



Road Transport Liability Insurance

AKR 01, valid as of 1 January 2021

1 Purpose of insurance

On the basis of these terms and conditions and the General Terms of Contract, the insurance company undertakes to

- cover the losses referred to under section 4.1 and the other expenses referred to separately in these terms and conditions,
- investigate the grounds for and amount of the damages,
- negotiate with the claimant, and
- appear in court or pay the legal expenses if the claim for damages leads to legal proceedings

2 Vehicle-specific or company-specific insurance

Vehicle-specific insurance covers the carriage of goods performed by the policyholder with the vehicle specified in the insurance policy and within the territorial limits of the insurance.

Company-specific insurance covers the carriage of goods performed by the policyholder under the Road Transport Agreement Act or the CMR Convention within the territorial limits of the insurance.

3 Territorial limits

The insurance is valid in the area that has been agreed upon and specified in the insurance policy.

4 Coverable losses and related restrictions

4.1 Coverable losses

Within the restrictions specified in these terms and conditions, the insurance covers the policyholder's liability for damages arising from the loss or reduction of or damage to goods or delay in their delivery in domestic or international carriage under the Road Transport Agreement Act (345/79) or the Convention on the Contract for the International Carriage of Goods by Road (CMR).

4.1.1 Domestic transports in foreign countries (cabotage transports)

This insurance also covers domestic transports in foreign countries within the territorial limits of the insurance.

In Norway and Sweden, the insurance covers, in accordance with these terms and conditions, the policyholder's liability to pay damages under the Norwegian road transport act (lov om vegfraktavtaler) or Swedish road transport act (lag om inrikes vägtransport). In other countries that fall within the territorial limits of the insurance, the insurance covers, in accordance with these terms and conditions, the policyholder's liability to pay damages under the international CMR Convention.

4.1.2 Expenses arising from the disposal of goods

The insurance covers expenses arising from the disposal of goods for up to EUR 5,000 per loss event and for a maximum of up to EUR 15,000 per insurance period, if the loss or damage in question is not covered by any other insurance policies. Expenses arising from the disposal of goods are covered only for destroyed goods.

4.1.3 Loaned vehicle

Vehicle-specific road transport liability insurance also covers any loss or damage caused by a vehicle that has been in the policyholder's use on a temporary basis for a justifiable reason. The vehicle must correspond to the actual insured vehicle in terms of its quality and properties. In order to be compensated, the policyholder is required to submit a clarification on the use of the loaned vehicle.

4.2 Restrictions

4.2.1 Loss or damage sustained by the policyholder

The insurance does not cover any loss or damage sustained by the policyholder.

4.2.2 Money and securities

The insurance does not cover money or securities.

4.2.3 Contractual liability

The insurance does not cover the extension of liability which the policyholder may have assumed under section 5, 33, 35 or 48 of the Road Transport Agreement Act.

4.2.4 Negligent guarding

The insurance does not cover any loss or damage incurred in the event that the transport vehicle, container, transport unit or goods item is left unguarded or the vehicle or the cargo space is left unlocked

Guarding means that the area where the transport vehicle, container, transport unit or goods item is left is closed

and guarded 24 hours a day and that the area is subject to continuous and adequate access control for people and vehicles.

Guarding also means that the vehicle may not be left without continuous supervision except for such business as is necessary for the completion of the transport assignment or the driver's own necessary personal needs for a short period of time. This supervision is continuous when the driver sleeps in the driver's cabin in the vehicle.

In transportation activities conducted within Finland, a transport vehicle, container, transport unit or goods item may be left unguarded for a maximum period of 24 hours (see special deductible 8.5.2.3).

In the aforementioned cases, the vehicle must be locked and its immobiliser and alarm equipment (see also section 10 Special terms and conditions) must be switched on. Moreover, the vehicle and cargo space must always remain locked so that it is not possible to enter the vehicle or its cargo space without breaking in. If it is not possible to lock the cargo space due to its structure, the vehicle must be parked, whenever possible, in a way that restricts access to the vehicle's cargo space. Moreover, the doors must be fitted with seals, and the intactness of the seals must be inspected in connection with every rest break.

4.2.5 Taxes and fees on tobacco and alcohol products

The insurance does not cover customs duties, taxes or other similar fees on alcohol or tobacco products in international transportation.

4.2.6 Load covering

The insurance does not cover any loss or damage arising from goods being inadequately covered during carriage or while being stored outdoors.

4.2.7 Loading method

The insurance does not cover any loss or damage caused by a loading method that is contrary to any laws or statutes or any regulations or licences issued by the authorities.

4.2.8 Erroneous deliveries in CIS countries

Unless otherwise specified in the insurance policy, the insurance does not cover any losses or damages arising from the erroneous delivery of goods to the wrong recipient or to any other party than the one entitled to receive the goods in carriages conducted in CIS countries.

4.2.9 Inadequate documentation

The insurance does not cover any loss or damage arising from any missing transportation, customs or other documents or insufficient or inappropriate documentation, or if said documents disappear or are used incorrectly.

4.2.10 Loss or damage sustained outside road areas

The insurance does not cover any loss or damage caused in a situation where:

- the vehicle was driven in roadless terrain
- the vehicle was driven on a road where driving is forbidden
- the motor vehicle sank through the ice on a winter road that is not in public use and has not been approved by the road authorities

- a watercourse is crossed by a ferry with an official carrying capacity that is less than the gross weight of the vehicle.

4.2.11 Non-collection of cash on delivery

The insurance does not cover the liability to pay damages resulting from the non-collection of cash on delivery.

4.2.12 Cleaning expenses

The insurance does not cover any expenses arising from the cleaning of transport equipment or containers, or any environmental decontamination expenses.

4.2.13 Intent, gross negligence, being under the influence of intoxicating substances etc.

If the policyholder or the party on whose behalf the policyholder is liable has caused the insurance event with intent, gross negligence or carelessness, or has driven a motor vehicle under the influence of alcohol or some other intoxicating or medicinal substance or under stress and this has contributed to the occurrence or extent of the loss, the compensation can be reduced or denied.

5 Safety regulations

The policyholder and the party on whose behalf the policyholder is liable must observe the Road transport (S 956) safety regulation and the safety regulations specified in the insurance policy or elsewhere in writing.

6 The policyholder's obligations

6.1 Filing a claim

The policyholder is required to notify the insurance company immediately of the loss or damage and provide it with the opportunity to inspect the damaged goods.

6.2 Prevention and limitation of loss or damage

In the case of the immediate threat or realisation of an insurance event, the policyholder is obliged to take any necessary actions to prevent or limit the loss or damage.

This obligation refers only to actions which prevent the immediate threat of transport loss to another party, but not any subsequent actions after the event, unless such actions have been separately agreed upon with the insurance company. Any reasonable costs arising from such immediate actions are covered under the insurance (see section 8.2 of the terms and conditions).

6.3 Notifying the police of a crime

In the case of a crime, the policyholder or their representative must immediately notify the local police authorities in the region where the loss or damage occurred.

6.4 Claims settlement

The policyholder must

- participate in the investigation of the loss at their own expense
- provide the insurance company with all information, documents and other material in their possession that are relevant to the claim settlement

- obtain and prepare any necessary clarifications available to the insurance company at a reasonable expense, and
- provide the insurance company with the opportunity to participate in bringing about an amicable settlement.

6.5 Notifying the insurance company of legal proceedings

If a claim for damages, based on grounds which constitute a loss coverable under the insurance, is submitted to the court, the policyholder must immediately notify the insurance company thereof as soon as the policyholder has been informed of such legal proceedings.

If a claim for damages concerns a loss or damage that, as to its grounds and amount, is coverable under the insurance, the insurance company will pay the resulting legal expenses, provided that

- the loss report has been submitted before the statement of defence is given and
- the insurance company has approved the attorney being used.

If the legal proceedings also concern other issues, the insurance shall only cover the share of expenses arising from the claim for damages covered by the insurance.

The insurance company always retains the right to assume control of the legal proceedings.

(See section 8.3 Investigation and legal expenses.)

7 The insurance company's obligations

The insurance company must investigate whether the policyholder is liable to pay damages for any reported loss covered under the insurance, for the part exceeding the deductible, and negotiate with the claimant.

If the policyholder covers the loss, makes an agreement concerning it 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.

If the insurance company has reached a compensation agreement with the party who has suffered a loss coverable under the insurance, and the policyholder does not agree to this, the insurance company will not be held liable for any subsequent expenses or for more than it would have indemnified on the basis of the aforementioned agreement. The insurance company will also not be required to conduct any further investigations into the matter.

8 Indemnification regulations

8.1 Damages

With the restrictions specified in these terms and conditions, the insurance covers the policyholder's liability to pay damages arising from the loss or reduction of or damage to goods or a delay in delivery under the Road Transport Agreement Act or the CMR Convention.

In domestic transport, the maximum amount of indemnity is as specified in the applicable decree, and in international transport 8.33 SDR (Special Drawing Right) for each miss-

ing kilogramme of the gross weight of the consignment. In addition, the insurance covers all freight, customs duties and other transport-related expenses in full, provided that the goods have disappeared and, in other cases, in proportion to the missing part of the consignment. In losses caused by a delayed delivery of cargo, the maximum indemnity is the monetary value of the freight.

Special Drawing Right refers to an international reserve asset created by the International Monetary Fund. Its value is based on the exchange rates quoted of a basket of key international currencies.

8.2 Costs arising from the limitation and prevention of loss

The insurance also covers any reasonable costs arising from the transportation of goods that are in immediate danger of being damaged or destroyed and that must be guarded, protected, reloaded or relocated to the nearest place of storage from an accident site in order to avoid said immediate danger.

Costs arising from the fulfilment of contractual obligations, such as the carriage of goods to their destination, are not covered under the insurance as costs arising from the limitation of loss.

8.3 Investigation and legal expenses

The insurance also covers any reasonable and necessary expenses arising from the investigation of a loss, but not those investigation expenses which are the liability of the policyholder under the insurance terms and conditions or which have not been separately agreed upon with the insurance company.

Legal expenses are compensated in the manner described in section 6.5.

8.4 Maximum amount of indemnity payable under the insurance

The aggregate maximum amount of all indemnities for a single loss, including any investigation, negotiation, interest and legal expenses, is the sum insured specified in the insurance policy.

The expenses arising from the prevention and limitation of a loss are compensated even if the sum insured specified in the insurance policy is exceeded.

8.5 Deductible

8.5.1 Basic deductible

For each loss, the policyholder has a basic deductible specified in the insurance policy that will be subtracted from the total amount of damages, prevention costs and expenses arising from any investigations, negotiations, interests and legal proceedings, all calculated in accordance with the insurance terms and conditions.

However, this deductible does not apply to the costs arising from the limitation or prevention of loss.

8.5.2 Special deductibles

8.5.2.1 Special deductible: Obstacle above the road

As an exception to section 8.5.1, if the damage occurs as a consequence of the vehicle or its cargo striking an obstacle

above the road, the policyholder's deductible is 25% of the loss amount, but no less than the basic deductible specified in the insurance policy.

8.5.2.2 Special deductible: Insurance events in CIS countries

As an exception to section 8.5.1, if an insurance event takes place in a CIS country, the policyholder's deductible is the amount specified in the insurance policy.

8.5.2.3 Negligent guarding

As an exception to section 8.5.1, when indemnity is paid in accordance with section 4.2.4 of the terms and conditions for a loss or damage caused by negligent guarding in Finland that lasted for a maximum period of 24 hours, the deductible is 25% of the amount of the loss or damage, but at least the amount of the basic deductible specified in the insurance contract.

8.5.2.4 Temperature

As an exception to section 8.5.1, if the loss or damage is caused by excessive heat or cold or otherwise by temperature, the policyholder's deductible is 25% of the amount of loss or damage, but at least the amount of basic deductible in accordance with the insurance contract.

- Notwithstanding the above, if the loss is a direct consequence of a traffic accident for which the insured is liable, the policyholder's deductible is the amount of basic deductible in accordance with the insurance contract.
- Notwithstanding the above, if the loss or damage is a direct consequence of a breakdown of the thermoregulator in the cargo space, the deductible is 10% of the amount of loss or damage, but at least the amount of basic deductible in accordance with the insurance contract.

The thermoregulators in the cargo space refer to cooling or heating equipment whose cooling or heating power can be regulated by thermostat so that the temperature in the cargo space remains constant and as intended.

Breakdown refers to a sudden, unforeseen breakage or technical fault in the thermoregulator or a part thereof.

After the damage, the insurance company must be given an opportunity to inspect the faulty thermoregulator and the cargo space used for the carriage without delay.

When claiming compensation, the policyholder shall provide the insurance company with a statement by a repair shop or by other reliable party on any such breakdown of a thermoregulator, in addition to any other clarifications required.

If the policyholder neglects the above-mentioned measures, the deductible 25% will apply to the loss.

8.5.2.5 Other different deductibles

In addition to the deductibles specified above, any other deductibles specified in the insurance policy will apply. These include, for example, the special deductibles specified under the additional cover provided by the insurance.

8.5.2.6 Single deductible

If two or more deductibles apply to the same loss event, only one deductible, the largest, will be subtracted from the indemnity.

8.6 Deduction of value added tax

If, under the Value Added Tax Act (1501/93), the insured is entitled to deduct the value added tax included in the bill or claim for indemnity payable under the insurance, the value added tax is deducted from the indemnity paid under the insurance.

9 Insurance premium

9.1 Insurance premium

The amount of the insurance premium is determined in accordance with a separate company tariff. The amount of the premium is dependent, for example, on the length of the insurance period, the quality of transport equipment, the territorial limits of the insurance, any special terms and conditions, and the deductible.

9.2 Calculating the premium in advance

If, owing to the nature or extent of the policyholder's business, the insurance premium must be estimated in advance, the final premium will be determined after the expiry of the insurance period, at which time the difference between the final premium and the advance premium shall immediately be paid by or returned to the policyholder.

The policyholder is required to provide the insurance company with information on the premium bases specified in the insurance policy for the calculation of the premium for the insurance period and for defining the final insurance premium at the end of the insurance period.

If the policyholder does not provide the insurance company with the information it has requested for the purpose of calculating the final insurance premium within one month of the submission of the request, the insurance company will be entitled to set the final premium at an amount it considers reasonable.

10 Special terms and conditions

As an exception to the provisions of section 31 of the Insurance Contracts Act (543/94), sections 4.2.4, 4.2.6, 4.2.7 and 4.2.10 are restrictions and not safety regulations.

As an exception to sections 6.1 and 8 of the General Terms of the Contract and sections 31 (observing safety regulations) and 33 (identification) of the Insurance Contracts Act, sections 4.2.13 and 5 of these insurance terms and conditions apply not only to the policyholder and the insured but also to the person on whose behalf the policyholder or the insured is liable.

The immobiliser referred to in section 4.2.4 of the terms and conditions refers to an electronic device that is used to prevent a vehicle from moving with the help of its own engine. 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 its 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.

ROAD TRANSPORT LIABILITY INSURANCE SPECIAL TERMS AND CONDITIONS, 1 JANUARY 2021

These special terms and conditions apply together with the Road Transport Liability Insurance AKR 01 terms and conditions. The validity of the insurance cover can be extended by these special terms and conditions in compliance with the insurance company's acceptance principles and additional premiums by separate agreement with the insurance company. Special terms and conditions apply to the insurance if this has been separately agreed with the insurance company and the matter has been entered in the insurance policy.

102 Erroneous delivery

The restriction in section 4.2.8 of the insurance terms and conditions does not apply. The insurance also covers any loss arising from erroneous delivery of the goods to the wrong recipient or to anyone other than the one entitled to receive the goods in carriages in the CIS countries.

The deductible entered in the insurance policy will be subtracted from the indemnity.

Otherwise, AKR 01 insurance terms and conditions will apply.

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