

# Cargo Insurance

## Product guide

Valid as of 1 January 2023



This product guide explains the main points of Cargo insurance. Detailed information about the contents of the insurance can be found in the terms and conditions of Cargo insurance and the policy document. You should familiarise yourself with these terms and conditions carefully.

## Insurance against damage during transport

Cargo insurance covers loss or damage to goods during transport that occurs during the liability period of the seller, buyer or other owner of the goods. During road, sea, rail or air transport, goods or other property sold or purchased by your company may sustain loss or damage.

Your Cargo insurance policy will be tailored to your company's individual transport risks. The objects of insurance can include:

- transport related to domestic sales and purchases
- import and export shipments
- deliveries between your company's business locations
- subcontracted transport and maintenance, guarantee, repair and exhibition transport.

Unless specifically agreed, the policy will not cover:

- cash, payment instruments and securities
- precious metals, pearls, precious stones, jewellery and other valuables manufactured from the above raw materials
- works of art and valuable collections
- valuable instruments
- live animals.

Cargo insurance is usually taken out by the party that is liable for damage sustained by the goods during transport by virtue of a contract or terms of delivery, including any interim storage included in the transport. In trading agreements, liabilities are usually defined according to established terms of delivery (e.g., Incoterms® 2020 or Finnterms 2001). Cargo insurance is also used for shipments that the seller is obligated to insure by the terms of delivery (CIF and CIP).

## Do you need full cover or basic cover?

Cargo insurance can be taken out with full or basic cover. Full cover is the most comprehensive all-risk policy. Full cover will compensate damage caused by sudden and unforeseeable external event during transport.

Basic cover insures against the risks specified in the insurance terms and conditions, which are fire, explosions, lightning, sea accidents, road or air accidents, jettison or being washed overboard, earthquakes, landslides or avalanches, hurricanes, volcanic eruptions and general average, in the manner specified in the insurance terms and conditions. Certain objects of insurance, such as deck cargo, bulk cargo, cargo transported in open vehicles, and import forwarding are only eligible for basic cover.

By separate agreement, the basic cover can be expanded with the following additional covers:

- breakage, theft, disappearance, burglary, robbery, deficit, and moisture and temperature-related damage.

### Example

Components for IT equipment were purchased from the Far East subject to FCA terms of delivery (Incoterms® 2020). The shipment was going to be delivered to Finland by air. The value of the component shipment was 65,000 euros, and the shipment was packed into a single carton. When the shipment was received in Finland, it came to light that the packaging tape had been replaced and the entire shipment had been stolen. Despite the airline's investigation, the components were never recovered. The recipient received compensation under transportation insurance, which provided comprehensive cover.

## War and strike clauses

Cover against war and strikes can be added to basic or full cover by specific agreement. War cover is only valid in sea, air and mail transport.

War and strike insurance is not valid in high war risk areas unless otherwise agreed with the insurance company in advance.

The validity of insurance cover in these areas must be agreed individually for each shipment with the insurance company, and the insurance company must be contacted at least three days before the beginning of shipment. If the insurance is granted to a high war risk area, the insurance company may charge an additional premium according to the assessed level of risk.

High war risk areas refer to areas whose risk level for war or strikes is rated 3.2 or higher by the JCC Cargo Watchlist compiled by the Joint Cargo Committee. The list is published on IHS Markit's website and is updated monthly.

The updated list of risk levels is located at:  
JCC Cargo Watchlist

[https://watchlists.ihsmarkit.com/services/watchlistinspector.aspx?watchlist\\_id=a661e336-c342-4965-b1e7-70980edf8cc2](https://watchlists.ihsmarkit.com/services/watchlistinspector.aspx?watchlist_id=a661e336-c342-4965-b1e7-70980edf8cc2)

War insurance covers loss or damage directly caused by, for example:

- instruments of war, regardless of whether or not a state of war is prevailing
- seizure, confiscation, arrest or other equivalent measures taken by belligerent parties, and collisions occurring in connection with such measures, and
- civil unrest.

Strike insurance covers damage to goods caused by persons taking part in a strike, lock-out, riot, civil unrest, looting, terrorism or sabotage.

War and strike cover do not include indirect loss or damage. This includes losses due to delays, losses of production and other indirect costs.

## How frequently and where do you transport goods?

You can take out Cargo insurance for all transport or an individual delivery.

A continuous annual insurance covers all transport agreed for inclusion in the policy. The insurance premium is based on the annual total sum insured of covered transport, or on your company's turnover.

Insurance for individual deliveries is suitable for companies with only an occasional need to deliver goods. In this case, every delivery must be separately insured. The inception and termination times of the insurance are recorded in the insurance policy.

In accordance with your transport risks, the territorial limits of the insurance can be agreed to cover Finland, the Nordic countries, Europe or the entire world.

## What does the insurance cover?

Cargo insurance covers the value of goods damaged or lost in transit. We will assume liability for the insured goods for each delivery, means of transport or storage, up to the maximum compensation amount entered in the insurance policy.

The insurance also covers possible general average disbursements. The insurance also covers reasonable loss prevention costs incurred by the policyholder in taking action to limit or prevent any incurred or imminent losses covered by this insurance.

The deductible entered in the insurance policy will be deducted from each loss event. Increasing the deductible will lower your insurance premium. The insurance may also include clauses such as special deductibles specific to certain types of loss.

## What does the insurance not cover?

Cargo insurance does not cover indirect costs incurred from transport loss or damage, such as delay costs, loss of markets, loss of profit margins, contractual penalties or other extra expenses.

Cargo insurance with full or basic cover does not cover damage caused by, for example, the goods' inherent properties or susceptibility to damage, variations in moisture content, deficient packaging, inappropriate means of transport, wear, scratching or abrasion.

### Example

A sawmill company engaged a carrier to drive a shipment of timber from Mikkeli to Vantaa. The weather was clear when the forklift operator loaded the cargo, and the goods were left uncovered. Rain then drenched the shipment during transport. Despite attempts at drying the boards, they were irreparably spoiled. As the damage was caused by a failure to appropriately package or protect the goods before transport and equip them to withstand regular wear, taking into account the goods' transport, handling and storage conditions and susceptibility to damage, the loss was not compensated by the full-cover Cargo insurance.

## Examples of differences between basic cover and full cover

Insurance event	Basic cover	Full cover
Fire	covered	covered
Explosion	covered	covered
Lightning, sea, road or air accident, being washed overboard, jettison	covered	covered
Earthquake, landslide or avalanche, hurricane, volcanic eruption	covered	covered
Losses in a port of refuge	covered	covered
General average disbursements	covered	covered
Breakage	not covered	covered
Theft	not covered	covered
Disappearance	not covered	covered
Burglary	not covered	covered
Robbery	not covered	covered
Deficit	not covered	covered
Leakage	not covered	covered
Water damage	not covered	covered
Thermal damage	not covered	covered
Light, atmospheric radiation, inherent property or susceptibility to damage of the goods, normal wear and tear or scratching	not covered	not covered
Damage caused by variation in moisture content	not covered	not covered
Ordinary loss of weight or volume	not covered	not covered
Damage caused by the goods not being properly packaged, marked, protected or equipped to withstand normal load prior to transport, taking into account the goods' transport, handling and storage conditions and susceptibility to damage	not covered	not covered
Removal or destruction of damaged goods	not covered	not covered (unless the insurance has been specifically expanded)
Damage to goods caused by persons taking part in a strike, terrorism, sabotage, war or looting, or another event within the scope of war risk	not covered (unless the insurance has been specifically expanded)	not covered (unless the insurance has been specifically expanded)
Lost time, interest rate or cyclical losses, loss of markets, costs or other indirect losses caused by the delay of the delivery	not covered	not covered

## Factors affecting the premium

The insurance premium of Cargo insurance depends on the following factors, among others

- the total value of insured transport
- the company's line of business
- the scope of insurance cover
- deductible
- the territorial limits of the insurance.

In Finland, cargo insurance premiums are subject to an insurance premium tax.

## Terms for international transport

The globally recognised English Institute Cargo Clauses (ICC) terms apply to export shipments and transport between and within foreign countries. In many respects, these clauses correspond to the insurance terms and conditions of Pohjola Insurance's Cargo insurance.

Pohjola Insurance's basic cover is equivalent in scope to the Institute Cargo Clauses (C) term, while full cover is equivalent in scope to the Institute Cargo Clauses (A) term.

The international War and Strike Clauses (Cargo) are termed Institute War Clauses and Institute Strikes Clauses.

## International special terms and conditions

As a rule, the international special clauses for Cargo insurance are applied to import and export transports and other foreign transport governed by global cargo insurance programmes. The special clauses expand the Institute Cargo Clauses with regard to certain special risks or costs related to transport.

## Insurance certificates and CargoCertNet

An English-language insurance policy, insurance certificate or open policy is often a required document in international trade. For example, a separate shipment-specific insurance policy or insurance certificate is used in documentary credit trading.

If necessary, the insurance company can write the insurance policy or insurance certificate on the policyholder's behalf. Pohjola Insurance also has its own online CargoCertNet service, in which policyholders can themselves write the necessary insurance policies and insurance certificates. Access rights to CargoCertNet may be granted to policyholders who have purchased Pohjola Insurance's Cargo insurance as an annual policy with full cover. To receive access rights to the service, the policyholder must fill in an application form and sign a user agreement and a commitment.

## Inception and termination of insurance cover for individual deliveries

The insurance attaches when goods are for the first time being moved from the place of storage for immediate loading into the means of transport that has been reserved for it to begin transportation or when risk is transferred to the policyholder pursuant to the terms of delivery or other written agreement.

The insurance terminates when the goods have reached the final place of destination named in the insurance contract and discharged there from the means of transport employed for the actual transit and immediately transferred to the place of storage at the place of discharge. The insurance will also terminate when the policyholder, the insured or any person identifiable to them has prior to that exercised their right of disposal to have the goods stored, sorted, distributed or sold, or decides to forward the goods to a place other than that named in the policy or referred to in the insurance contract.

Unless otherwise agreed, this insurance will be terminated at the latest either

- upon expiry of 60 days counting from midnight of the day of discharge of the goods from the seagoing vessel at the final port of discharge
- upon expiry of 30 days counting from midnight

of the day of discharge of the goods from the aircraft at the airport at the place of destination, or

- upon expiry of 8 days counting from midnight of the day of discharge of the goods from a means of transport other than vessel or aircraft at a customs-house, railway station or other cargo terminal at the place of destination.

## Observe safety regulations

The purpose of safety regulations is to prevent or limit damage. If the policyholder or the insured party has wilfully or through negligence failed to observe the safety regulations and the negligence has had an effect on the occurrence of the loss, compensation may be reduced or disallowed altogether.

## Notify us of increased risk of loss or damage

The policyholder must inform the insurer without delay if material changes that increase the risk of loss or damage have occurred in transport conditions or the information entered in the insurance policy. If this notification is neglected, compensation may be reduced or disallowed, or the insurance contract may be terminated.

## Responsibility for preventing and mitigating damage

In case of loss or damage or immediate threat, the policyholder or insured person must, within their capabilities, take the necessary action to prevent and limit the damage and observe our safety regulations. If the policyholder wilfully or through negligence fails to perform the damage prevention and limitation duty, and the failure has had an impact on the damage, compensation may be reduced or disallowed.

## Instructions in case of loss

- Inform us about any losses without delay. You can file a loss report in our online service ([op.fi](https://op.fi)) or in Pohjola Claim Help ([vahinkoapu.pohjola.fi/en](https://vahinkoapu.pohjola.fi/en) – Corporate customers – Law – More instructions – Goods were damaged during transport – instructions for the owner of the goods).
- Always give the insurance company the opportunity to inspect the loss and facilitate an amicable settlement.
- Do not dispose of the damaged goods before the loss inspection, unless this has been specifically authorised.
- If damage has occurred or is imminent, see to limiting and preventing losses. Follow instructions issued by us.
- If the damage was caused by a third party, take the required measures to retain our rights

against the party that caused the damage. For example, identify the party that caused the damage and notify the carrier of the loss or damage. Maximum liabilities of carriers and complaint and limitation periods are listed in the table below.

- If there is reason to suspect a crime in connection with the loss, notify the police authorities of this.
- If the insurance event gives rise to legal proceedings, notify us without delay.

## Filing a claim

A loss report must be made concerning all losses for which indemnity is claimed. The loss report should be completed with care, and you should enclose any information and documents required for determining the insurance company's liability, such as the waybill, commercial invoice, or complaint, inspection report and claim for damages filed with the carrier.

The claimant must file a written claim with the insurance company, conforming with the insurance contract, no later than six months from the date when they became aware of the loss or damage. If the claim is not submitted within this time, the insurance company will be discharged from liability and the right for compensation will be lost.

## Cargo carrier's liability

The freight forwarder and cargo carrier have a limited liability for damage to the transported goods. The cargo carrier's liability depends on the mode of transport and the applicable law or convention. The freight forwarder's liability is based on the General Conditions of the Nordic Association of Freight Forwarders (NSAB).

The cargo carrier is also not required to not insure the goods on behalf of the owner of the goods. The table below shows the carrier's maximum liability in euros for damaged goods. In many situations, however, the carrier may be free from liability entirely. By filing a complaint with the carrier without delay, you retain the right to possible damages.

By purchasing Cargo insurance, you get the best possible cover for your goods during transport even in situations where the damage was not caused by the cargo carrier or your complaint was delayed. In the event of damage, the insurance company will also take care of reclaiming the sum payable in damages from the carrier or forwarder.

Maximum liabilities of carriers and complaint and limitation periods

Form of transport	Maximum compensation	Complaint period	Limitation period
Sea transport	667 SDR/parcel or 2 SDR/kg	Visible damage immediately, concealed damage within 3 days.	1 year
Rail transport within Finland	EUR 25/kg	Visible damage immediately, concealed damage within 10 days.	1 year
International rail transport	17 SDR/kg	Visible damage immediately, concealed damage within 7 days.	1 year
Road transport within Finland	EUR 20/kg	Visible damage immediately, concealed damage within 7 days.	1 year
International road transport	8.33 SDR/kg	Visible damage immediately, concealed damage within 7 days.	1 year
Air transport	22 SDR/kg	Visible damage immediately, concealed damage within 14 days.	2 years

SDR = Special Drawing Right. SDR 1 equals about EUR 1.20.

## Appeals

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

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

Appeals can be submitted to various boards or other appeals bodies, such as courts of first instance.

More information on appeal options is provided in the instructions of appeal attached to the insurer's decision and can also be found at [op.fi/filing-a-complaint](http://op.fi/filing-a-complaint).

## Personal data processing

Pohjola Insurance processes customers' personal data in accordance with regulations in force and in a manner described in greater detail in the Privacy Statement and the Privacy Notice. The customer is advised to read the indicated privacy information. The Privacy Statement and the Privacy Notice are available at [op.fi](http://op.fi) and at Pohjola Insurance Customer Service outlets.

## Insurance sales commissions

The insurance company pays a commission that is either a percentage of the insurance premium or a fixed fee based on the number of policies sold. The commission and its amount are affected by the insurance product and sales channel. The commission is paid to the agent or insurance company employee.





## 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
- order a Green Card
- print out certificates of insurance

Learn more about our services for commercial transport service providers at [op.fi/commercial-transport](https://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](https://claimhelp.pohjola.fi) and the OP Business mobile app.

## Our telephone service

A-Insurance services for commercial transport

- Insurance and Claims Settlement 0304 0506\*

Pohjola Insurance

- Insurance and Claims Settlement 0303 0303\*

Statutory insurance telephone services

- Motor liability insurance and claims, Workers' compensation insurance and claims 0100 5335\*\*

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

Prices are inclusive of VAT.

\*\* Call rate: local/mobile network rate.

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](https://op.fi/filing-a-complaint).

For independent advice, contact the Finnish Financial Ombudsman Bureau (FINE), tel. +358 9 6850120, [www.fine.fi/en](https://www.fine.fi/en)

Pohjola Insurance Ltd, Business ID: 1458359-3

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Domicile: Helsinki, main line of business: insurance

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

