

# Commercial Transport Extra



Product guide and insurance terms and conditions  
Valid as of 1 January 2023

## CONTENTS

Product guide.....	1	General liability insurance.....	7
Insurance terms and conditions.....	5	Legal expenses insurance.....	9
Property insurance.....	5	Crisis insurance.....	12
		Commercial Transport Extra insurance validity and premium.....	12

## Product Guide

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

The policies are issued by Pohjola Insurance Ltd.

## Commercial Transport Extra

Commercial Transport Extra is a comprehensive property and business insurance solution for taxi, bus, patient transport and transport service entrepreneurs. The prerequisite for this insurance is that you have taken out Maxi Motor Insurance from us.

This product guide is based on the following Commercial Transport Extra insurance line specific terms and conditions as well as the separate General Terms of Contract. The insurance line specific terms and conditions specify the key content of the insurance, such as coverage, exclusions and safety regulations. The general contract terms and conditions include details about the policy's validity, premium and claim settlement practices. Please read carefully the insurance terms and conditions.

Insurance policies included in Commercial Transport Extra:

- Property insurance
- General liability insurance
- Legal expenses insurance
- Crisis insurance

The insurance policies concern commercial transport operations. Business operations in the following sectors are

regarded as commercial transport: road cargo, sanitation of streets and roads, towing and taxi and vehicle-for-hire services, as well as bus traffic and ambulance services. General liability insurance for Commercial Transport Extra does not provide sufficient cover for the practice of tank truck and cargo handling services. Sufficient liability insurance for these operations should be arranged by means of separate and customised business liability insurance.

## Property insurance

The maximum compensation, deductibles and any items subject to supplementary agreement are listed in the policy document.

The insurance covers the following property, either owner or rented, used in business operations:

- machinery and tools used in repair and maintenance
- furniture and office equipment related to the operations
- vehicle spare parts
- fuels and lubricants separate from the vehicle
- ICT equipment, bank and credit card readers, telephones, radios and players, including accessories
- goods deliveries against payment in taxis

The following are also covered

- property carried by your customer during transportation
- in the event of robbery, we cover the cash float and the cash and personal property belonging to the policyholder, driver or co-driver
- driver's and co-driver's luggage.

By separate agreement and for an extra premium, we can also insure skips, trailers and timber and goods cranes used with the vehicle, and any other specified accessories. These accessories are insured also when the above are not connected to or located inside the vehicle.

Territorial limits	Maximum compensation	Deductible
Nordic countries Can be extended by separate agreement and an extra premium to cover the whole of Europe	As agreed Value of property carried by the customer EUR 1,000 Robbery and luggage losses EUR 1,000 Goods deliveries against payment according to the Road Transport Agreement Act	EUR 100
Property insurance covers	For example, property insurance does not cover	Indemnification regulations
sudden and unforeseeable losses to the insured person's property. Separately insured property is compensated only if the loss was caused by fire, theft or a wilful act of damage. The cleaning of vehicle interior is compensated if the dirt was caused by your client.	<ul style="list-style-type: none"> <li>• wear and tear and other gradually occurring losses</li> <li>• property disappearing or being left behind, and undefinable events</li> <li>• loss or damage caused to ICT equipment by error status, error or malfunction as a result of data, software or a virus</li> <li>• loss covered by or would be covered by vehicle insurance if sufficiently extensive coverage were chosen</li> <li>• losses caused by work error or deficient equipment or material</li> </ul> Clause 5 of the insurance terms and conditions lists all the restrictions.	The amount of compensation is based on the replacement value of the damaged property. An annual age reduction of 25% is made of ICT equipment and telephones. An annual age reduction of 10% is made for other property. Goods deliveries against payment are compensated according to the Road Transport Agreement Act. Separately insured property is compensated according to its fair value.

## General liability insurance

Territorial limits	Maximum compensation	Deductible
Nordic countries Can be extended by separate agreement and an extra premium to cover the whole of Europe	Property damage and personal injuries EUR 1,000,000 Losses referred to in the Personal Data Act EUR 20,000	EUR 100
Property insurance covers	For example, general liability insurance does not cover	
bodily injury or material damage to a third party, with you liable for such by law.	<ul style="list-style-type: none"> <li>• deliberate acts</li> <li>• loss or damage to a delivered product caused by the property, fault or deficiency of the product</li> <li>• loss or damage to property that is/was in the possession of, borrowed by or otherwise at the disposal of the insured at the time of the act or omission causing the loss</li> <li>• loss or damage to property being manufactured, installed, stored or otherwise handled by or in the care of the insured party or a third party on behalf of the insured party</li> </ul> Clause 4.2 of the insurance terms and conditions lists all the restrictions.	

## Legal expenses insurance

Territorial limits	Maximum compensation	Deductible
Finland, Sweden, Norway and Denmark	EUR 25,000	15% with a minimum of EUR 200
<b>Legal expenses insurance covers</b>	<b>For example, legal expenses insurance does not cover expenses incurred in a case, where</b>	<b>Indemnification regulations</b>
expenses for the use of and resulting from legal counsel related to commercial transport business in a disputed civil case, criminal case or non-contentious civil case, and to administrative law issues concerning the policyholder's operating licence, provided the dispute arose, or the action was instituted, during the validity of the insurance. If the insurance has at that point been valid for less than two years, a further requirement is that the events leading to the claim or action had taken place during the validity of the insurance.	<ul style="list-style-type: none"> <li>losses where the claims have not been demonstrably disputed</li> <li>the insured is being prosecuted by the public prosecutor</li> </ul> Clause 5 of the insurance terms and conditions lists all the restrictions.	The insurance covers the insured person's reasonable and necessary legal expenses, and expenses arising from the presentation of evidence. The insurance does not cover the adverse party's expenses.

## Crisis insurance

Territorial limits	Maximum compensation	Deductible
Europe, but treatment only given in Finland	10 therapy sessions; costs up to EUR 1,500	No deductible
<b>Crisis insurance covers</b>	<b>Crisis insurance does not cover</b>	
crisis therapy expenses incurred by persons entitled to such therapy if they were <ul style="list-style-type: none"> <li>involved in a road accident</li> <li>or other accident,</li> <li>subjected to assault or robbery,</li> <li>or if a person employed by you is involved in a similar event.</li> </ul>	indirect expenses, such as loss of income or travel and accommodation costs, incurred by yourself, your employee or family member. See clauses 5 and 6 of the insurance terms and conditions.	

## Safety regulations

Safety regulations help you prevent losses such as theft. You should follow them. If you do not and act negligently, we can reduce the compensation or refuse compensation altogether.

## In the event of loss or damage

We will assist you if you suffer loss or damage despite precautions.

File a loss report at your earliest convenience. You can fill in a loss report online on OP eServices at op.fi.

A claim for compensation must be made within 12 months of the date when you became aware of the loss or damage and its consequences.

Note! When you take out a policy with us, also make an eServices Agreement, and take a few minutes to see how the service works.

## Factors affecting the insurance

The premium amount is affected by the maximum compensation of the property insurance and the duration of the insurance period.

The premium for any insurance period, including tax, is at least the minimum amount of 14 euros confirmed by Pohjola Insurance.

## Insurance changes possible

We have the right to alter the insurance terms and conditions, and premiums and other terms of contract, in accordance with the general terms and conditions. For example, changes may be caused by

- new or amended legislation or a regulation issued by the authorities
- unforeseen change in circumstances, such as an international crisis
- changes in insurance claims expenditure.

We will inform you of any changes no later than one month before the beginning of the new insurance period.

## Term and termination of the agreement

The policy will become valid as soon as we have received your insurance application. If you wish, you may also choose a later date of commencement. You may give notice of termination of the insurance at any time.

We can terminate an agreement if the policyholder or the insured person

- has provided incorrect information
- has failed to observe safety regulations
- has caused loss or damage wilfully or through gross negligence
- has increased the risk of loss as the conditions have changed; the purpose of use changes in repair, alteration, extension, transport or other insured business.
- Terminates the Maxi Motor Insurance

Note! Inform us without delay, at least within 14 days, of changes in the above circumstances.

## Confidentiality

We will handle your personal and company data in accordance with the Personal Data Act and good data processing practice. We will obtain the information we need from you, the parties you have authorised, registers maintained by the public authorities, and credit information registers.

We will use our customer register for marketing purposes, but we will not give any of your information to third parties without your consent unless the submitting such information is based on a law. Claims data is collected in a joint claims and misuse register kept by insurance companies.

# Insurance terms and conditions, valid as of 1 January 2022

Commercial Transport Extra consists of the following policies:

- Property insurance
- General liability insurance
- Legal expenses insurance and
- Crisis insurance

## PROPERTY INSURANCE

### 1 Purpose of insurance

The insurance company compensates, in accordance with these terms and conditions and the General Terms of Contract, direct material damage caused to property used in commercial transport in insurance events referred to in clause 4, and any other expenses specified within these terms and conditions during the validity of the insurance.

### 2 Territorial limits

The insurance cover is valid throughout the Nordic countries.

For an additional premium, the territorial limits can be expanded to cover Europe. Such an extension must be agreed upon separately and recorded in the insurance policy.

### 3 Object of insurance

3.1 The object of insurance is property owned or rented by the policyholder used in commercial transport up to the maximum compensation specified in the policy document:

- machinery and tools used in repair and maintenance
- furniture and office equipment related to the operations
- vehicle spare parts
- fuels and lubricants separate from the vehicle
- ICT equipment, credit card readers, telephones, radios and players
- goods deliveries against payment in taxis

Coverage also extends to property carried by the customer in the event of an insurance incident occurring during transportation or immediately before or after it, up to the maximum compensation specified in the policy document.

Coverage also extends to robbery committed during commercial transport, specifically with reference to the policyholder's cash float and the cash and personal property belonging to the policyholder, driver or co-driver, up to the maximum compensation specified in the policy document.

The insurance also covers the driver's and co-driver's personal luggage on board during transport, up to the maximum compensation specified in the policy document.

The insurance does not apply to

- motor vehicles, camper vans, and other trailers, watercraft or aircraft
- cash or other payment instruments owned by the passengers
- data and software for ICT equipment

- property the possession or use of which is against safety and official regulations
- merchandise, samples of goods, advertising material, commercial or educational films or tapes, photographs and drawings
- installation and construction materials, and other inventories
- manuscripts and collections
- removal goods
- animals or plants

3.2 Subject to a separate agreement and extra premium, the insurance covers any skips, trailers and timber, and goods cranes used with the vehicle, and any other specified accessories up to the maximum compensation specified in the policy document. These accessories are insured also when the above are not connected to or inside the vehicle.

## 4 Covered insurance events

### 4.1 Sudden and unforeseeable loss

The insurance covers sudden and unforeseeable loss incurred with respect to the insured property, such as fire, theft, vandalism or breakage of the object of insurance. The insurance also covers any disappearance of the insured object in connection with the abovementioned insurance events, and any direct material damage to the object due to cold, heat, precipitation or other similar reasons, if the damage was a direct and unavoidable consequence of the given insurance event.

Losses to property referred to in clause 3.2 are only compensated for if caused by fire, theft or a wilful act of damage.

### 4.2 Sudden and unforeseeable fouling of the vehicle interior

The insurance covers direct cleaning expenses of the vehicle interior, provided the sudden and unforeseeable soiling was caused by the customer. The insurance does not cover deliberate fouling or damaging.

## 5 Losses excluded from cover

The insurance does not cover any loss or cost

5.1 caused to the object itself by a structural, manufacturing or material fault, wear and tear, rust, corrosion, fatigue or other gradual event instead of the object or part of it malfunctioning, or due to insufficient maintenance or unskilled or careless handling.

5.2 caused to an object that has caught fire or damaged as the result of being subjected to heat.

5.3 for which the supplier or another party is responsible on the basis of law, agreement, guarantee, servicing contract or similar commitment. Loss covered otherwise by the insurance is, however, indemnified to the extent that the policyholder shows that the responsible parties are unable to meet their liability to make good the loss.

5.4 caused by blasting or quarrying. Loss covered otherwise by the insurance is, however, indemnified to the extent that the policyholder shows that the responsible parties are unable to meet their liability to make good the loss.

5.5 caused by

- property which was lost, left behind or misplaced or

which disappeared, or an event whose time and place cannot be specified

- property which was lost or left behind, nor theft if the theft was not discovered until an inventory is made.

5.6 caused by fraud, embezzlement or equivalent crime.

5.7 caused to ICT equipment as a result of error status, fault or malfunction caused by data, software or virus

5.8 caused by a work error, deficient equipment or material, manufacturing flaws, an error in calculations or drawings or by incorrect advice related to property being repaired, serviced or handled.

5.9 caused by inappropriate packaging or transport method of the object of insurance.

5.10 caused by flooding, or a change in the level of groundwater or other body of water.

5.11 caused by adjustments and maintenance, preventive or periodic servicing, or any parts replaced in connection with such work, or the elimination of malfunctions.

5.12 which is covered or would be covered by motor vehicle insurance if sufficiently extensive coverage had been chosen.

5.13 caused to a tank and its pipes in connection with an oil or fuel leak loss.

5.14 caused by nuclear accident, war, rebellion, or another such reason.

5.15 caused by rain, frost, or gradually increasing moisture (see, clause 4.1, however).

## 6 Safety regulations

Safety regulations must be observed. Failure to observe them may result in reduction or disallowance of indemnity (see General Terms of Contract, clause 6.1).

6.1 Normal care should be taken to look after the property, and the insured machine or equipment must be maintained according to the importer's or manufacturer's instructions.

6.2 To prevent theft, property must be kept in a locked and securely closed place to prevent access without breaking the locks or structures.

If the insured property referred to in clause 3.2 cannot be kept within a locked place, it must be locked appropriately to make it considerably more difficult to steal. Even if it is locked, no property may be left outdoors for long periods without supervision.

The windows, doors and other openings to storage spaces for movable property must be closed in a manner providing protection against burglary.

6.3 Any property accompanying the insured must be supervised to prevent theft and may not be left in a public place without continuous supervision.

## 7 Assessment and indemnification regulations

7.1 The maximum indemnity payable is the maximum amount of compensation recorded in the insurance policy.

7.2 The amount of compensation is based on the replacement value of the damaged property. By replacement value we mean the cost of buying new identical or equivalent property.

The replacement value less the property's value added tax

is further reduced, as of the second year of use, by annual age reductions as follows:

	Reduction per year, %
ICT equipment and phones with accessories	25%
other property	10%

The reduction is computed by multiplying the percentage figure by the number of full calendar years following the year the equipment was first used.

If the property can be repaired, the basis for compensation consists of the repair costs. However, this will not exceed the value of the property following the age reductions.

Goods deliveries against payment are compensated according to the Road Transport Agreement Act.

Property referred to in clause 3.2 is replaced as specified in clause 7.3.

If damaged property must be sent and returned, the postage will be compensated.

7.3 The property referred to in clause 3.2 is compensated according to its fair value. The current value is considered to be the cash price which is generally obtainable on the market at the time of the loss if the property had been made available for sale in the appropriate manner. In determining the fair value of the piece of equipment, the insurance company takes account of its current market price, its condition, the year when first used, year of manufacture, the manner of use, the hours of use and other factors affecting the price.

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

Any damaged accessory must be repaired with useable 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 with new ones because they are damaged, or if such painting or other work is carried out that results in a situation where the condition of the piece of equipment regarding these parts is substantially better than previously, this will be taken into account when calculating the amount of indemnity, and the indemnity will be reduced correspondingly.

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

7.4 The insurance company is entitled to acquire equivalent property or repair the damaged property instead of paying the indemnity in cash.

The insurance company must be given the opportunity to inspect the damaged property before it is repaired.

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

7.5 In all insurance events, the policyholder is responsible

for a certain amount of the loss, i.e. the deductible, which is specified in the insurance policy.

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

- value added tax
- deductible
- any reduction in indemnity
- percentage age reduction.

7.7 If part of the lost property is recovered after payment of indemnity, the policyholder must immediately surrender that property to the insurance company or return the relevant indemnity.

7.8 If compensation is paid to beneficiaries liable to pay value added tax, the VAT is reduced from the compensation if the beneficiaries are able to deduct the VAT in their own taxation.

7.9 If damage has been caused to property for which a business mortgage has been taken out, no compensation will be paid to policyholders until they have ascertained that the property has not been mortgaged in security for debt, or that the mortgagees have agreed that the policyholder should be indemnified.

## GENERAL LIABILITY INSURANCE

### 1 Purpose of insurance

The purpose of the insurance is to compensate, under these terms and conditions, the special terms and conditions referred to in the policy document, as well as the bodily injuries or material damage referred to in clause 4 of the General Terms of Contract, and any other expenses specified in these terms and conditions.

The insurance concerns commercial transport operations. Liability insurance for businesses engaged in tank truck and cargo handling services must be arranged by a separate and customised business liability insurance.

### 2 Persons insured

The insured party is the company entered as the policyholder in the policy document.

### 3 Territorial limits

The insurance cover is valid throughout the Nordic countries.

For an additional premium, the territorial limits can be expanded to cover Europe. Such an extension must be agreed upon separately and recorded in the insurance policy.

### 4 Coverable insurance events and related exclusions

#### 4.1 Coverable losses

The insurance covers bodily injury and material damage caused to a third party while engaged in commercial transport business, and provided that such injury or damage is discovered within the territorial limits during the insurance period and the policyholder is held legally liable for it.

The insurance also covers compensation liability for finan-

cial loss as referred to in the Personal Data Act<sup>1</sup> for up to EUR 20,000.

#### 4.2 Losses not coverable

The insurance does not cover

##### 4.2.1 loss or damage caused

- to the insured persons themselves
- to the insured's employee or the equivalent insofar as the person concerned is entitled to compensation under statutory workers compensation or motor liability insurance
- products sold but not yet delivered
- to a delivered product when the reason for the loss is due to the property, fault or deficiency of the product.

4.2.2 loss or damage that can be fixed by repairing the delivered product or redoing work that was incorrectly performed or insufficient.

4.2.3 loss or damage caused to a third party owing to a fault in a product or preparation, or owing to faulty or incomplete written instructions for the product's use, manufacture or storage.

4.2.4 loss or damage for which the insured is liable only by virtue of an agreement, promise or guarantee.

4.2.5 loss or damage caused by a fault or error which the insured person was or should have been aware of at the inception of the insurance.

4.2.6 loss or damage caused by an error or deficiency in research or measurement results, calculations, drawings, work descriptions, directives or instructions given in the capacity of professional advisory or consultancy services.

##### 4.2.7 loss or damage caused

- by a nuclear accident referred to in the Nuclear Liability Act or corresponding foreign legislation
- quarrying or blasting performed with outside labour or for another, and the consequent subsidence or land movement.

4.2.8 loss or damage caused by ownership, possession or maintenance of real estate that is not entered in the policy document, or which for the most part is not used by the policyholder or in use specified in the policy document, or used by employees.

4.2.9 fine or any similar sanction.

4.2.10 loss or damage to property which, at the time of the act or neglect that caused it, was

- in the possession of, borrowed by or otherwise at the disposal of the policyholder for the latter's benefit
- being manufactured, installed, transported, repaired, stored or otherwise handled or in the care of the policyholder or a third party on behalf of the policyholder.

##### 4.2.11 loss or damage caused

- use of craft or vessel subject to registration, unless the use is connected with work performed by the insured party for the policyholder's own benefit
- use of an aircraft for aviation when the insured is liable to pay damages in the capacity of owner, possessor or user of the aircraft, or as a person carrying out duties on board the aircraft or in his/her capacity as the employer of any such persons.

4.2.12 loss or damage if this was a case of personal injury specified in the Patient Injury Act.

#### 4.2.13 loss or damage caused by

- pollution of water, air or soil
- smoke, soot, dust, steam, gas
- noise, vibration, radiation, light, heat or smell or other similar disturbance.

The insurance does, however, cover sudden loss caused by a random or single error or omission or by a fault or defect in a building, plant or piece of equipment appearing suddenly or unforeseeably as a result of an eventuality constituting liability for the policyholder. An additional condition is that the loss sustained for a reason fulfilling the above conditions took place suddenly, unforeseeably and quickly, and is not based on either slow, gradual influence, or a repeated act or omission/otherwise recurring events.

A further precondition for payment of an indemnity is that the policyholder became aware of the pollution, emission/dischARGE or other disturbance no later than fourteen days after its onset, and has filed a written claim with the insurer within sixty days of the date when such pollution, emission or other disturbance began.

**4.2.14** expenses from prevention and reinstatement measures incurred by the authorities under section (6)(1)(2) of the Act on Compensation for Environmental Damage (737/1994).

#### 4.2.15 loss or damage caused

- moisture
- flooding due to rainwater or thaw
- change in the groundwater table.

**4.2.16** loss or damage insofar as this is covered by other valid liability insurance respective to the insured.

**4.2.17** loss caused by use of a motor vehicle in traffic under the provisions of the Motor Liability Insurance Act or corresponding foreign legislation.

However, the insurance compensates road accidents in Finland that were not compensated by motor liability insurance as specified in section 40(2) of the Motor Liability Insurance Act, causing damage to property that is in the possession of, borrowed or in the custody of the policyholder. The insurance does not cover the property of the owner, holder or driver of the vehicle. The sum insured for the losses covered on the basis of the above is 250,000 euros per loss and in total during the insurance period. This sum insured is included in the sum insured of the general liability insurance of Commercial Transport Extra.

The insurance also compensates road accidents not covered by motor liability insurance as specified in section 42 of the Motor Liability Insurance Act, if the accident was caused during loading, unloading or other work performance

- if the vehicle is stationary, to vehicle's owner, driver or other person performing the specified work.
- with regard to the property subject to the work performance or with regard to another vehicle engaged in the work performance.

The insurance does not, however, cover

- damage to the insured party's property that was being hoisted, towed or transported.
- damage to property owned by or in the possession of, borrowed by or at the disposal of the insured person.
- personal injury inasmuch as it is covered by a policy referred to in the Workers' Compensation Act

If the country where the loss occurs has no law which corresponds to the Finnish Motor Liability Insurance Act, the insurance does not cover loss caused by use of a motor vehicle in traffic.

## 5 Special measures to be taken on occurrence of an insurance event

### 5.1 Extent of loss and its assessment

The insured must seek to allow the insurance company the opportunity to assess the amount of loss and contribute to reaching an amicable settlement.

### 5.2 Assessing the liability for damages, and claim settlement

The insurance company shall investigate whether the insured party is liable to pay damages for the insurance event covered under the insurance, and shall negotiate with the claimant.

If the insured person makes good the loss, agrees thereon or accepts the claim, this will not be binding on the insurance company unless the amount of and grounds for the damages are manifestly correct.

### 5.3 Agreement about compensation

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

If the insured person makes good the loss, agrees thereon or accepts the claim, this will not be binding on the insurance company unless the amount of and grounds for the damages are manifestly correct.

### 5.4 Obligation to notify about trial

Insured persons being issued a summons concerning an insurance event must notify the insurance company. This means that the insurance company has the right to decide about the representation in the trial. The insurance company has the right not to compensate losses incurred during the trial if the insured party did not inform the insurance company about the trial.

The insurance company will take care of the trial dealing with the issue of compensation with regard to the insurance event, and pay any legal expenses within the sum insured.

## 6 Indemnification regulations

### 6.1 Sum insured

The sum insured recorded in the policy document is, in each insurance event, the upper limit for the insurance company's indemnification liability in terms of investigation and legal expenses and costs incurred by preventing an impending loss.

Losses caused by the same event or circumstance will be considered a single loss event, regardless of whether they are discovered during one or more insurance periods, or whether the products are delivered at different times. If such losses are discovered during different insurance periods, they will be attributed to the insurance period in which



the first loss was discovered.

Financial losses as specified in the Personal Data Act during one insurance period will be compensated to a total maximum of EUR 40,000.

## 6.2 Deductible

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

## 6.3 Joint and several liability

If several parties are jointly and severally liable for the same loss, the insurance will only cover the portion of the loss that corresponds to the policyholders' share of the liability and to any advantage they may have been gained from the insurance event. Unless otherwise specified, the maximum indemnity payable is no more than the per-capita share of the total loss.

# LEGAL EXPENSES INSURANCE

## 1 Purpose of insurance

The purpose of this insurance is to indemnify, in accordance with the terms and conditions and the general terms and conditions for any necessary and reasonable legal expenses incurred by the insured as a result of resorting to legal counsel in a disputed civil, criminal case or non-contentious civil case concerning the policyholder's operating licence specified in the insurance policy in insurance events referred to in clause 4.

The insurance concerns commercial transport operations.

## 2 Persons insured

Those insured are

- the company recorded as the policyholder in the insurance policy
- the policyholder's employees
- persons who receive no remuneration for their work or who work on a temporary basis, provided that the policyholder, under effective legislation, is liable to make good any loss or damage caused by such persons
- independent entrepreneurs comparable to the policyholder's employees, provided that the policyholder, under effective legislation, is liable to make good any loss or damage caused by such entrepreneurs
- a general partner or shareholder of the policyholder company in a case concerning legal action or commitment in the name, on behalf or in favour of the policyholder, or when the general partner or shareholder is faced with a claim jointly and severally with the policyholder.

## 3 Courts of law and territorial limits

The insured person may use the policy for matters that have been brought before a district court, or which are subject to arbitration proceedings in Finland, or which have been brought before equivalent foreign courts in Sweden, Norway or Denmark and their appellate levels, or in arbitration proceedings in the above countries. If the case concerns a disputed civil case settled out of court, the insurance can be used if the case could have immediately been brought before a district court in Finland.

The insurance does not reimburse expenses in cases that are processed by administrative authorities or in special courts such as administrative courts, the Insurance Court, Labour Court, Market Court or Supreme Administrative Court, or by equivalent administrative authorities or special courts in Sweden, Norway or Denmark, unless the matter concerns the cancellation of the policyholder's operating licence or rejection of the policyholder's operating licence application.

Nor does the insurance cover expenses in cases handled by the European Court of Justice.

## 4 Coverable insurance events and related exclusions

### 4.1 Definition of an insurance event

In disputed and non-contentious civil cases, an insurance event refers to a dispute. A 'dispute' refers to a claim specified as to its grounds and amount and which has been demonstrably and specifically disputed as to its grounds or amount.

In a criminal case, an insurance event refers to

- to charges pressed by the insured person as the complainant,
- to a complainant's charges against the insured brought and pursued after a public prosecutor has decided to waive or withdraw charges for the same action, or the pre-trial investigation authority or prosecutor has decided that a pre-trial investigation will not be carried out or will be suspended or terminated. Insurance events also refer to situations where the complainant brings charges after the pre-trial investigation is postponed by decision of the officer in charge.

The charges are considered to have been brought when the complainant's application for a summons has arrived at the office of a district court. The charges are considered pursued when the complainant has notified the court in writing of pursuing the charges after the public prosecutor has withdrawn the charges.

The insurance indemnifies for insurance events occurring during the validity of the insurance. If, however, this policy has been valid for less than two years at the time of the insurance event, the matters on which the dispute, claim, denial, notice of work relationship termination, charge or suspected crime is based must also have taken place during the validity period of the insurance.

The validity period is defined as the period that this policy alone or consecutively with other terminated legal expenses insurance policies with equivalent content has been continuously valid for the benefit of the insured. However, if, on the occurrence of an insurance event, the insured has several effective legal expenses insurance policies, only this policy will be taken into account when determining the validity period of the insurance.

### 4.2 Single insurance event

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

- two or more people covered by this insurance are on the same side in a disputed civil case, criminal case or non-contentious civil case, or
- the insured has several disputed civil cases, criminal cases or non-contentious civil cases pending which are

based on the same event, circumstance, juridical act or legal offence, or which are based on the same or a similar claim with different grounds.

## 5 Exclusions related to insurance events

The insurance does not cover expenses incurred by the insured in a case,

1. where the claim has not been demonstrably disputed
2. which is related to activities other than those recorded in the insurance policy
3. which is related to the transfer of the insured company, shares entitling to the ownership of the company, or partnership interest, or the full or partial transfer of a business
4. of minor importance to the insured
5. in which those insured under this insurance represent adverse parties; the insurance does, however, cover expenses incurred by the policyholder
6. which is related to a claim or receivable transferred to the insured unless, at the time the dispute arises, two years have elapsed since the transfer
7. in which the insured is being prosecuted by the public prosecutor, or in which the complainant has filed a civil claim against the insured while such prosecution is pending
8. which relates to a civil claim against the insured on account of which the insured has been sentenced or, on the basis of the relevant special provisions, the charges or sentence against the insured have been waived; however, the insurance covers the policyholder's expenses if the case, as regards the policyholder, concerns the employer's liability to pay damages
9. in which the insured has submitted a civil claim on account of which the insured has been sentenced, or on the basis of the relevant special provision, the charges or sentence against the insured have been waived
10. which concerns a legal person's penal liability
11. in which the insured is involved as the owner, possessor or driver of a motor vehicle or a watercraft subject to registration under the Register of Watercraft Act (976/2006), or in which expenses incurred by the insured are covered under general liability insurance or legal expenses insurance included in motor vehicle insurance
12. which relates to a bankruptcy
13. which relates to a distraint, execution dispute or the execution of distraint
14. which relates to proceedings carried out in accordance with the Restructuring of Enterprises Act or the Act on the Adjustment of the Debts of a Private Individual or the voluntary debt rescheduling of farmers in accordance with the Rural Industries Act
15. which demands clarification of whether the expenses incurred from the insurance event reported by the insured are fully or partly coverable under the legal expenses insurance
16. which is dealt with as a class action, and in which the insured is a claimant or a member of the group
17. which concerns a patent or another intellectual property right
18. which relates to a tenancy relationship, except in the case of a lease in which the insured company is the lessee, and the leased apartment or real estate unit is in commer-

cial use by and in the possession of the insured company. Exclusions mentioned in sections 17 and 18 of clause 5, Exclusions relating to insurance events are applied in insurance contracts that entered into force after 1 January 2022.

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

- 6.1 If the insured wishes to use the insurance, the insured must inform the insurance company of this in advance in writing. The insurance company will then send the insured a written claim settlement decision
- 6.2 The insured party must be represented by an external solicitor or other legal counsel. No indemnity will be paid if the insured decides not to use a third-party representative or chooses to use a representative who is not a Finnish Master of Laws or lacks equivalent foreign qualifications
- 6.3 In cases that go to the main hearing, the insured must require the opposing party to reimburse the insured's legal expenses in full. However, in matters processed in court according to the procedure prescribed in the Act on Court-annexed Mediation, no such demand is required for the mediation expenses.  
If the insured has presented to the adverse party a legal expenses demand which has been partly or fully rejected by a court order, an appeal must be lodged against the decision if the insurance company so requires. If the insured fails to lodge such a demand, waives the right to do so, or refuses to appeal the court decision, the insurance compensation may be reduced or completely denied.
- 6.4 The insured has no right to approve, in a manner that would be binding on the insurance company, the amount of expenses incurred from handling the case. Any payment by the insured to the representative for legal fees and expenses is not binding on the insurance company in its evaluation of reasonable litigation costs.

## 7 Indemnification regulations

- 7.1.1 The sum insured recorded in the insurance policy is the upper limit of the insurance company's liability in each insurance event.
- 7.1.2 However, the sum the insurer is obliged to pay for expenses prior to a main hearing at a district court, mediation session in a court of law or arbitration proceedings, or for expenses in a matter solved without a trial, is only up to 50% of the sum insured specified in the insurance policy.
- 7.1.3 If the monetary value of a disputed benefit is assessable, the insurance covers, in a disputed or non-contentious civil case and when the insured party is a complainant in a criminal case, up to double the amount of the disputed benefit. When assessing the amount of benefit, no claims for interest, legal or litigation expenses or expenses arising from being party to the matter are taken into account. If a dispute concerns a periodical payment, a maximum of a tenfold amount of one instalment of the disputed payment is taken into account when assessing the amount of benefit.
- 7.1.4 During one insurance period, the maximum amount of indemnity paid for insurance events is twice the sum insured.  
Clauses 7.1.2, 7.1.3 and 7.1.4 are applied in insurance policies that entered into force after 1 January 2022.

## 7.2 Deductible

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

## 7.3 Coverable expenses

The insurance covers necessary and reasonable legal expenses incurred by the insured as a result of the insurance event as follows:

### 7.3.1 Disputed and non-contentious civil cases

The insurance covers expenses incurred by the insured for use of legal counsel and presentation of evidence. If bringing the case before a court requires a judicial 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 case can be brought before a district court.

If the matter has been handled as a mediation case by a court of law, the insurance will also cover the insured person's portion of the fee and expenses for an assistant to the mediator calculated per capita of the parties to the dispute.

If a dispute between the insured and an entrepreneur or legal person as adverse party has been handled as a voluntary conciliation case other than that by a court of law, the insurance will also cover the insured person's portion of the conciliator's fee calculated per capita of the parties to the dispute. Compensating this fee requires that the conciliator is an attorney or other legal counsel.

### 7.3.2 Criminal cases

#### 7.3.2.1 The insured as the complainant

Legal expenses incurred by the insured for use of legal counsel and presentation of evidence in so far as the court proceedings involved a civil claim made by the insured for other than legal expenses on the basis of a crime.

#### 7.3.2.2 The insured as the defendant

Legal expenses incurred by the insured for use of legal counsel and presentation of evidence if the case involves charges raised by the complainant against the insured when the public prosecutor has waived or withdrawn charges for the same action.

### 7.3.3 Appealing to a Court of Appeal and the Supreme Court

If a permit is required to appeal to the Court of Appeal or the Supreme Court, the costs incurred from the appeal will be indemnified under the insurance only if the permit or leave has been granted. Costs incurred in the use of extraordinary channels of appeal are indemnified only if the Supreme Court has approved the appeal for nullification, reversed the judgement, or reinstated a time limit forfeited.

### 7.3.4 Common interest

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

## 7.4 Amount and calculation of indemnity and value added tax

The legal expenses indemnified under the insurance are determined in accordance with the relevant provisions of the Code of Judicial Procedure and the Criminal Proce-

sure Act. If, owing to the admission by interested parties or some other reason, the court of law has not mentioned legal expenses in its decision, or if the matter has been settled out of court, the coverable expenses are determined also by taking into account the expenses normally paid or ordered by a court to be 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 incurred expenses, in part or in full, to the insured's detriment.

For the use of a legal counsel, the insurance covers a reasonable fee charged by the counsel for services rendered and necessary expenses. The value of the disputed benefit, the difficulty and extent of the case and the quantity and quality of the work involved are taken into account in the determination of a reasonable sum for the fees and expenses. Coverable expenses are, however, a maximum of the amount of the expenses claimed by the insured person's opposing party. If the insured, under the Value Added Tax Act, has the right to deduct or reclaim the tax included in the legal expenses invoice, the indemnity will be reduced by the value added tax included in the invoice.

## 7.5 Expenses not covered by the insurance

The insurance does not cover

1. expenses incurred from measures taken before an insurance event, or 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 waive their claims against the opposing party. The insured is also considered to waive the claims if the indemnity received through settlement is below the minimum deductible of the insurance.
2. any legal expenses of the opposing party which the insured has been ordered, or has agreed, to pay
3. expenses arising from the enforcement of a ruling or decision
4. the insured person's wasted time, own work, loss of income or earnings, travel or accommodation costs or any additional costs arising from a change of representative or from any conduct on the part of the insured which has increased costs unnecessarily
5. costs of obtaining expert legal opinions
6. expenses for acquiring a non-legal opinion, if such an opinion does not support the insured person's claims or denial of the adverse party's claims
7. costs incurred from reporting a criminal offence or making a request for investigation, or from pre-trial investigation of a criminal case
8. costs incurred due to matters and evidence which the court of law will not take into account
9. costs caused by the insured or the insured's legal counsel by failing to appear in court, by disregarding court orders, or by entering a plea which they knew or should have known to be unfounded, or costs which they have caused by prolonging the litigation wilfully or through negligence
10. costs for litigation which the insured or the legal counsel initiated without the adverse party giving any cause, or if they have in some other way caused unnecessary litigation wilfully or through negligence

11. arbitral tribunal fees, travel expenses and other similar expenses,

12. the administrative fee of the Arbitration Institute or other expenses incurred by the Institute by the arbitration, Section 6 of clause 7.5 is applied in insurance policies that entered into force after 1 January 2022.

## 7.6 Other regulations concerning indemnity

**7.6.1** The insurance company indemnifies for the insured's legal expenses after a legal ruling has been issued or a settlement has been reached.

**7.6.2** If, under the Value Added Tax Act, the insured is entitled to deduct the tax included in the invoice for legal expenses, the insurance company will pay the indemnity to the insured against the invoice paid by the insured for legal expenses.

**7.6.3** The insurance company's liability to pay indemnity will be reduced by any expenses compensation which the insured's adverse party has been ordered by the court or has undertaken to pay to the insured, provided that it has been possible to collect this sum from the party liable for payment.

**7.6.4** If the opposing party has been ordered by the court or has undertaken to pay expenses compensation to the insured and this remains unpaid at the time the indemnity is paid, the insured is obliged, before the indemnity is paid, to transfer the right to the said compensation to the insurance company, up to the sum indemnified under the insurance. If the insured has had to pay a proportion of the costs because they exceeded the maximum indemnity under clause 7.1, the insured shall be obliged to transfer, to the insurance company, that part of the expenses compensation collected from the adverse party which is in excess of the part paid by the insured.

**7.6.5** If the expenses compensation that the opposing party has been ordered or has agreed to pay has been paid to the insured, or it has otherwise been taken into consideration in the insured person's favour, the insured must return the expenses compensation with interest to the insurance company up to the amount of compensation paid out of the insurance.

## CRISIS INSURANCE

### 1 Purpose of insurance

The purpose of the insurance is to compensate crisis therapy expenses to a person entitled to such therapy, under these terms and conditions and the General Terms of Contract.

### 2 Persons entitled to crisis support

The persons entitled to crisis support are:

- policyholder
- the policyholder's employees
- the general partners and Board members of the policyholder company
- family members living in the same household with any of the above persons

### 3 Validity of insurance

Crisis support may be given following an event within Europe entitling to such support, caused when performing commercial transport work, or in circumstances connected to such work.

### 4 Event entitling to crisis support

**4.1** Persons entitled to crisis support other than family members are entitled to crisis support provided they were involved in a road accident or other accident, or subject to robbery, robbery attempt or assault, or if a person employed by the policyholder is involved in a similar event.

**4.2** Family members are entitled to crisis support if a person living in the same household and referred to in clause 4.1 is injured or dies in a road accident, accident, robbery, robbery attempt or assault.

### 5 Restrictions

Persons otherwise entitled to crisis support will not be entitled to it if they caused the event deliberately, through gross negligence, by causing a serious traffic hazard, being guilty of aggravated drunken driving, being guilty of a criminal attempt or a crime or concealing the offender.

### 6 Provision and compensation of crisis support

Crisis support can only be given in Finland.

The insurance pays the persons entitled to crisis support for costs of crisis therapy prescribed by a doctor and provided by a doctor or psychologist, for a maximum of ten therapy consultations, however, up to a maximum of EUR 1,500 per insurance event.

Crisis support must be started within three months and completed within six months of the event.

The insurance does not compensate indirect expenses, such as loss of income or travel and accommodations costs, incurred by the policyholder, employee or family member.

### 7 Payment of crisis support compensation

Crisis support must be agreed upon with the insurance company in advance. The insurance company will pay the expense amount afterwards against receipts to the claimant, unless otherwise agreed.

## COMMERCIAL TRANSPORT EXTRA INSURANCE VALIDITY AND PREMIUM

Commercial Transport Extra can only be granted if the policyholder has at least Maxi Motor Insurance; if the latter is terminated, the insurance company has the right to terminate Commercial Transport Extra.

The insurance premium is determined on the basis of a separate tariff used by the insurance company. Regardless of the duration of the insurance period, a minimum premium of EUR 14 will be charged.



## Our services

### Manage your insurance policies at op.fi

Log into op.fi using the user identifiers for your own bank.

Once logged in, you can

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

Learn more about our services for commercial transport service providers at [op.fi/commercial-transport](http://op.fi/commercial-transport).

### Pohjola Claim Help at your service 24/7

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

Pohjola Claim Help is available at [claimhelp.pohjola.fi](http://claimhelp.pohjola.fi) and the OP Business mobile app.

## Our telephone service

Telephone service for statutory insurance policies

- Motor liability insurance and related claims, as well as workers' compensation insurance and related claims 0100 5335\*

A-Insurance services for commercial transport

- Insurance and Claims Settlement 0304 0506\*\*

Pohjola Insurance

- Insurance and Claims Settlement 0303 0303\*\*

\* Call rate: local/mobile network rate.

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

Prices are inclusive of VAT.

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

## Advice on claims and insurance policies

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

For independent advice, contact the Finnish Financial Ombudsman Bureau (FINE), tel. 09 685 0120, [www.fine.fi/en](http://www.fine.fi/en).

Pohjola Insurance Ltd, Business ID: 1458359-3

Helsinki, Gebhardinaukio 1, FI-00013 OP, Finland

Domicile: Helsinki, main line of business: insurance

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

