles in the case of loss of the vehicle.

The purpose of this insurance is to indemnify for the loss caused to the insured by loss of the object of insurance as referred to under the motor vehicle insurance terms and conditions and these special terms if both of the conditions below are fulfilled

- a rented motor vehicle has not been returned to the lessor by the agreed time or at the termination of the original leasing contract as a result of fraud or embezzlement committed by the lessee, and
- the vehicle has not been found and more than 30 days have passed since the insurance company received a copy of the notice made to the police concerning failure to return the vehicle.

This insurance does not cover the cost for the repair or return of the vehicle.

55.2 Object of insurance

The object of insurance is a passenger car or van, camper-van or caravan entered in the policy and leased or handed over for public use without a driver against a charge and on which agreement has been reached that it will be used only in the Nordic countries.

55.3 Validity of insurance

In cases of renting or leasing, the insurance is valid if

- the lessee has a regular domicile or known address in Finland and

- the lessee has provided proof of identity with a driving licence from which the lessee's full name and personal identity number 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.

The insurance cover is valid only in the Nordic countries. Only one set of keys may be given to the lessee.

55.4 Obligations of policyholder in conjunction with loss event

If the motor vehicle has not been returned by the agreed time entered in the rental agreement, the policyholder must without delay report the matter to the police and demand punishment for the crime committed. Moreover, the policyholder is responsible for taking all available action to recover the vehicle.

55.5 Determining the indemnity and deductibles

The amount of loss is the current value of the vehicle at the time of renting or, in the case of leasing, the current value of the vehicle at the termination of the original leasing contract, taking into account the deduction made possible by the Value Added Tax Act. The amount of indemnity is the amount of loss less the deductible.

In cases of leasing, the policyholders deductible is 10% of the amount of loss in every coverable loss event.

In cases of renting, the deductible is 20% of the amount of loss or, if all the motor vehicle's windows have safety markings on the glass, the deductible is 10%.

55.6 Other applicable insurance terms and conditions

In all other cases, the terms and conditions of the comprehensive motor vehicle insurance apply.

56 Tow insurance

56.1 Content of the insurance

Tow insurance is a supplementary cover as agreed and specified in the policy document.

If the difference between a bus's first year of service entered in the register and the starting year of the policy is less than 15 years, tow insurance may be included in a new Maxi Motor Insurance policy as a supplementary cover. If tow insurance has been included in a bus's Maxi Motor Insurance, it will cease to be valid once the difference between the vehicle's first year of service and the new policy period exceeds 15 years.

The tow insurance for motor vehicles other than buses will not automatically expire.

56.2 Purpose of insurance

Under these terms and conditions, the insurance indemnifies against extra costs caused by the interruption of a trip begun with the insured motor vehicle, provided that the

interruption is due to a fault incurred in or damage to the vehicle.

By motor vehicle we here refer to a towing vehicle insured under this policy.

Pohjola Insurance has the right to designate the service provider in losses that require emergency road service and/or towing. Towing or roadside assistance must be requested from a partner designated by the insurance company at vahinkoapu.pohjola.fi/en or by calling the Pohjola Insurance vehicle emergency service on 0303 0303. The aforementioned costs are covered up to the contract price of Pohjola Insurance's towing service partner.

56.3 Object of insurance

The object of insurance is a motor vehicle entered in the insurance policy and the vehicle register of Finnish Vehicle Registration (AKE), and the trailer connected to it at the time of accident.

56.4 Territorial limits

The insurance is valid everywhere in Europe and Green Card countries outside Europe, excluding the areas of Russia outside the European continent.

56.5 Coverable insurance events and restrictions on liability for damages

56.5.1 Cost of transporting a motor vehicle

56.5.1.1 Motor vehicle recovery and towing expenses

The insurance indemnifies the costs of recovering the motor vehicle back onto the road or towing an unroadworthy vehicle to the nearest garage for repairs.

56.5.1.2 Cost of transporting a trailer

The insurance indemnifies the expenses of lifting or transporting a trailer connected to the towing vehicle at the time of accident to the same place as the towing vehicle provided the expenses incurred from the towing vehicle are indemnified according to clause 56.5.1.1.

56.5.1.3 Maximum indemnity

Expenses referred to under clauses 56.5.1.1–56.5.1.2 are indemnified to up to EUR 5,000 per insurance event.

56.5.2 Driver's expenses

56.5.2.1 The vehicle driver's travel expenses and other extra expenses when the loss takes place in Finland

The insurance covers the driver's travel expenses from the scene of accident to their domicile, point of departure or destination if the trip cannot be continued because

- the time required to repair the damaged vehicle or restore its roadworthiness is deemed so long that the vehicle must remain at the garage and the trip must be continued by other means
- a locked vehicle was stolen and the trip must be continued by other means.

Another alternative is to indemnify overnight costs up to the amount of the travel expenses until the vehicle has been repaired.

The costs of travel and transportation listed in clause 56.5.2.1 using the cheapest means of transport will be indemnified up to the costs of the trip to the driver's domicile. Expenses referred to under clause 56.5.2.1 are indemnified for up to EUR 200 per insurance event.

56.5.2.2 Driver's travel expenses and other extra expenses in losses outside Finland

If the repairs to restore a motor vehicle into a condition that complies with traffic safety take up to working days, the insurance indemnifies for any extra overnight costs.

If the repairs to restore a motor vehicle into a condition that complies with traffic safety take more than three working days or if the locked vehicle has been stolen during the trip or been missing for at least 24 hours, the driver's travel expenses by other means of transport will be compensated for from the scene of loss to the driver's domicile, point of departure or destination.

The costs of travel and transportation listed in clause 56.5.2.2 using the cheapest means of transport will be indemnified up to the costs of the trip to the driver's domicile. Expenses referred to under clause 56.5.2.2 are indemnified for up to EUR 1,000 per insurance event.

56.5.3 Receipts for expenses, and itemised repair bill

The amount of costs to be indemnified must be proved with appropriate documents. Travel, transportation and other receipts must be submitted to the insurance company. The insurance company must also be provided with any other documents it may require. When submitting a claim for indemnity owing to damage to a vehicle, the insured must present an itemised repair bill.

56.5.4 Restrictions to liability for damages

The insurance does not cover loss or damage caused by

- running out of fuel
- tyre damage
- deficient maintenance of the vehicle or any of its parts or excess strain imposed on the vehicle
- failure to start or move the motor vehicle because of frost, rain or other weather conditions
- the motor vehicle having sunk through the ice on a winter road other than one in public use and meeting the safety requirements of the road authorities
- the keys getting lost, breaking or being left inside a locked vehicle.

Neither will the insurance cover

- travellers' expenses
- any loading, unloading or transportation costs concerning the vehicle and/or trailer connected to it
- any expenses caused by the driver or passenger getting ill, having an accident or by other similar reason
- any expenses covered by the property section of the comprehensive motor vehicle insurance, motor liability insurance, general liability insurance or road transport liability insurance

- loss of income, driver's daily allowance or any other salary expenses or expenses caused by interruption of operations, higher rental expenses or any other additional costs arising from the loss event other than the direct and extra expenses referred to herein concerning the vehicle's transport expenses or the driver's travel or overnight costs
- any costs, such as overnight or travel expenses, which would have been caused even without the insurance event.

56.6 Deductible

The policyholder must subtract a deductible of EUR 350, or any other deductible entered on the policy or one that has been sent to the policyholder in writing, from each insurance event taking place outside Finland that is covered by these special terms and conditions.

56.7 Other terms and conditions

In situations not covered by these special terms and conditions, the General Terms of Contract and comprehensive motor vehicle insurance terms and conditions will apply, with the exception of clause 30 (Emergency road service insurance).

58 Business interruption insurance in the case of machinery breakdown

58.1 Purpose of insurance

The purpose of the insurance is to indemnify, under the conditions below, for the non-use days of a vehicle entered in the policy resulting from sudden and unforeseeable damage to the engine, to an accessory installed either directly or permanently on the engine, to the gearbox, to the power transmission or to a breath alcohol ignition interlock device approved by the Finnish Transport and Communications Agency Traficom.

58.2 Validity

If the difference between the starting year of the policy and the first year of service entered in the register is over 3 years, business interruption insurance in the case of machinery breakdown may not be granted for the new policy. A vehicle's business interruption insurance in the case of machinery breakdown will cease to be valid at the beginning of the insurance period when the difference between the vehicle's first year of service and the new policy period exceeds 3 years.

In order for the policy to be valid, the vehicle must have been maintained regularly according to the manufacturer's or importer's instructions, with the manufacturer's or importer's warranty regulations and care instructions adhered to.

58.3 Indemnification regulations

58.3.2 Scope of indemnity

Non-use days are considered to be full days (24 hours) from the insurance event date until the vehicle is ready at the garage to be handed over or the policyholder is given

another vehicle, with the day the policyholder received the vehicle inclusive.

The number of non-use days must be proved with appropriate documentation, indicating why the vehicle was in the garage, the repairs that were done (work order or equivalent) and the spare parts used. The customer must obtain the above documentation and append it to the loss report, with any other documentation the insurance company may require. The insurance company must also be provided with any other documents it may require. The policyholder must ensure that the repair is completed within a usual time frame.

58.3.3 Restrictions to liability for damages

Business interruption insurance in the case of machinery breakdown does not cover:

- non-use days of the vehicle owing to damage caused by normal wear and tear, poor maintenance, excessive strain or careless handling
- non-use days of the vehicle owing to regular or other maintenance
- damage caused by water, if the vehicle is driven on a road or area covered by water.

The insurance will not indemnify for an increase in non-use days caused by the policyholder's carelessness or any other action or neglect nor for any extension caused by a national labour dispute or a need to re-repair defective repairs. If the vehicle could have been repaired into road-worthy condition fulfilling traffic safety requirements with a temporary repair, the insurance will not indemnify for the extra time caused by waiting for the repair to begin.

Indemnification will not be paid for non-use days of a road-worthy vehicle that fulfils traffic safety requirements except for the period when the vehicle is actually being repaired.

No per diem indemnity will be paid if the policyholder is entitled for equivalent compensation for the same period on the basis of the vehicle or equipment warranty or similar cover or motor liability, general liability, consequential loss or other insurance.

No per diem indemnity will be paid if the policyholder was involved in a road accident.

58.3.4 Calculation and payment of indemnity

Each loss event has a qualifying period entered in the insurance policy.

A per diem indemnity is paid for non-use days in excess of the qualifying period, the amount of the indemnity being agreed separately and stated in the insurance policy.

58.3.5 Maximum amount of compensation

In business interruption insurance in the case of machinery breakdown, non-use days will be indemnified up to the maximum number entered in the insurance policy.

58.4 Other terms and conditions

In situations not covered by these special terms and conditions, the General Terms of Contract and comprehensive motor vehicle insurance terms and conditions apply.

59 International third-party motor liability insurance

59.1 Those insured

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

59.2 Territorial limits

The insurance is valid in Green Card countries outside the European Economic Area (EEA), with the exception of Iran, Tunisia and Morocco.

59.3 Coverable insurance events

The insurance covers bodily injury and material damage caused to a third party by the motor vehicle used in traffic abroad and specified in the insurance policy, for which the insured party is liable by motor liability insurance legislation of the country in question, or equivalent law, provided that such liability derives from an act or negligence that has taken place during the insurance period. Compensation will be paid inasmuch as the party suffering loss is not entitled to compensation from motor liability, accident or some other insurance or equivalent foreign insurance, other claim settlement system or law.

59.3.1 Losses excluded from cover

The insurance does not cover

- loss or injury suffered by the insured party or a passenger in the vehicle
- loss or damage for which the insured party is liable by virtue of an agreement, engagement, promise or warranty
- damage caused to the load or other property or sold but undelivered goods in the vehicle
- damage to property that was in the possession of, borrowed by or otherwise at the disposal of the insured party
- damage to property that was being manufactured, installed, stored or otherwise being handled by or in the care of the insured party or a third party on behalf of the insured party when the damage occurred
- loss or damage that occurred at an airport.

59.4 Maximum indemnity

For each loss event, the maximum indemnity is EUR 100,000 for bodily injuries and EUR 50,000 for material damage. These amounts include any costs that may arise from legal proceedings.

Multiple loss or damage caused by a single act, neglect or circumstance is regarded as a single insurance event, regardless of whether the losses were discovered during one or several insurance periods. If such losses are discovered during different insurance periods, they will be attributed to the insurance period in which the first loss/damage was discovered.

59.5 Deductible

In each insurance event, the policyholder is liable to pay an amount of the coverable loss or deductible as specified in the insurance policy.

59.6 Obligations of the insured in an insurance event

The insured party is obliged to promptly notify the insurance company of the loss or damage and to provide the company with any documents and information relevant to the claims settlement.

If the insured party wishes to use the insurance, he must inform the insurance company thereof in advance. In such a case, the insurance company will send the insured party a claim settlement decision.

59.7 Assessment and indemnification regulations

The insured party shall give the insurance company the opportunity to assess the loss or damage and contribute to reaching an amicable settlement.

The insurance company has the right to appoint or approve a party that attends to the loss/damage or claims affair, and for this purpose the insured party shall contact the insurance company.

The insurance company shall investigate whether the insured party is liable to pay damages for the reported loss event and shall negotiate with the claimant. If the insured party makes good the loss, agrees thereon or accepts the claim, this will not be binding on the insurance company.

If an insurance event gives rise to legal proceedings, the insured party must promptly notify the insurance company thereof. The insurance company will appear in court and pay the resulting, reasonable and necessary legal expenses insofar as this concerns said legal proceedings.

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

Where several parties are jointly liable to make good a single loss or damage, the insurance will indemnify only the part of the loss/damage which corresponds to the insured party's culpability. The maximum loss or damage coverable under the insurance is the share of the total loss/damage determined on the basis of the number of persons causing the loss or damage.

If the party suffering loss/damage or the injured party has contributed to the loss/damage, the insurance will cover only the share of the loss/damage for which the insured party is liable.

The indemnity will be paid exempt from tax if the insured party or the party suffering loss/damage or the injured party has the right to deduct or receive a refund of VAT or an equivalent foreign tax. This also applies to motor vehicle tax or other similar charges.

59.8 Safety regulations

The insured party shall observe the safety regulations related to the motor vehicle insurance on the vehicle in question.

59.9 General Terms of Contract

The General Terms of Contract of the vehicle's motor vehicle insurance shall apply to the insurance.

60 General provisions

61 Insurance premium

61.1 Determining the amount of insurance premium

Insurance premiums are determined by a separate vehicle insurance tariff. The premium is determined on the basis of factors specified in the product guide, including the extent of insurance, policyholder's/keeper's age or business ID, area, vehicle make and cylinder volume, length of insurance period, amount of deductible and the bonus.

61.2 Period of non-use

The policyholder is, unless otherwise described in respect of some vehicle group, entitled to a refund of the premium for Super and Maxi Motor Insurance, calculated as 1/360 parts of the premium difference between these policies and Mini Motor Insurance, if the vehicle has been off the road consecutively for at least a month (30 days).

The insurance company must be notified of any decommissioning period in advance in writing. As of the approved date of notification, the decommissioning period must be at least 30 days.

During the declared decommissioning period, fire, theft and vandalism insurance policies are valid at the vehicle's storage site. The insurance is not valid in other respects or locations.

As decommissioning has become possible, clause 61.2.1 is applied to applicable vehicles.

61.2.1 Decommissioning

The policyholder is entitled to a refund of Super and Maxi Motor Insurance premiums concerning motor vehicle (own) damage insurance during the vehicle's decommissioning period.

No refund is given for premiums for Motor Liability and Comprehensive Motor Vehicle Insurance for Taxis (new sales ended on 30 September 2020) even if the vehicle is decommissioned.

The vehicle's decommissioning period is considered to be the period entered in the vehicle register of The Road Traffic Sector of the Transport Safety Agency (Trafi). If the vehicle's motor liability insurance is not taken out with Pohjola Insurance, the appropriate insurance company must be informed of the decommissioning period in advance. During the stated decommissioning period, if any of the following are included in the motor vehicle insurance, they will continue to be valid: fire, theft, vandalism, legal expenses, windscreen, tow and financial insurance and consequential loss cover. In other respects, the insurance is not valid.

Motor vehicle (own) damage insurance is not valid during decommissioning. However, if motor vehicle (own) damage cover is included in the insurance selected, damage caused by a storm or a hailstorm during the decommissioning period and damage occurring when driving to a booked

regular inspection and back are indemnified from motor vehicle (own) damage. 'Storm' refers to an event defined in clause 61.4. Any compensation for damage incurred during the decommissioning period will be paid provided that the motor vehicle was not used in traffic or driven for any other purpose excluding to a booked regular vehicle inspection and back.

61.3 Minimum insurance premium

The premium and taxes charged for the insurance period is always the minimum premium separately confirmed for the insurance company. The minimum insurance premium for comprehensive motor vehicle insurance for snowmobiles and unregistered motorcycles is EUR 100.

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

61.4 Premium reduction (no-claims bonus)

The reduction given on the basis of no-claims periods on a premium for motor vehicle insurance issued with bonus rights is 10% a year up to 70% in both Maxi and Super Motor Insurance.

A policy period carrying the entitlement to a bonus refers to an insurance period of at least six (6) months, for a motorcycle an insurance period of at least three (3) months, during which the motor vehicle was on the road and during which the insurer has not, under the insurance, paid any indemnity affecting the bonus. The insurance can be switched to a higher bonus class no more than once within each one-year period.

The bonus is reduced for each insurance event indemnified under motor vehicle (own) damage insurance by 20%, but in the 10% bonus class only by 10%.

The bonus is not affected by any loss or damage if the sudden external and unforeseen reason causing damage to the object of insurance, as referred to in clause 22.1.1, is an unexpected natural phenomenon such as storm or hailstorm. 'Storm' refers to wind with a current speed of at least 20 metres per second.

61.5 Obligation to return premium

If, under these terms and conditions, the insurance contract terminates before the end of the insurance period, the insurance company is liable to return to the payer of insurance that part of the premium which exceeds the company-specific minimum premium corresponding to the time of validity of insurance. The returnable sum per day is calculated as 1/360 of the premium.

The premium is not returned separately if the returnable sum is smaller than the sum in euros recorded in the Insurance Contracts Act.

61.6 Insurance premium payment and delays

Clause 4 of the General Terms of Contract will be applied to insurance premium payment and overdue payments.

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.

62 Change of owner

Comprehensive motor vehicle insurance terminates when the ownership of the vehicle is transferred to another party, but not in case the holder of a motor vehicle bought on hire purchase becomes the owner of the vehicle. Under other than legal expenses and consequential loss insurance, the following owner after the policyholder is entitled, if the loss occurs within 14 days of the transfer of ownership, to indemnity unless the new owner has taken out insurance for the vehicle.

62.1 Change of 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.

63 Intent, gross negligence, and being under the influence of alcohol or other intoxicant

Indemnity may be reduced or disallowed if the policyholder or a person identifiable with the insured person in clause 8 of the General Terms of Contract has caused the insurance event

- wilfully, through gross negligence or by causing a serious traffic hazard
- by driving or handling the object of insurance under the influence of alcohol or other intoxicant, or both, thereby increasing the risk of making errors, or having a blood alcohol content of at least 0.5 per mille or a minimum of 0.22 mg per litre of exhaled air at the time of, or immediately after, the accident, with these factors affecting occurrence of the accident or the extent of the accident
- if the object of insurance was used for criminal purposes or committing a crime or concealing the offender.

64 Insurance company's right of recovery

64.1 The insurance company's right of recovery vis-à-vis a third party

The insurance company is entitled to recover the compensation paid by it from a third party, if

- the damage/loss was caused wilfully or through gross negligence
- the tortfeasor is liable for the accident irrespective of negligent conduct
- an employer or public-sector entity is liable for the insurance event
- the road keeper is liable for the insurance event
- the tortfeasor is liable for the damage by virtue of an insurance contract or a commission or another agreement.

64.2 Other cases of right of recovery

If the loss was caused while a motor vehicle was being driven, the insurance company is entitled, in addition to what was mentioned in section 64.1, to reclaim the indemnity it has paid owing to the loss

- from the owner, keeper, driver or passenger of the motor vehicle, if the loss was caused by said person wilfully or through gross negligence
- from the person who through carelessness caused the loss while a vehicle that was used without permission was being driven
- from the driver of the motor vehicle causing the loss while driving the vehicle at the time of loss with a blood alcohol content of at least 1.2 per mille or a with minimum of 0.53 mg of alcohol per litre of exhaled air at the time of the accident or immediately after it
- from the driver of the motor vehicle causing the loss if the driver was, at the time of loss, under the influence of alcohol or an intoxicant other than alcohol, or under the joint influence of both alcohol and some other intoxicant, in such a way that the driver's ability to perform faultlessly was considerably diminished.

64.3 Insurance company's right to reclaim indemnity paid or part thereof

In addition to the circumstances referred to in clauses 64.1 and 64.2 above, the insurance company can reclaim the indemnity, or part thereof, paid to the insured covered by the insurance, from the policyholder, the insured or a corresponding person as referred to in clause 8 of the General Terms of Contract who has caused the insurance event or neglected the obligation prescribed in chapter 4 of the Insurance Contracts Act. Such obligations include the duty to provide relevant information when applying for the insurance, the duty to inform of an increase in the risk of loss, compliance with the safety regulations, and the salvage obligation.

Under the right of recovery, the insurance company can reclaim the entire indemnity paid if, on the grounds set out in chapter 4 of the Insurance Contracts Act, the insurance company would be free from liability or entitled to disallow the indemnity. If the indemnity had been reduced on the grounds set out in chapter 4 of the Insurance Contracts Act, the insurance company may recover the portion of the indemnity corresponding to the reduction.

Pohjola Insurance Ltd, Business ID: 1458359-3

Helsinki, Gebhardinaukio 1, 00013 OP, Finland

Domicile: Helsinki, main line of business: insurance

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

