

# Motor insurance

## For private and corporate customers

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## Introduction

LocalTapiola Motor Insurance covers your vehicle for many types of risk, including those that arise when using the vehicle in traffic.

If motor liability insurance is mandatory for your vehicle, LocalTapiola Motor Insurance includes statutory motor liability insurance. Additionally, you can also add voluntary motor insurance to the same policy in your selected scope.

The policy document shows the scope of your insurance cover. The policy document also identifies the subject matter insured, the scope of cover, the specific insurance covers selected and the deductibles, as well as any supplementary covers, add-ons and special conditions that the policy has.

These terms and conditions describe the content of statutory motor liability insurance and voluntary insurance. With regard to voluntary insurance, policies are also subject to the General terms and conditions indicated in the policy document as well as to any special conditions specifically shown in the policy document.

Motor liability insurance provides cover in accordance with the Motor Liability Insurance Act for bodily injuries and the innocent party's material damage caused by the use of a vehicle in traffic. Voluntary insurance covers the insured property in accordance with these terms and conditions for material damage as well as against liability claims and legal expenses that arise from vehicle use, ownership and possession. Voluntary insurance also covers the other costs specifically set out in these terms and conditions.

## Terms and conditions of voluntary insurance

### Insurance and compensation terminology

**'Accessory'** means any equipment that solely serves the vehicle concerned and provides it with additional functionalities (for example, safety seats, auxiliary heaters, light brackets and ski-boxes).

**'Additional device'** means any device that it is necessary to fit to the vehicle in order to carry out the works for which that vehicle is intended (for example, front-loaders, buckets, loader cranes). An additional device extends the uses to which the vehicle can be put as a tool.

**'Superstructure'** means any assembly fitted over the actual body structure of a lorry, trailer or towed device that makes it possible to use the vehicle for the purpose for which it was acquired (for example, cargo beds, box truck bodies, demountable container equipment, tanks).

**'Seasonally rated'** insurance distributes the annual insurance premium across the months in unequal amounts, in a manner that reflects the level of risk, that is according to the seasonal variations of vehicle use and of the risk of damage. The premiums are billed as chosen by the policyholder, and the policy can be billed also after the date of its expiry if the full accumulated premium has not been billed yet.

**'Property insurance'** means an insurance that is intended to cover claims for vehicle loss and damage. The insurance covers set out in Sections 3.1–3.14 are considered property insurances.

**'Farm customer'** means any customer that is indicated as having a farm customer relationship in the customer information system which the insurer maintains.

## 1 Territorial limits

This insurance is in force throughout Europe and in the non-European Green Card countries, with the exception of Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Georgia, Iran, Israel, Kosovo, Macedonia, Moldova, Montenegro, Morocco, Romania, Russia, Serbia, Tunisia, Turkey and Ukraine, unless otherwise indicated regarding the territorial limits in the policy document or for a specific cover.

Where compensation is provided by way of a replacement car, the territorial limits for replacement cars and replacement vehicles are defined in Section 3.20.2.2.

Section 3.19.2 lays down the territorial limits in respect of abroad liability.

Insurance of yellow test plates is in force in Finland, Sweden, Norway and Denmark.

## 2 Subject matter of insurance

### 2.1 Vehicle and related equipment

1. The vehicle identified in the policy document and its standard equipment are the subject matter of this insurance.
2. This insurance also provides cover for the following:
  - a) normal retrofit accessories integrally related to vehicle use, including safety seats, auxiliary heaters, light brackets and ski-boxes, which the policyholder or someone living in the same household with the policyholder owns or has purchased on a hire purchase basis;
  - b) retrofit electronic devices and other normal additional devices integrally related to vehicle use;
  - c) driver safety equipment and protective equipment related to vehicle use that the policyholder or the driver owns, including helmets, helmet headsets as well as racing suits, racing gloves, racing boots and other protective equipment;
  - d) trailers not subject to a registration obligation that are intended for the transportation of goods and designed for use with the insured vehicle, when attached to the insured vehicle at the moment when loss or damage occurs;
  - e) retrofitted domestic appliances integrally related to vehicle use, such as televisions, microwave ovens and other devices for preparing food;
  - f) superstructures of insured lorries, trailers or towed devices.

Insurance of yellow test plates covers the vehicle the policyholder owns or has purchased on a hire purchase basis to which the plates are fixed and which is used for any of the purposes prescribed in Section 116 of the Vehicles Act.

In the case of tractors, lorries, motorised work machines, heavy trailers and towed devices, the electronic devices, other additional devices, trailers exempted from registration and superstructures mentioned under items b, d and f are collectively covered by this insurance up to €20,000, and in the case of other vehicles up to €2,000, unless otherwise agreed and shown in the policy document.

This insurance also provides cover for the additional devices, accessories and superstructures shown in the policy document that are specifically insured by Accessory Cover, up to the maximum compensation amount shown in the policy document.

## 2.2 Equipment kept separate from the vehicle

Fire and theft insurance provides cover for the following items:

- one set of summer or winter tyres kept separate from the vehicle in respect of passenger cars, vans, light quadri-mobiles, ATVs approved for traffic on public roads, motorcycles, and trailers;
- the following items that, according to Section 2, are included in the subject matter of insurance, when they can be detached normally from the vehicle: trailers exempted from registration, additional devices, accessories and superstructures.

## 2.3 Excluded devices and equipment

This insurance does not provide cover for any of the following:

- devices that are foreign to the actual operation of the vehicle;
- vehicle spare parts;
- devices or equipment that are in breach of any regulations issued by public authorities, such as radar warning devices;
- structures and equipment intended for use in competitions, such as specialist meters;
- vehicle structures, devices, equipment and parts for which a modification inspection is required, when they have not undergone the necessary modification inspection;
- special paintwork, that is all paintwork deviating from the manufacturer's normal colour scale, such as pearlescent, decorative and chameleon paintwork;
- decals and coatings, such as rubber, nano and ceramic coatings, with the exception of the labels and logos that the policyholder owns which are associated with the individual operations of the company concerned;
- telephones, tablet computers, clothing, linen, bedding, cutlery, food items and other equivalent movable property;
- fuels;
- charging stations and other devices and cables used for charging traction batteries, with the exception of separate charging cables;
- deep-sea containers.

## 3 Insurance covers

### 3.1 Collision

This insurance provides cover against material loss and damage caused directly to the subject matter of insurance:

- through swerving off the road or turning over;
- by a blow, collision, fall or some other similar cause that damages the subject matter insured from the outside suddenly and unforeseeably;
- when a lorry or its trailer suddenly and unforeseeably turns over during loading or unloading.

In claims for collisions involving motorised work machines, or tractors with an unladen weight of more than 2,000 kilograms, this insurance also covers material damage that is immediately caused when they sink through the ice, into a bog or into the water.

This insurance does not provide cover against loss or damage caused:

- by water, if the affected vehicle is operated on a road or some other area wholly or in part covered by water;
- when a vehicle sinks through the ice, into a bog or into the water anywhere outside public-use winter roads that meet the safety requirements set by the relevant road authority. This exclusion does not apply to vehicles with an unladen weight of more than 2,000 kg classified as tractors or as motorised work machines;
- during unauthorised use or alleged unauthorised use, unless it is proven that an insured event described in Section 3.4 occurred before that;
- by any use or addition of, or refuelling with, a wrong or defective fuel or liquid, or when they are added into the wrong place;
- by a lightning strike.

### 3.2 Collision with wild animals

This insurance provides cover against material loss and damage caused directly by a collision with a wild animal. 'Collision' here means striking against an animal.

This insurance does not provide cover against claims caused by avoiding a collision with an animal.

### 3.3 Fire

This insurance provides cover against material loss and damage caused directly to the subject matter of insurance by:

- an outbreak of fire;
- a direct lightning strike that hits it.

This insurance does not provide cover against any of the following:

- damage caused to an electrical apparatus, a wire, a wire harness, or an electronic control unit of a vehicle if caused when they or any wiring or wire harness associated with them overheat or short circuit or sustain an over- or undervoltage or some other internal failure;
- damage caused during unauthorised use or alleged unauthorised use, unless it is proven that an insured event described in Section 3.4 occurred before that;

- when a vehicle part heats up and this damages the part itself or any other vehicle parts or structures;
- damage caused by a fire or explosion inside the exhaust gas extraction and recirculation system to that same system.

For the deviating deductible that applies to automatic extinguishing systems, see Section 4.6.4.1.

### 3.4 Theft

This insurance provides cover against direct material loss and damage to the subject matter of insurance when caused by theft, theft of a motor vehicle for temporary use, or unauthorised use of a vehicle, or by any attempt of these offences, provided that the target of the act was locked or it was in a locked shelter to which only authorised persons have access.

If any of the above acts has been committed by using keys, the cover will pay out compensation only if the perpetrator of the act obtained keys to the insured subject matter or to its storage shelter by theft in connection with a break-in or obtained them in connection with robbery. Break-in means that access to a locked space is gained by using violence, by breaking locks or structures in such a way that this leaves signs of tampering.

If, in addition to or besides keys, the vehicle can be locked, opened or started in some other manner, including with a mobile phone, a code or another method replacing keys, the provisions of these terms and conditions on keys will apply to them. The locking requirement applies to all vehicles.

A claim for vehicle loss is accepted for cover only if the insured or the relevant police authority or customs authority does not become aware of the vehicle having been found within 30 days of the day on which the insurer became aware of the theft of that vehicle and if the theft is reported to the police authority.

This insurance does not provide cover against a claim:

- if the party causing the claim took possession of the vehicle or the vehicle keys lawfully;
- if any of the insureds or someone likened with an insured is the party causing the claim, or if someone else causes the claim with these persons' consent;
- if an unlocked vehicle or its equipment is appropriated or without authorisation taken into use from a shelter to which someone other than the insured, or someone other than a person living in the same household with the insured, has a key;
- caused through fraud or embezzlement.

### 3.5 Vandalism

This insurance provides cover against direct material loss and damage caused to the subject matter of insurance through an intentional malicious act. 'Intentional act' means that the perpetrator's express purpose was to damage the subject matter of insurance.

This insurance does not provide cover against any of the following:

- damage caused through another vehicle;
- damage caused during unauthorised use or alleged unauthorised use, unless it is proven that

- an insured event described in Section 3.4 occurred before that;
- damage caused inside an unlocked vehicle, unless the vehicle was in a locked shelter to which only the insured and those living in the same household with the insured have a key;
- damage caused by any contaminated or defective fuel.

### 3.6 Natural phenomenon

This insurance provides cover against material loss and damage caused directly by:

- a tree felled by wind onto the vehicle;
- some other object detached by wind to the vehicle when it is stationary;
- hail to the vehicle exterior surfaces;
- a rise in the water level brought about by natural phenomena to a stationary vehicle when the ignition of the vehicle is off.

This insurance does not provide cover against material loss and damage caused by:

- water, if the affected vehicle is operated on a road or some other area wholly or in part covered by water;
- an air flow induced by another vehicle.

### 3.7 Parking lot collisions

This insurance provides cover against direct material damage inflicted on a parked vehicle when caused through another motor vehicle and when the person responsible for the damage is not known.

A condition for the payment of compensation is that the claimant must be able to provide the insurer with reliable information about the date and time at which, and the place where, the incident occurred.

This insurance does not provide cover against any loss or damage caused during unauthorised use or alleged unauthorised use, unless it is proven that an insured event described in Section 3.4 occurred before that.

### 3.8 Salvage benefit

The Salvage benefit is a property insurance that supplements the insurances provided in Sections 3.1–3.7, paying extra compensation, in addition to the fair value of the affected vehicle, if the conditions of cover set out in these terms and conditions are met. Compensation for fair value is provided from the property insurance determined on the basis of the type of loss suffered.

#### 3.8.1 Total compensation by way of the cash price of a new vehicle

This insurance pays the cash purchase price of a new vehicle that is identical in terms of make, model and level of equipment if:

- excepting one importer's and/or car dealership's ownership and possession not exceeding nine months in length, the policyholder has owned or had possession of the subject matter of insurance and it has been insured by voluntary insurance ever since it was or should have been registered for the first time;
- the subject matter of insurance was first taken into use not more than three years previously;

- the subject matter of insurance has completed a maximum of 60,000 km; and
- the cost of repairing the subject matter of insurance is estimated to be at least 50% of the cash purchase price of a new identical vehicle or, where an identical vehicle is not on sale any longer, of the cash purchase price effective when an identical vehicle was last on sale.

‘Cash purchase price’ means a value that is smaller than or equal to the price at which the insurer can obtain or could have obtained, at the moment when the loss occurred or when the vehicle was last on sale, a vehicle of an identical make and model and fitted with equipment equivalent to the equipment included in salvage.

Where the model concerned is not sold any longer, maximum compensation liability is limited to the most affordable cash purchase price of the identical vehicle model that was last on sale. Vehicle colour is not considered a limiting factor when assessing whether vehicles are identical.

A condition for Salvage benefit compensation is that the damaged, destroyed or lost vehicle must be replaced with an identical vehicle or one of identical value.

### 3.8.2 Additional compensation by way of up to 30 per cent of the fair value

Where the affected vehicle does not meet the Salvage benefit conditions of cover for a new vehicle, the insurer’s maximum compensation liability in respect of Salvage benefit compensation is limited to 30 per cent of the fair value of the vehicle, determined as set out in Section 4.6.2.

### 3.8.3 Maximum compensation

However, maximum total compensation is limited to a new identical vehicle’s cash price effective at the moment of purchase, or to the price effective at the time when one was last on sale. Maximum compensation for vehicles purchased second-hand is always limited to their fair value effective at the moment of purchase. If ownership of the subject matter of insurance is not transferred to the insurer, the compensation payable is the difference between the fair value which the subject matter of insurance had immediately before loss and after loss.

## 3.9 Windscreen

This insurance provides cover for the insured vehicle’s panes against breakage that is due to a direct external blow to a pane. ‘Pane’ means the windscreen, the door panes, the side glasses, the rear window and the sunroof.

‘Pane’ does not encompass any glasses of lights.

This insurance does not provide cover against any loss or damage caused through collision or swerving off the road, or if the vehicle turns over.

When the glass is replaced at a LocalTapiola-approved partner repair shop, the claim is subject to the deductible shown in the policy document. If the glass is replaced by a repairer other than a LocalTapiola-approved partner repair shop, the claim is subject to a deductible of €300, but in any case at least the deductible shown in the policy document.

## 3.10 Fraud Cover

This insurance provides cover for vehicles that are in rental or car-sharing use, provided that the insurer has been informed of the rental or car-sharing use.

Cover ends on the day on which the insurer is informed that the vehicle is no longer used for rental or car-sharing purposes.

This insurance covers material loss of the subject matter of insurance through fraud or embezzlement. Fraud Cover provides protection against material loss of the vehicle if the insured or the relevant police authority or customs authority does not become aware of the vehicle having been found within 30 days of the day on which the insurer was informed that the affected vehicle was not returned within the time period set out in the rental contract, and if this is reported to the police authority.

### Validity of cover

This insurance is in force if:

- before making the vehicle available, the lessor or the lessor’s representative has verified the hirer’s identity and right to drive the vehicle handed over, and if a copy was made of the driver’s licence;
- the lessor has verified that the hirer has a permanent residence or a known residence address in Finland;
- the rental contract was concluded in writing, and it indicates whether the vehicle hirer has a right to take the vehicle outside the borders of Finland;
- in cases of rental, the applicable prepayment was made by a credit card or a Finnish debit card – here compliance must be ensured with the specific instructions provided by each credit institution; and if
- the hirer was provided with only one set of keys.

## 3.11 Engine breakdown

This insurance provides cover against direct material loss and damage caused expressly to the vehicle engine, drive transmission system or hydraulics or their control units by sudden and unexpected internal breakdown of the subject matter of insurance.

The drive transmission system that moves the machine comprises the transmission, final drives, transmission shaft axles and hydraulic drive transmission, together with their pipes and hoses.

‘Engine’ means the parent engine, without the engine accessories.

- The parent engine comprises the cylinder block; crankshaft and related bearings; connecting rods and their bearings; pistons; cylinder head and related valves and valvetrain; engine control unit; as well as the pressure charger and related valves and controllers.
- The parent engine does not comprise the alternator; starter; air-conditioning compressor and air compressor; cooling system and related fans and cells; exhaust system; fuel system (incl. injectors and fuel supply pumps); or exhaust after-treatment systems.

‘Hydraulics’ means the hydraulic valvetrain and pump, without the hydraulic pipes and hoses.

Cover ends at the end of the insurance period during which a period of 10 years elapses from the day on which the insured subject matter was taken into use.

This insurance does not provide cover against loss or damage caused:

- by a leaky seal or gasket;
- by water to work machine engines and their accessories, power transmissions or hydraulics;
- when the subject matter of insurance is used contrary to the manufacturer’s and the importer’s operating instructions;
- to a combustion engine by an explosion in that engine;
- by any contaminated or defective fuel, lubricant or hydraulic fluid;
- to power transmission friction surfaces or their mating parts;
- as a consequence of damage caused to power transmission friction surfaces or their mating parts.

This insurance does not cover costs of maintenance or servicing measures, adjustments, cleaning, washing, tightening, lubrication, updates or programming.

### **3.12     Loan trailer insurance**

Towing vehicle insurance provides cover also for any trailer attached to the towing vehicle if the policyholder does not own or does not have permanent possession of the trailer, when this is expressly agreed and shown in the policy document. Cover extends to the trailer superstructure.

This insurance provides cover against loss and damage to loan trailers or superstructures caused when they are attached to the towing vehicle. The scope of insurance cover is as indicated by the towing vehicle insurance shown in the policy document, excluding, however, Replacement Car and Replacement Vehicle, Windscreen, Finance and Lease Cover, Legal Protection, and Salvage Benefit.

In respect of every insured event, maximum cover is limited to €200,000.

### **3.13     Robbery Cover**

This insurance provides cover for the driver’s or the policyholder’s movable property if it is stolen or damaged in a robbery or assault occurring in the course of carrying on commercial traffic. A condition for the payment of compensation is that the claimant must be able to provide the insurer with reliable information about the date and time at which, and the place where, the incident occurred.

With regard to passenger cars and vans, cover ends on the day on which the insurer is informed that the vehicle is no longer in licensed use.

This insurance covers cash, clothing, spectacles and other use items.

Movable property is covered up to €2,000.

This insurance does not provide cover against loss or damage caused:

- theft, disappearance, misplacement or loss of property;
- fraud, payment fraud, embezzlement or identity theft.

### **3.14     Cleaning costs**

This insurance provides cover for the direct costs of cleaning the vehicle interior following sudden fouling of interior fittings in the course of commercial traffic, rental use or car-sharing use.

Cover ends on the day on which the insurer is informed that the vehicle is no longer in licensed, rental or car-sharing use.

In respect of every insured event, maximum cover is limited to €500.

This insurance does not provide cover against loss or damage caused by:

- fouling that is due to normal vehicle use;
- intentional fouling of or damage to the vehicle;
- microbes, viruses, bacteria or smell.

### **3.15     Exclusions to property insurances**

Property insurance (3.1–3.14) does not provide cover against loss or damage caused:

- to the subject matter of insurance through deficient circulation of air or of a coolant, control medium, lubricant, power transmission medium, fuel or fuel additive, unless it is proven that an insured event described in Section 3.4 occurred before that;
- to any vehicle part or equipment by its structural, manufacturing or material defect or weakness;
- by any part, accessory or additional device of the vehicle to the subject matter of insurance itself;
- by water or moisture to the vehicle functions’ electrical system or other parts, unless the damage is a direct consequence of any of the events set out in Sections 3.1–3.7;
- by the weight of ice or snow, or by frost, freezing, rain or heat;
- by the vehicle’s load, unless the damage is a direct consequence of any of the events set out in Sections 3.1–3.7;
- by an animal on board the vehicle, unless the damage is a direct consequence of any of the events set out in Sections 3.1–3.7;
- by any modification of the vehicle’s original structure;
- because the original settings set for the vehicle engine control units have been modified (optimisation);
- when using the vehicle for a competition, competition training, drifting or comparable show driving;
- when operating the vehicle at a motor racing track or in any driver or speed training at some other area or part of a road section. The above exclusion does not apply to driver training provided by a driving instructor for the purpose of obtaining a driving licence;
- by nuclear damage as described in the Nuclear Liability Act, regardless of where the nuclear damage occurs;

- by a war, rebellion, revolution or some other similar cause;
- by wear and tear, wetting, corrosion, rusting, fungi, moulding, decay, material fatigue or some other comparable gradual phenomenon, or by degradation or termination of functional capability;
- as a result of modification of the vehicle's technical characteristics, settings or structures in breach of the manufacturer's or the importer's instructions.

This insurance does not cover claims for which some other party is liable under the law or based on warranty, liability for lack of conformity or another contract.

### **3.16 Expenses of towing and travel**

#### **3.16.1 Subject matter of insurance**

This insurance provides cover for the vehicle shown in the policy document and for any traile trailer.

#### **3.16.2 Insureds**

The vehicle driver and any passengers travelling in the vehicle with the driver are the insureds. With regard to vehicles registered for licensed traffic, cover extends only to the vehicle driver. The primary right to compensation for travel expenses and other additional expenses rests with the vehicle owner and holder if they participate in the travel. In all other cases, the vehicle driver enjoys a priority right to compensation.

#### **3.16.3 Insured event**

This insurance covers the reasonable expenses of interrupted travel that are set out in more detail below, when the expenses are incurred from any of the following events:

- the subject matter of insurance swerves off the road or turns over;
- the subject matter of insurance develops a defect or is damaged;
- a locked vehicle is stolen or used without authorisation;
- a private-use passenger car runs out of fuel or other propulsion energy in Finland.

'Travel' means any travel, undertaken by means of the insured vehicle, that has already commenced, from its origin to the planned destination, including any intermediary overnight accommodation and normal short stops.

LocalTapiola has a right to appoint the towing company or other service provider to be used in the event that travel is interrupted. When the towing or roadside assistance is undertaken by a LocalTapiola-approved partner, the claim is not subject to a deductible. If the towing or roadside assistance is undertaken by a party other than a LocalTapiola-approved partner, the claim is subject to a deductible of €50.

#### **3.16.4 Limitations of liability**

This insurance does not provide cover against loss or damage caused:

- by failure to start or move off the vehicle due to frost, rain or some other comparable climatic condition;
- when using the vehicle for a competition, competition training, drifting or comparable show driving;

- when operating the vehicle at a motor racing track or in any driver or speed training at some other area or part of a road section. The above exclusion does not apply to driver training provided by a driving instructor for the purpose of obtaining a driving licence;
- when the vehicle sinks through the ice, into a bog or into the water anywhere outside public-use winter roads that meet the safety requirements set by the relevant road authority;
- by nuclear damage as described in the Nuclear Liability Act, regardless of where the nuclear damage occurs;
- a war, rebellion, revolution or some other similar cause.

#### **3.16.5 Covered expenses**

##### **3.16.5.1 Vehicle transportation and lifting expenses**

This insurance covers the expenses of lifting the vehicle back onto the road. Additionally, if the vehicle is not roadworthy, cover also includes transporting the vehicle to the nearest repair shop where the vehicle can be repaired appropriately. With regard to private-use passenger cars, cover includes transportation to the nearest place where the car can be refuelled or its traction batteries charged when this is necessary due to running out of propulsion fuel or electricity.

For buses and coaches as well as lorries and their trailers, expenses of transportation and lifting can be covered up to €3,500 per insured event.

For veteran vehicles, expenses of transportation and lifting can be covered up to €500 per insured event.

##### **3.16.5.2 Repair costs as an alternative to transportation**

Alternatively, instead of covering the cost of transportation, the policy may cover the expenses of travel and labour that arise from repairing the fault or damage at the scene of loss, or that arise from the delivery of fuel or some other propulsion energy. Maximum compensation is limited to the amount that it would have cost to transport the vehicle and/or trailer to the nearest repair shop, or to transport the car to the nearest place where the car can be refuelled or the traction batteries charged. Claims for other vehicle or trailer repair costs are not accepted.

##### **3.16.5.3 Travel, pick-up and other additional expenses**

This insurance covers the driver's and the passengers' expenses of travel from the locality where the loss occurs to the place where they are domiciled using the most economical transport equipment possible. Alternatively, instead of the expenses of travel home and up to their amount, the following can be covered:

- expenses of travel to the destination using the most economical transport equipment possible; or
- direct additional overnight accommodation and other expenses arising from having to wait for the vehicle repairs to be completed.

In claims that occur outside Finland, a right to reimbursement of the expenses of travel home arises if the total length of time that it takes to identify the fault and to carry out the repairs is estimated to be at least three workdays.

Additionally, this insurance also covers the reasonable travel expenses from picking up a repaired vehicle, or the cost of scrapping a low-value vehicle, abroad in the event that the subject matter of insurance is not repaired. The reasonable cost of transporting the vehicle from outside Finland to the home locality is also covered when it was necessary to leave the vehicle outside Finland owing to the driver's illness, accident or death.

Travel expenses and other additional expenses of interrupted travel, as well as the costs of picking up the subject matter of insurance, are eligible for cover, per insured event, up to €500 in claims arising in Finland and up to €2,000 in claims arising outside Finland.

For buses and coaches as well as lorries and their trailers, the total amount of all covered expenses is limited to the maximum amount shown in Section 3.16.5.1.

### 3.16.6 Excluded expenses

This insurance does not provide cover against any of the following:

- loss of earnings;
- costs of loading, unloading or transportation in respect of cargo on board the vehicle and/or the insured trailer, unless unloading was necessary to lift the vehicle back onto the road;
- expenses of overnight accommodation, meals and fuels or other costs which would have been incurred even in the absence of the insured event in question;
- costs covered by the vehicle's make-specific onward travel service contract, or by a similar vehicle-make-independent onward travel service contract that is tied to the affected vehicle or to a specific person. With the exception of insurance contracts, all contracts intended to cover the costs of roadside assistance, towing and replacement cars, as well as other comparable costs, are treated as onward travel service contracts, and they are primary over emergency road service insurance and towing service insurance;
- costs for which the importer or the business that sold or repaired the vehicle is liable under the law or based on warranty, liability for lack of conformity or another contract;
- the difference between the contract price paid to the service provider under some other reimbursement scheme or based on some other contract and the price generally charged by the service provider for services.

### 3.17 Finance and Lease Cover

This insurance provides cover against claims for vehicle loss and damage insofar as full compensation is not available from the property insurances set out in Sections 3.1–3.7 due to a clause that restricts the scope of cover. These clauses include the following:

- loss and damage caused to the subject matter of insurance through deficient circulation of air or of a coolant, control medium, lubricant, power transmission medium, fuel or fuel additive;

- operating the vehicle on a road or some other area wholly or in part covered by water;
- loss and damage caused by water or moisture to the vehicle functions' electrical system or other parts, unless this is a direct consequence of any of the events set out in Sections 3.1–3.7;
- claims caused when the vehicle sinks through the ice, into a bog or into the water;
- claims caused by an animal on board the vehicle.

#### 3.17.1 Limitations of liability

This insurance does not provide cover against loss or damage caused by:

- fraud or embezzlement;
- failure to comply with the terms of a financing agreement.

#### 3.17.2 Insureds

The following are the insureds:

- the car dealership engaged in the sale of motor vehicles which sold the vehicle subject to a reservation of title provision, or the financial institution to which the car dealership transferred equivalent rights;
- the lessor of the vehicle (leasing; not rental);
- the pledgee of the vehicle, or the motor vehicle mortgage holder.

#### 3.17.3 Maximum amount of compensation

The maximum amount of compensation that can be awarded is limited to the fair value of the vehicle less the applicable deductible, but in any case not more than:

- the balance outstanding to the seller, as determined under the terms of the relevant hire-purchase contract;
- the unpaid portion of a loan that is secured by way of motor vehicle mortgage; or
- the amount owed to the pledgee.

### 3.18 Legal protection

#### 3.18.1 Purpose of insurance

The purpose of this insurance is to provide reimbursement for the insured's necessary and reasonable legal expenses of legal aid in disputes, criminal cases and non-contentious civil cases in respect of the insured events referred to in Section 3.18.4 that concern ownership, operation and possession of the motor vehicle shown in the policy document.

#### 3.18.2 Insureds

The owner, holder and driver of the vehicle shown in the policy document, each in this capacity, are the insureds.

#### 3.18.3 Courts of law and territorial limits

The insured may take advantage of this insurance in matters that can be directly referred to a district court in Finland or to a corresponding foreign court in the countries shown in Section 1 of these terms and conditions.

This insurance does not cover any expenses in cases that come before the administrative authorities or special courts, such as the Administrative Court, the Insurance Court, an Environmental Permit Authority or the Supreme Administrative Court, or any foreign administrative authorities or special courts. Nor does this insurance cover any expenses in cases that come before the European Court of Human Rights or the Court of Justice of the European Court.

#### 3.18.4 Perils insured

##### 3.18.4.1 Definition of insured event

The peril insured (insured event) under this insurance

- in disputes and non-contentious civil cases is:
  - the materialisation of a dispute. A dispute materialises when it has been established that a claim, the merit and the quantum of which have been set out, is contested as regards the merit or the quantum of that claim.
- in criminal cases is:
  - opening of the judicial investigation.

##### 3.18.4.2 Period of cover

The contested claim or criminal case to which the insured event refers must be based on an event, circumstance, legal act or tort that has occurred during the period when cover is in force.

##### 3.18.4.3 Single insured event

Matters will be considered to constitute a single insured event whenever:

- two or more insureds of this insurance are on the same side in a dispute, criminal case or non-contentious civil case; or
- the insured has pending several disputes, criminal cases or non-contentious civil cases which are based on the same event, circumstance, legal act, or tort; or
- the actions have been joined or they should be joined in the legal proceedings because they are essentially due to the same cause of action or because they concern the same case or a case that belongs to the same context.

#### 3.18.5 Exclusions

This insurance does not provide cover for any expenses that the insured incurs in cases:

1. where the contestation of the claim cannot be proved;
2. that do not concern ownership, possession or operation of a vehicle for the purposes of the insured's work, professional activities, gainful activity, trade or business;
3. that concern any operating licence required for the licensed carriage of people or goods, or that concern carriage without authorisation;
4. that are between any of the insureds of this insurance; however, this insurance provides cover for the policyholder's costs and the expenses of the vehicle driver's legal defence in prosecution proceedings that concern the use of a motor vehicle in traffic;

5. where a criminal prosecution conducted by the public prosecutor against the insured concerns any of the following offences: driving while intoxicated, driving while seriously intoxicated, flight from the scene of a traffic accident, or relinquishing a vehicle to an intoxicated person;
6. where a criminal prosecution conducted by the public prosecutor against the insured concerns any of the following offences: causing a serious traffic hazard, or causing a traffic hazard or traffic offence through speeding;
7. where a criminal prosecution conducted by the public prosecutor against the insured concerns an intentional act or gross negligence or is due to the insured's some other act than the use of a motor vehicle in traffic;
8. that concern unauthorised operation of a vehicle;
9. that concern disqualification of a driver from driving;
10. that concern a claim for damages or some other claim presented, or some other criminal prosecution brought, against the insured that is based on any of the acts referred to in subparagraphs 5–9 above;
11. that are insignificant to the insured;
12. that concern a civil claim presented by the insured where the claim is based on an act that has given rise to his or her criminal conviction, or for which criminal proceedings against him or her were discontinued or for which he or she was exempted from penalties under specific rules governing it. However, if the claim for damages is based on an act for which the insured is found guilty on grounds that are not based on causing a traffic offence through speeding or causing a traffic hazard through speeding, the costs arising from bringing a damages claim can be covered;
13. that concern or are related to bankruptcy or enforcement, such as any recovery action within the meaning of the Act on the Recovery of Assets to Bankruptcy Estates, the contested enforcement referred to in the Enforcement Code, or the enforcement of any distraint;
14. where it is contested whether the expenses arising from the insured event which the insured reports are eligible for reimbursement under this legal expenses insurance either wholly or in part;
15. that are tried as a collective action or as a collective complaint.

#### 3.18.6 What to do after an insured event

1. If the insured wishes to take advantage of this insurance, they must inform the insurer of this in advance before any legal expenses are incurred. After being informed of this, the insurer will send the insured a claim settlement decision.
2. The insured must appoint as their attorney an attorney-at-law or a lawyer who may legally serve as an attorney or legal counsel in the country of the trial to be held within the territorial limits of insurance. No insurance reimbursement is payable if the insured does not appoint an attorney at all or appoints an attorney other than an attorney described above.

3. In cases that progress to a main hearing at a district court or at a corresponding foreign court, and in cases tried in arbitration, the insured must demand the opposing party to cover the insured's legal expenses in full. If the insured, without a valid reason, fails to submit a cost claim or gratuitously withdraws it, cover can be reduced or it may be refused altogether under the Insurance Contracts Act. However, in the mediation proceedings (judicial mediation) referred to in the Act on mediation in civil matters and confirmation of settlements in general courts, it is not necessary to demand reimbursement in respect of the expenses incurred to the insured by the mediation proceedings.
4. The insured does not have a right to approve, in a manner that would be binding on the insurer, the amount of the expenses of pursuing their case. If the insured pays any of his or her legal expenses out of pocket, the sum paid will not be binding on the insurer when assessing whether the expenses are reasonable.

### **3.18.7 Indemnification regulations**

#### **3.18.7.1 Sum insured**

The maximum compensation that can be awarded for any one insured event is limited to the sum insured shown in the policy document.

#### **3.18.7.2 Covered expenses**

This insurance covers the insured's necessary and reasonable legal expenses arising from insured events as follows:

##### **A) In disputes and non-contentious civil cases**

The expenses of an attorney and of any presentation of evidence. Where a case is subject to judicial mediation, this insurance also provides cover for the insured's portion of the fee and expenses paid to the mediator's assistant, calculated in relation to the number of the disputing parties. If bringing a dispute before a court is conditional on some legal act, on a decision passed by the relevant authorities or on a decision passed in any discharge of duties, expenses can be covered as of the moment when said condition was fulfilled.

##### **B) In criminal cases**

Where the insured is the injured party in the case, the legal expenses of an attorney and of any presentation of evidence, insofar as the case at issue concerns the insured's civil claim which arises from a criminal offence and which does not concern legal expenses. Where the insured is the defendant in the case, the legal expenses of an attorney and of any presentation of evidence.

##### **C) On appeals to the Supreme Court**

If an appeal to the Supreme Court is subject to leave to appeal, this insurance covers the costs of appeal only if such leave is granted. The costs of extraordinary appeals can be covered only if the Supreme Court accepts the complaint, annuls the judgment or provides *restitutio in integrum*.

#### **D) Shared interest**

Where the case concerns an interest materially other than the insured's own interest, or if the insured has in the case an interest to safeguard which the insured shares with persons not covered by this insurance, this insurance covers only the portion of the costs that is deemed to be attributable to the insured.

#### **E) Opposing party's legal expenses**

On the same terms as those applying to the insured's own legal expenses, this insurance covers the legal expenses, other than the opposing party's settled legal expenses, that the insured is ordered to pay in a final judgment by the court. The maximum total compensation that can be awarded for the insured's own and the opposing party's expenses is limited to the sum insured shown in the policy document.

#### **3.18.7.3 Amount and calculation of compensation**

The legal expenses covered by this insurance will be awarded in accordance with the guidance governing legal expenses laid down in the Code of Judicial Procedure and in the Criminal Procedure Act. If, following cognovit by the parties, the court does not rule on legal expenses in its judgment, or if the case is resolved amicably, the covered expenses will also be awarded with reference to the expenses usually awarded and paid in comparable cases.

In respect of the costs of an attorney, this insurance covers the reasonable fee for the attorney's work and any necessary costs. When determining the reasonableness of fees and expenses, account will be taken of the value of the benefit at issue, the complexity and scope of the case, and the volume and quality of the work carried out.

Expenses will be covered up to the costs which the court orders the insured's opposing party to pay, unless the court expressly holds, by virtue of the reasons set out in its judgment, that the insured is to bear his or her own costs wholly or in part. However, the maximum amount of covered expenses cannot be higher than the cost claim presented by the insured to his or her opposing party.

If the monetary value of the benefit at issue can be determined, the maximum reimbursable expenses will be limited to the benefit at issue multiplied by two, subject to the limits of the sum insured shown in the policy document, or if the matter in dispute concerns a recurring payment, in assessing the amount of reimbursable expenses they are not to exceed the lump-sum benefit at issue multiplied by ten. When assessing the amount of a benefit, any claims for interest expenses and those for legal expenses will be ignored.

If, under the Value Added Tax Act, the insured is entitled to deduct or claim the tax included in the legal expenses invoice or in the legal expenses, reimbursement will be awarded net of the value added tax included in the costs.

#### **3.18.7.4 Excluded expenses**

This insurance does not provide cover against any of the following:

1. costs incurred from any measures taken prior to the insured event in question or from any preliminary investigation of the case. However, the cost of investigations conducted and evidence gathered prior to the insured event can be covered if the investigation is used as evidence;
2. expenses arising from the enforcement of a judgment or a decision;
3. the insured's waste of time, own work, loss of income or earnings, travel, subsistence expenses, or the additional expenses of replacing an attorney or of any action taken by the insured that increases the expenses or incurs unnecessary expenses;
4. costs of acquiring expert legal opinion;
5. costs of reporting a criminal offence to the police, of requesting an investigation, or of any pre-trial investigation of a criminal case;
6. costs arising from factors or evidence which the court dismisses on the ground of delay;
7. costs which the insured or his or her attorney incurs through not appearing before the court, through failing to comply with orders given by the court or through presenting a submission which they have known or which they should have known to be groundless, or which they otherwise incur by prolonging the criminal proceedings intentionally or through negligence;
8. costs of litigation which the insured or his or her attorney initiates without the opposing party having given any reason for this, or if they have otherwise caused an unnecessary trial intentionally or through negligence;
9. fees or expenses of an arbitrator or a mediator;
10. costs of seeking public legal aid.

#### 3.18.7.5 Other indemnification regulations

1. The insurer will reimburse the insured's legal expenses after a final ruling by the court or once the case has been settled amicably. In the absence of specific reasons to the contrary, the insurer also pays reimbursement after each level of court. In addition, the insurer may at its discretion exceptionally pay reimbursement in advance if the proceedings become considerably prolonged.
2. If, under the Value Added Tax Act, the insured is entitled to deduct the tax included in the legal expenses invoice, the insurer will reimburse the insured for his or her legal expenses on presentation of the invoice that the insured has paid.
3. Any reimbursement of expenses that the insured's opposing party is ordered or undertakes to pay the insured is to be treated as reducing the insurer's liability if the reimbursement is successfully collected from the party liable to make the payment.
4. If the opposing party is ordered or undertakes to pay the insured any reimbursement of expenses which remains unpaid upon the payment of insurance reimbursement, the insured is liable, before payment of any reimbursement, to transfer his or her right to this reimbursement of expenses to the insurer up to the amount of the insurance reimbursement.

5. If it has been necessary for the insured to pay some of his or her expenses out of pocket by reason of the expenses exceeding the maximum compensation shown in Section 3.18.7.1, the insured is liable to transfer to the insurer the portion of the opposing party's reimbursement of expenses which exceeds the out-of-pocket element paid by the insured.
6. If the reimbursement of expenses that the insured's opposing party is ordered or undertakes to pay is paid to the insured, or if the insured otherwise claims it to his or her benefit, the insured is required to return to the insurer this reimbursement of expenses, with interest, up to the amount of the insurance reimbursement paid.

#### 3.19 Abroad liability

This insurance provides cover for bodily injuries and property damage caused outside Finland by the use of a motor vehicle in traffic, when:

- the insured personally is held legally liable for compensation for the injury or damage caused;
- the insured's compensation liability is based on an act or omission that occurs during the period when cover is in force;
- the claim arises within the territorial limits of insurance.

#### 3.19.1 Insureds

The owner, holder and driver of the vehicle shown in the policy document, each in this capacity, are the insureds.

#### 3.19.2 Territorial limits

This insurance is in force in the following non-European Economic Area (EEA) countries: Andorra, Gibraltar, Monaco, San Marino, Switzerland and Vatican City, unless otherwise indicated regarding the territorial limits in the policy document.

#### 3.19.3 Cover restrictions and exclusions

This insurance does not provide cover against claims:

- where the compensation liability is based solely on a contract, commitment, promise or warranty;
- that are included in the insurance cover provided under the Motor Liability Insurance Act or corresponding foreign legislation;
- that are caused to the policyholder himself or herself;
- that are caused to the policyholder's employee or an equivalent person insofar as that person is entitled to indemnity under workers' compensation insurance or motor liability insurance;
- that are due to a fine or some other similar sanction imposed on the insured.

#### 3.19.4 Indemnification regulations

1. The insurer determines whether the policyholder is liable for compensating for the reported insured event that falls within the scope of insurance, while also negotiating with the claimant. If the policyholder compensates the claim, settles it or accepts the demand made, this will not be binding on the insurer unless it is apparent that the amount and criteria of compensation are correct.

2. The insured is required to notify the insurer without undue delay if the insured event gives rise to legal proceedings. The insurer will take care of the legal proceedings, as well as covering the insured's reasonable and necessary legal expenses arising from this, subject to the maximum compensation amounts laid down for property claims and bodily injury claims. If the legal proceedings also concern other matters, only the portion of the expenses of the compensation claim which falls within the scope of this insurance can be covered.
3. Where the insurer informs the policyholder that it is prepared to enter into an agreement with the injured party on the payment of compensation, subject to the applicable maximum compensation amounts, for the injured party's losses but the policyholder does not accept this, the insurer will not be under an obligation to cover any costs incurred after this or to investigate the case any further.
4. Losses caused by the same act, omission or circumstance will be treated as a single insured event. This is so regardless of whether the losses are discovered in the course of one or several insurance periods. In the event that such losses are discovered in the course of different insurance periods, they will be deemed to be attributable to the insurance period in which the first case of loss was discovered.

#### 3.19.4.1 Maximum compensation amounts

In respect of each insured event, maximum compensation is limited:

- in bodily injury claims to €100,000 and in property claims to €10,000, when the injured party is a passenger in the affected vehicle and resides in Finland;
- in bodily injury claims to €100,000 and in property claims to €50,000 in the case of other third parties.

The following are included in the maximum amount of compensation:

- damages, with interest;
- claim settlement costs borne by the insurer;
- legal expenses;
- reasonable cost of preventing imminent damage.

#### 3.19.4.2 Shared interest

Where several persons are held liable in solidum to compensate the same claim, this insurance provides cover only for that part of the claim which reflects the guilt apparent in the insured and any advantage which he or she may have gained through the insured event. The maximum cover provided by this insurance is in proportion to the number of the liable parties, unless otherwise follows from the reasons shown above.

#### 3.19.4.3 Other indemnification regulations

The insurer will pay the insured compensation net of tax if the insured or the injured party is entitled to deduct, or is entitled to reimbursement of, the value added tax or a corresponding foreign consumption tax due on goods or services.

### 3.20 Replacement car and replacement vehicle

In respect of lorries as well as private-use passenger cars and vans, compensation for lost days of use is by way of a replacement car or cash compensation. Compensation is provided in the manner shown in the policy document. However, the policyholder has a right to change the manner in which compensation is provided.

For other vehicles, compensation is by way of cash compensation.

#### 3.20.1 Compensation by way of cash

A daily allowance can be awarded if the lost days of use are due to an insured event that is covered by any of the following insurances, and if the amount of loss is more than the applicable deductible portion:

- Collision;
- Collision with Wild Animals;
- Fire;
- Theft;
- Vandalism;
- Natural Phenomenon;
- Parking Lot Collisions;
- Windscreen Cover, in case of glass replacement
- Fraud.

##### 3.20.1.1 Insureds

This insurance is in force for the policyholder's benefit.

##### 3.20.1.2 Compensable time period

The allowance is paid for periods of full days.

The first day for which the allowance is paid is:

- the day on which the insured event occurs, if the vehicle is not roadworthy;
- the day on which the repair work starts, if the vehicle is roadworthy after the insured event;
- in the case of stolen vehicles, the day on which the theft was reported to the insurer.

The last day for which the allowance is paid is the day on which:

- the repairs are completed;
- the policyholder recovers the stolen vehicle or replaces it with another vehicle;
- the policyholder acquires in his or her permanent possession or use a substitute vehicle to replace the damaged vehicle and the subject matter of insurance is sold even though repairing it is economically justified.

Where the actual date on which the insured event occurred is not known, the date on which the loss was discovered will be regarded as the date on which the insured event occurred.

#### Maximum compensation period

1. In respect of insured events compensated under Sections 3.1–3.7 or 3.9–3.10, the maximum period for which the allowance can be awarded is 30 days.
2. In the case of salvage, however, an interruption allowance can be awarded for a maximum period of 14 days. If, under theft insurance, the vehicle is salvaged on the grounds that it remains missing and cannot be found, the allowance can be awarded for a period of 30 days.

3. In the time period it takes to wait for an unroadworthy vehicle to be repaired and for spare parts to be delivered for it, the lost days of use can include a maximum total of seven days, and in the case of buses, coaches, lorries and their trailers, 14 days, and these are included in the maximum compensation period mentioned in subparagraph 1.

#### 3.20.1.3 Exclusions

This insurance does not provide cover against any of the following:

- days of repair or wait that are due to the policyholder's negligence or his or her other conduct, such as if an unroadworthy vehicle is not taken for repair immediately;
- when the repairs take longer than expected due to a strike or similar industrial action;
- for roadworthy vehicles, the time it takes to wait for the repairs and spare parts before the repairs are started;
- lost days of use that are due to redoing an inadequate or unsuccessful repair;
- lost days of use after a stolen vehicle is found and a lump sum is paid, or a lump sum corresponding to salvage is paid, for the damage that the vehicle has sustained;
- repair time that is due to an insured event which is eligible for windscreens insurance cover when the glass is repaired;
- lost days of use that are due to the repair shop's heavy workload or holidays, an incorrect or defective spare part or some other reason attributable to the repair shop;
- lost days of use if the vehicle is repaired only after the termination of ownership or control.

#### 3.20.1.4 Coordination of benefits

Any allowance or compensation to which the insured is entitled in respect of the same downtime from motor liability insurance or third party liability insurance will be deducted from the allowance or compensation that falls payable under this insurance.

The following are treated as downtime allowances provided from motor liability insurance or third party liability insurance: the standard compensation confirmed by the Traffic Accident and Patient Injury Board; downtime allowances determined based on some other information and/or documents; and the rental costs of a replacement vehicle.

Where the insured, under motor liability insurance or third party liability insurance, is entitled to be compensated for motor vehicle rental costs, the minimum interruption compensation payable is that portion of the rental costs which is not covered by motor liability insurance or third party liability insurance.

This minimum compensation amount is regarded as comprising only the replacement vehicle's daily and/or kilometric allowance.

### 3.20.2 Compensation by way of a replacement car

A replacement car is covered if the lost days of use are due to a fault or damage that interrupts travel, or if they are due to an insured event that is covered by

any of the following insurances, and if the amount of loss is more than the deductible portion:

- Collision;
- Fire;
- Vandalism;
- Theft;
- Collision with Wild Animal;
- Natural Phenomenon;
- Parking Lot Collisions;
- Windscreens Cover, in case of glass replacement.

A replacement car can be covered for the lost days of use only if the fault is fixed at a repair shop that generally provides servicing and/or repairs.

#### 3.20.2.1 Insureds

This insurance is in force for the policyholder's benefit.

#### 3.20.2.2 Amount and scope of compensation

This insurance provides cover for the rental cost of a standard motor vehicle for up to the maximum time period shown in Section 3.20.2.4 of these insurance terms and conditions.

Covered replacement cars include the following:

- under insurance of a passenger car, a car that corresponds to the insured vehicle, but in any case only up to an estate car of class C or a corresponding size class (such as VW Golf, Ford Focus, Opel Astra) available at the vehicle hire company;
- under insurance of a van, a panel van with a luggage compartment of not more than 9 cubic metres (such as Ford Transit);
- under insurance of a lorry, a lorry with a laden mass of not more than 10,000 kg.

The vehicle power transmission system (such as four-wheel drive), propulsion (such as diesel) and transmission type (such as automatic transmission) is not considered a limiting factor when assessing whether vehicles correspond to each other. Example: to replace a four-wheel drive pick-up van, cover includes a panel van with a luggage compartment of not more than 9 cubic metres.

The insurer cannot be held liable for unsuccessful or delayed rental car delivery or for any obligations that concern contracts concluded between the service provider and the customer.

This insurance covers rental costs only in respect of replacement cars rented in Finland.

If, instead of a replacement car, compensation is by way of cash, the amount of the compensation is €50/day in the case of passenger cars and vans, and €100/day in the case of lorries. Cash compensation is always subject to a waiting period of three days, for which time no compensation is payable.

#### 3.20.2.3 Compensable time period

Entitlement to a replacement car begins:

- from the day on which the insured event occurs, if the vehicle is not roadworthy;
- from the day on which the repair work starts, if the vehicle is roadworthy after the insured event;

- from the day on which the technical malfunction that renders the vehicle unroadworthy occurs.

However, entitlement to a replacement car begins no sooner than from the moment when the policyholder informs the insurer of a covered insured event.

Entitlement to a replacement car ends, and the replacement car must be returned, when the repair work is completed.

In the event of salvage, the process is as shown in Section 3.20.2.4.

#### 3.20.2.4 Maximum compensation period

1. In insured events covered under property insurance (Sections 3.1–3.7 or 3.9), the insured is entitled to a replacement car for a maximum period of 30 days.
2. The time it takes to wait for an unroadworthy vehicle to be repaired and for spare parts to be delivered for it, a maximum total of seven days is included in the maximum compensation period mentioned in subparagraph 1.
3. If, under theft insurance, the vehicle is salvaged on the grounds that it remains missing and cannot be found, this will entitle to a replacement car for a maximum period of 30 days.
4. Where a stolen vehicle is found and it is salvaged based on theft insurance, entitlement to a replacement car is for 14 days from the day on which the vehicle was found, but in any case up to a maximum of 30 days.
5. In cases of salvage covered under some other insurance than theft insurance, entitlement to a replacement car is for 14 days.
6. In insured events covered only based on a fault or damage that develops in the vehicle and interrupts travel, the insured is entitled to a replacement car for a maximum period of 7 consecutive days.

#### 3.20.2.5 Exclusions

There is no entitlement to a replacement car in respect of any of the following:

- days of repair, wait or rental that are due to the policyholder's conduct, such as if an unroadworthy vehicle is not taken for repair immediately;
- when the repairs take longer than expected due to a strike or similar industrial action;
- for roadworthy vehicles, the time it takes to wait for the repairs and spare parts before the repairs are started;
- lost days of use that are due to redoing an inadequate or unsuccessful repair;
- after a stolen vehicle is found and a lump sum is paid, or a lump sum corresponding to salvage is paid, for the damage that the vehicle has sustained;
- repair time that is due to an insured event which is eligible for windscreens insurance cover when the glass is repaired;
- lost days of use that are due to the repair shop's heavy workload or holidays, an incorrect or defective spare part or some other reason attributable to the repair shop;
- repair time if the vehicle is repaired only after the termination of ownership or control.

This insurance does not cover fuels, lubricants, parking permits, or the cost of accessories and supplementary insurances that are linked to any rental contracts.

#### 3.20.2.6 Coordination of benefits

This insurance provides cover for that portion of the rental costs which is not covered by motor liability insurance or third party liability insurance on account of the cost savings incurred by non-use of the damaged vehicle. These costs can be covered subject to the maximum compensation periods shown under Section 3.20.2.4.

If the insured is not entitled to a replacement car under motor liability insurance or some other insurance, the insured's entitlement to the standard compensation confirmed by the Traffic Accident and Patient Injury Board will transfer to the insurer.

Where a vehicle is damaged in a traffic accident or some other accident for which a third party is held liable and which entitles to a replacement car, the insured is required to complete a replacement car need form and to submit it to the insurer. The insured's entitlement to the benefits payable under motor liability insurance or some other insurance will transfer to the insurer if this compensation was not deducted from the compensation provided under replacement car insurance.

### 3.21 Crisis Cover

This insurance covers crisis help if the vehicle driver is involved in a traffic accident that occurs in the course of carrying on commercial traffic or if, in the course of carrying on commercial traffic, the vehicle driver is the victim of:

- robbery;
- attempted robbery; or
- assault.

With regard to passenger cars and vans, insurance cover expires on the day on which the insurer is informed that the vehicle is no longer in licensed use.

#### 3.21.1 Insureds

The vehicle driver and the family members living in the same household with the driver are the insureds.

A family member is entitled to crisis help also in the event that a driver living in the same household dies in a traffic accident that occurs in the course of carrying on commercial traffic.

#### 3.21.2 Provision and coverage of crisis help

Following a crisis, this insurance covers the insured for the reasonable medical treatment expenses of psychotherapy ordered by a doctor and administered by a healthcare professional in Finland, up to a maximum total of €2,000 per insured event.

Psychotherapy can be covered when the treatment is administered by a doctor or some other healthcare professional approved by the Finnish National Supervisory Authority for Welfare and Health (Valvira). It is a requirement to initiate the provision of the crisis help within three months of the date of accepting the coverage of the crisis help. However, it is a requirement to initiate the provision of the crisis help within one year of the insured event in question.

This insurance does not cover any indirect costs, such as lost earnings or expenses of travel and overnight accommodation.

### 3.21.3 Method of covering the crisis help costs

Crisis help must be agreed with the insurer in advance. The insurer will pay the policyholder the amount of the costs afterwards on presentation of the receipts, unless specifically otherwise agreed.

The claimant must personally claim the reimbursement set out in the Health Insurance Act from the Social Insurance Institution of Finland (Kela). If entitlement to the reimbursement set out in the Health Insurance Act is extinguished on account of failure to comply with the applicable time limit, or for some other reason, the insurer will deduct from the reimbursement payable the portion that would have been paid under the Health Insurance Act. The insurer has a right to determine the place where the insured's crisis help will be provided. If the insured is entitled to reimbursement of medical treatment expenses under an act other than the Health Insurance Act, such as under the Workers' Compensation Act, the Workers' Compensation Act for Self-employed Farmers, the Motor Liability Insurance Act, the Basic Education Act or the Patient Insurance Act, reimbursement must first be claimed under that act. Regarding expenses for which no reimbursement was paid by operation of law, a claim settlement decision or an equivalent document must be submitted to the insurer.

## 3.22 Bonus Loss Cover

This insurance provides cover against loss that arises from an incident covered by the motor liability cover or a voluntary cover, if the loss is caused through a vehicle that has been notified for use for rental or car-sharing purposes and when the vehicle is in the use for which it was notified. Cover ends on the day on which the insurer is informed that the vehicle is no longer used for rental or car-sharing purposes.

Compensation is by way of a cash lump sum.

In the event that the policyholder is paid cash compensation, the amount of loss will be calculated based on the annual premium for the insurance that was active for the vehicle with LocalTapiola at the moment of the loss, as well as based on the LocalTapiola motor liability insurance bonus rules and the terms governing no-claims discounts. The amount of loss will then be calculated by comparing

1. the premium that would be charged for the insurance in the following insurance periods in the absence of the loss, with
2. the premium that would be charged for the insurance in the following insurance periods considering the loss that has occurred.

The difference between these figures will be treated as the amount of loss. When calculating the amount of loss, the annual premium of the insurance at the moment of loss will be treated as the annual premium of the insurance in respect of the current and future insurance periods.

The maximum amount of compensation is limited to €1,000.

## 3.23 Driver's liability

This insurance provides cover for bodily injuries and property damage caused when operating a light electric mobility device if:

- the insured is held legally liable for compensation for the injury or damage caused;
- the insured's compensation liability is based on an act or omission that occurs during the period when cover is in force;

### Insureds

The driver of the vehicle shown in the policy document is the insured.

### 3.23.1 Cover restrictions and exclusions

This insurance does not provide cover against claims:

- insofar as the compensation liability is contractual or it is based on a warranty or some other commitment, if the compensation liability did not exist without this commitment;
- insofar as the injured party is entitled to indemnity for the loss suffered from statutory workers' compensation insurance or motor liability insurance;
- for loss or damage caused to the driver himself or herself, a passenger or the electric vehicle used;
- for loss or damage caused to any property that is in the possession of or on loan to the driver or passenger when the act or omission which causes the loss occurs;
- for loss or damage caused to any family members permanently living in the same household with the driver, or to any property that they own, that is in their use or that they otherwise have in their possession;
- caused by a fine, traffic offence fee, administrative fee or some other similar sanction imposed on the insured.

This insurance does not cover claims that the insured causes intentionally. However, claims caused intentionally by an insured who is under the age of 12 years can be covered.

Cover can be reduced or it may be refused altogether if the insured causes the claim through gross negligence.

If the injured party, through their own conduct, contributes to the claim, cover can be reduced.

### 3.23.2 Indemnification regulations

The amount of damages is established in accordance with the legal practice and provisions governing the awarding of damages.

1. The insurer determines whether the policyholder or another insured is liable for compensating for the reported insured event that falls within the scope of insurance, while also negotiating with the claimant. If the insured compensates the claim, settles it or accepts the demand made, this will not be binding on the insurer unless it is apparent that the amount and criteria of compensation are correct.
2. The insured is required to notify the insurer without undue delay if the insured event gives rise to legal proceedings. Settlement expenses and legal expenses will be covered as laid down in Section 3.23.3.

3. Where the insurer informs the insured that it is prepared to compensate for the loss, subject to the applicable maximum compensation amounts, but the insured does not permit the use of the insurance, the insurer will not be under an obligation to cover any legal or other expenses incurred after this or to investigate the case any further.

### **3.23.3 Settlement expenses and legal expenses**

This insurance provides cover for the reasonable and necessary expenses arising from claim settlement. However, this insurance does not provide cover for any settlement expenses incurred to the insured that, under the insurance terms and conditions, the insured is liable to pay out of pocket or that have not been specifically agreed with the insurer.

If an issue of damages is taken to court and the claim and the merit of the claim concern any loss that is covered by this insurance, the insurer will take care of the legal proceedings on the insured's behalf, as well as covering the necessary and reasonable legal expenses arising from this. Unless the insured notifies the insurer of the legal proceedings in advance, the insurer is under no obligation to cover any costs or expenses arising from such legal proceedings. If the legal proceedings also concern other matters, only that proportion of the expenses of the compensation claim which falls within the scope of cover is accepted.

Reimbursement for legal expenses is provided in accordance with what is laid down in the Code of Judicial Procedure and in the guidelines on legal expenses set out in the Criminal Procedure Act. When assessing the reasonableness of fees and expenses, account is taken of the value of the benefit at issue, the complexity and scope of the case, and the volume and quality of the work carried out.

### **3.23.4 Maximum compensation amount**

Including all settlement expenses and legal expenses, the maximum total cover payable based on a single case of loss is limited to €100,000. The legal provisions governing value added tax are taken into consideration when calculating the amount of loss.

### **3.23.5 Collective interest**

Where several persons are held liable in solidum to compensate the same claim, this insurance provides cover only for that part of the claim which reflects the guilt apparent in the insured and any advantage which he or she may have gained through the insured event. The maximum cover provided by this insurance is in proportion to the number of the liable parties, unless otherwise follows from the reasons shown above.

## **3.24 Driver's accident**

This insurance provides cover against accidents caused to the driver when operating an insured light electric mobility device. Compensable costs include the medical treatment expenses of the accident, and any accidental permanent disability.

The vehicle driver, who must have a valid Finnish Kela (health insurance) card, is the insured and the recipient of compensation.

'Accident' means a sudden and unforeseeable event caused by an external factor which causes a bodily injury to the insured against his or her will.

In the event that circumstances unrelated to a covered insured event essentially contribute to or prolong the healing of an injury, illness or disease, medical treatment expenses and handicap allowance are payable only insofar as the treatment or handicap must, on the basis of medical knowledge, be deemed to result from that covered insured event.

This insurance is not in force in any competitive sports or when the vehicle is used for competition purposes.

Sports are considered competitive sports whenever they involve a competition, a match or some other sporting event for which the organiser requires the participants to hold a licence or similar or to sign a disclaimer. Competitive sports are considered to include all competitions and matches organised by sports federations or clubs, training organised under a training programme, and any other training appropriate to a sport, irrespective of the level of the competitive sports.

The term 'training organised under a training programme' means any training practised under the supervision of a coach or without supervision in accordance with a training programme compiled in writing or orally. The term 'other training appropriate to a sport' means training in which people engage in the form of exercises that are supplementary to the actual sport, whenever practised as part of preparation for competitions or matches.

### **3.24.1 Cover restrictions and exclusions**

This insurance does not provide cover against any of the following:

- injury or death from the insured's illness, disease or physical defect, or from any insured event that they cause. Where a non-accidental illness, disease or defect materially contributes to injury or death, no compensation is payable;
- injury or death sustained in connection with any surgery, care measure or some other medical procedure, unless performed to treat an injury covered by this insurance;
- rupture of the Achilles tendon; rotator cuff tear; long head of biceps rupture; recurrent joint dislocations; and hernia of the intervertebral disk, abdominal hernia and inguinal hernia, unless the injury is caused through an accident wherein even healthy tissue would be damaged;
- occlusion-induced injuries to a tooth, to the temporomandibular joints, or to dentures, even where an external factor contributes to such injury;
- non-accidental illnesses, diseases, injuries, defects or musculoskeletal degeneration, even where they were asymptomatic before the accident;
- oral or dental diseases or temporomandibular joint disorders, any deterioration in the teeth or in the periodontium caused by those diseases and disorders, or any occlusion issues, even where they were asymptomatic before the accident. Maximum dental care cover is limited to restoration to the pre-accident condition.

- mental consequences of accidents;
- losses caused by the insured's attempted suicide, or suicide.

### 3.24.2 Cover for medical treatment expenses of accidents

This insurance provides cover, on presentation of the original invoices or receipts, for the expenses of medical treatment of covered accidents that the insured sustains. A condition for the payment of medical treatment expenses is that cover must be in force when the accident occurs.

In respect of the same accident, the maximum amount of covered medical treatment expenses is limited to a sum insured of €20,000. In any case, the maximum period for which these expenses can be covered is limited to three years from the day of the accident.

### 3.24.3 General cover information

#### 3.24.3.1 The insurer's right to determine the place of treatment

The insurer may require the insured to contact the insurer in a manner which it specifies before seeking any medical examination or treatment. The insurer has a right to determine the place where the insured's medical examination and treatment procedures are to be provided.

Examinations and treatments may also be provided using remote services, where medically possible.

#### 3.24.3.2 Payment of claims

Medical treatment expenses are eligible for cover when the treatment is administered by a doctor or some other healthcare professional approved by the Finnish National Supervisory Authority for Welfare and Health (Valvira). Treatment administered outside Finland is eligible for cover when administration of the treatment outside Finland is considered medically absolutely necessary.

For medical treatment expenses to qualify for cover, it is a requirement that the examination, treatment, procedure and medication are ordered by a doctor and that they are, according to generally accepted medical practice, considered necessary for the medical examination or treatment of the illness, disease or accident in question, as well as being commonly employed in healthcare in Finland. The medical treatment expenses must be reasonable. Should any expenses be clearly above the general national price level, they will be covered only to the extent reflecting the general national price level.

Medical investigations and medical statements qualify for cover if they are requested by the insurer for claim settlement purposes.

Under the General terms and conditions, cover can be reduced if the insured or some other party entitled to insurance compensation contributes to the illness, injury or incident through gross negligence. Cover can be reduced if the insured or some other party entitled to insurance compensation causes an insured event intentionally.

#### 3.24.3.3 Covered medical treatment expenses

Covered medical treatment expenses of accidents include the following:

- costs of medical examinations, treatments and procedures when administered by a doctor or some other healthcare professional;
- necessary travel expenses that relate to the above medical examinations, treatments or procedures. In the case of travel by private car, the level of cover is determined according to the kilometric allowance applied by the Social Insurance Institution of Finland (Kela);
- medication dispensed by a pharmacist under licence granted by the relevant authority;
- dressings and wound dressings necessary to treat a covered injury;
- daily hospital charges;
- reasonable cost of physiotherapy, prescribed by a doctor, that is necessary to treat an accidental injury, for up to 5 treatment sessions per accident;
- cost of cosmetic or plastic surgery treatment, approved in advance by the insurer, that is necessary to treat an accidental injury;
- rental cost of temporary medical aids that are necessary for walking, for up to two months from surgery, from the start of casting or comparable treatment;
- the first orthopaedic bandage or support prescribed due to an injury. The bandage or support must be absolutely necessary considering the medical treatment of the injury in question;
- the first spectacles prescribed due to an injury that impairs vision;
- repair cost of spectacles, hearing aids, dentures and hard hats used by the insured that are damaged in an accident for which medical treatment was necessary, or the replacement cost of the same. The repair or replacement must be carried out within two months of the accident. Maximum cover is limited to €500 per accident.

#### 3.24.4 Exclusions to medical treatment expenses of accidents

Covered medical treatment expenses of accidents do not include any of the following:

- costs of speech therapy, psychotherapy, nutritional therapy, occupational therapy or neuropsychological rehabilitation, or costs of any comparable therapy, examination, treatment or rehabilitation;
- costs of spending time at a spa, or at a natural health or similar institution;
- costs of residence or stay at a service facility or at a facility producing rehabilitation services, even where the unit's activities consist of healthcare services;
- emollient creams, nutrient preparations, vitamins, trace elements, minerals, natural drugs, natural products or homeopathic or anthroposophic preparations or comparable products, or any medical treatment expenses arising from the administration of these goods, even where the preparations are prescribed by a doctor;

- vitamin or trace element examinations or any other comparable examinations, even where prescribed by a doctor;
- acquisition costs of personal assistive devices, such as dentures, hearing aids, spectacles or contact lenses, that are lost in the context of an accident;
- prostheses, medical equipment or other assistive devices, except for the first orthopaedic bandage or support mentioned under the covered medical treatment expenses that is prescribed due to an accidental injury;
- indirect expenses, such as loss of earnings, accommodation, meal and telephone costs or clothing, equipment, home care costs, or an escorting person's travel and accommodation expenses;
- personal effects, or other costs not listed under the covered medical treatment expenses.

### 3.24.5 Cover for accidental permanent disability

#### Definition of permanent disability

The term 'permanent disability' means a medically assessed permanent disability of a general character caused to the insured by an accident. When determining the level of permanent disability, the only factors considered are the type of the accidental injury and the functional limitation that it causes, not the injured person's individual circumstances such as profession or hobbies. When determining the level of permanent disability, no account will be taken of the insured's defects, diseases or illnesses that are not due to this covered accident.

The level of permanent disability is determined based on the Government decision on the classification of disabilities in force at the moment of injury issued under the Workers' Compensation Act. In the disability classification, injuries are divided by their severity into disability categories 1–20. Disability category one represents a medical disability of five per cent, and each following category denotes a disability which is five per cents higher. Disability category 20 denotes a full 100 per cent disability.

#### Compensation for permanent disability

Compensation for permanent disability can be paid once the disability has become permanent, but in any case no sooner than one year from the date of the accident. No compensation is payable for any permanent disability which becomes apparent three years after the accident or later than that. The compensation payable is that proportion of the sum insured of €100,000 which reflects the applicable category of permanent disability.

If, due to aggravation of the injury, the disability category changes before three years elapse from the date on which the injury was confirmed to be permanent, a sum equalling the difference between the disability categories will be paid in additional compensation. Later, the amount of compensation will not be adjusted if the injury is aggravated.

### 3.24.6 Claiming for compensation

Unless otherwise agreed, the claimant is required to pay their medical treatment expenses out of

pocket and in respect of them to claim from the Social Insurance Institution of Finland (Kela) the reimbursement set out in the Health Insurance Act. If entitlement to the reimbursement set out in the Health Insurance Act is extinguished on account of failure to comply with the applicable time limit, or for some other reason, the insurer will deduct from the reimbursement payable the portion that would have been paid under the Health Insurance Act.

If the insured is entitled to reimbursement of medical treatment expenses under an act other than the Health Insurance Act, such as under the Workers' Compensation Act, the Workers' Compensation Act for Self-employed Farmers, the Motor Liability Insurance Act, the Basic Education Act or the Patient Insurance Act, reimbursement must first be claimed under that act. Regarding expenses for which no reimbursement was paid by operation of law, a claim settlement decision or an equivalent document must be submitted to the insurer.

## 4 Indemnification regulations

### 4.1 Perils insured

Property insurance provides cover against direct material loss and damage caused by insured events. Material loss/damage means that the subject matter of insurance is damaged or destroyed or it disappears.

If the vehicle is damaged beyond roadworthiness due to an insured event that is covered by this insurance, property insurance also provides cover for transporting the vehicle to the nearest repair shop where it can be repaired in the manner set out under Section 4.6.1. Following an insured event covered by Theft Cover or Fraud Cover, the reasonable costs of collecting or returning the found vehicle are eligible for reimbursement.

In addition, this insurance covers the reasonable expenses of preventing or limiting an imminent risk of damage or damage that has already occurred.

### 4.2 Cover restrictions and exclusions

Property insurance does not provide cover against any of the following:

- decrease in the value of the insured subject matter;
- modifications or improvements carried out during vehicle repair;
- expenses of redoing or improving inadequate or unsuccessful vehicle repairs;
- loss of vehicle use (downtime allowance) or any rental costs of a replacement car;
- normal wear and tear resulting from use, or any decrease in value due to the additional kilometres driven with the vehicle during that vehicle's unauthorised use or alleged unauthorised use;
- loss of fuel or other propulsion energy;
- claim settlement costs, such as telephone or travel expenses;
- loss of earnings;
- costs of any maintenance or servicing measures, adjustments, cleaning, washing, tightening, lubrication, updates or programming.

#### **4.3 Obligation to provide information and documents and to transfer vehicle ownership**

Claimants are liable to acquire the information and documents which they can best access, while also considering the insurer's opportunities to acquire such information and documents.

The information and documents that are necessary include but are not limited to the following:

- the loss report filed by the claimant;
- in theft, vandalism, fraud and robbery claims, a copy of the report made with the police authority;
- a commercial invoice, receipt or some other reliable account for the purpose of determining the amount of loss caused.

After loss or damage has occurred, the insurer also has a right to determine what fault and driving event data are saved in the vehicle information system, insofar as determining them is necessary in view of assessing the insurer's liability.

The insurer must be afforded an opportunity to inspect the loss/damage.

In the event that the vehicle is salvaged, it is a requirement to transfer ownership to the insurer in writing. A condition for salvage compensation is that the vehicle's registration documents or digital certificate, and the keys to the vehicle, must be handed over to the insurer, together with the keys to any devices intended for preventing unauthorised use of the vehicle.

Once the insured subject matter or its part has been salvaged or replaced, ownership of the salvaged subject matter or the salvaged or replaced parts will transfer to the insurer.

If, under the law or based on warranty, liability for lack of conformity or another contract, the service provider that sold or repaired the vehicle is held liable for loss which arises from an insured event that has occurred, a condition for the payment of compensation is that the relevant rights must be transferred to the insurer by way of a transfer deed.

#### **4.4 Instructions to prevent and limit imminent damage and damage that has occurred**

Where an insured event occurs or is imminent, the insured is required to prevent or limit the damage. If the damage is caused by a third party, the insured is required to take the necessary measures to retain the insurer's right vis-à-vis the party responsible for the damage.

The insured is liable to establish the identity of the party responsible for the damage, as well as to determine the registration numbers of the vehicles involved in the accident.

The insured is liable to notify the transporter of any damage that occurs during transport.

Where a claim arises from theft, vandalism, fraud, robbery, unauthorised use of the vehicle or some other criminal offence, the insured is required to notify this without undue delay to the police authorities of the locality where the claim arose.

Additionally, where the insurer's interests so require, the insured must bring criminal proceedings against the perpetrators of the offence.

If the vehicle is stolen outside Finland and it remains missing and cannot be found, this must be reported also to the Finnish police authorities. In the event that a vehicle key disappears or is stolen, the insured is required to take action to prevent that the lost or stolen key cannot be used to make unauthorised use of the vehicle, for example by rekeying the vehicle locks.

If any keys to a vehicle fitted with an immobiliser system disappear, the immobilisation must be encoded without undue delay in a way that prevents the lost key from being used to gain unauthorised access to the vehicle, or that prevents unauthorised use of the vehicle by some other solution (such as a mechanical pedal to steering wheel lock).

If the insured intentionally or through negligence which cannot be considered slight fails to comply with the above duty of salvage, any compensation due to the insured can be reduced or it may be refused. When determining whether compensation should be reduced or refused, account will be taken of how the failure contributed to the loss. The other aspects that need to be considered include any possible intent, and the nature of any negligence, on the part of the insured, as well as the circumstances in general.

Under Abroad Liability and Driver's Liability, compensation will not be reduced or refused if the insured is found to have acted negligently. However, where the insured intentionally or through gross negligence fails to comply with their duty of salvage, or if the insured's consumption of alcohol or drugs contributes to this failure, compensation can be reduced or it may be refused. However, in that case, the insurer is liable to award the natural person victim the portion of the applicable compensation that the victim fails to claim by reason of the insured's insolvency that is established in the course of enforcement or bankruptcy proceedings.

#### **4.5 Amount of loss**

If it is feasible to repair the subject matter of insurance in accordance with these insurance terms and conditions, the amount of loss is equal to the cost it takes to repair the subject matter of insurance.

It is not feasible to repair passenger cars, vans, campervans, motorcycles, light trailers and caravans if the estimated vehicle repair costs are more than 70% of the fair value of the vehicle on the day of the insured event.

It is not feasible to repair other vehicles if the vehicle repair costs are more than the difference between the vehicle's fair value before the insured event, the maximum of which is in any case limited to the insurable value of the vehicle, and the vehicle's fair value after it.

Where the policy includes Salvage Benefit insurance, the Salvage Benefit portion will be included in the amount of loss.

It is not feasible to repair a new Salvage Benefit vehicle if the estimated vehicle repair costs are more than 50% of the cash sales price of an equivalent new vehicle.

In the event that it is not feasible to repair the vehicle, the amount of loss will be equal to the difference between the fair value that the vehicle had before the insured event, however not more than the insurable value of the vehicle, and the fair value that the vehicle has after the insured event.

When calculating the amount of loss, the effect of the equipment, devices, structures and parts not included in the subject matter of insurance on the vehicle's fair value and/or on the vehicle repair costs are ignored, and the effect of the types of equipment set out in Section 4.5.2 which qualify for specific compensation is also ignored.

#### 4.5.1 Equipment age reductions

The following items are subject to the age-based reductions set out below:

- ski-boxes;
- child safety seats;
- safety equipment and protective equipment, including helmets, helmet headsets as well as racing suits, racing gloves, racing boots and protective equipment;
- rims;
- front and other awnings.

The value of items is determined in such a way that from the purchase price of a new equivalent item ten percentage points is deducted for every year. The first deduction is made starting from the beginning of the calendar year that follows the year in which the equipment was acquired. In any case, the value is at least 30 per cent of the purchase price of a new equivalent item.

#### 4.5.2 Types of equipment that qualify for specific compensation if damaged, and how to determine their value

The following is a list of the equipment that qualify for specific compensation:

- a) ski-boxes;
- b) child safety seats;
- c) safety equipment and protective equipment, including helmets, helmet headsets as well as racing suits, racing gloves, racing boots and protective equipment;
- d) motorcycle trailers and moped trailers;
- e) snowmobile sleighs;
- f) trailers and sleighs not subject to registration for off-road and on-road all-terrain vehicles, and those for all-terrain vehicles classified as tractors.

The above types of equipment, if damaged or stolen, qualify for specific compensation.

The value of items a-c is determined in such a way that from the purchase price of a new equivalent item ten percentage points is deducted for every year. The first deduction is made starting from the beginning of the calendar year that follows the year in which the equipment was acquired. In any case, the value is at least 30 per cent of the purchase price of a new equivalent item.

For trailers and sleighs, their fair value is determined based on the fair value set out in Section 4.6.2.

#### 4.5.3 Age reduction for tyres of passenger cars, vans and other vehicles weighing not more than 3,500kg

Summer tyres

Summer tyre age	Depth of principal tread grooves	Age reduction
0-4 years	6mm or more	0%
0-4 years	3-5,9mm	50%
5-7 years	6mm or more	50%
5-7 years	3-5,9mm	75%
8 years or more	(insignificant)	100%
(insignificant)	less than 3mm	100%

Winter tyres

Winter tyre age	Depth of principal tread grooves	Age reduction
0-4 years	7mm or more	0%
0-4 years	4-6,9mm	50%
5-7 years	7mm or more	50%
5-7 years	4-6,9mm	75%
8 years or more	(insignificant)	100%
(insignificant)	less than 4mm	100%

Tyre age is calculated as full years from the tyre manufacture date, indicated by the DOT code.

'Principal grooves' mean the wide grooves situated in the central zone of the tread covering approximately three-fourths of the width of the tread.

#### 4.5.4 Age reduction for engine breakdown

In breakdown claims subject to Section 3.11, the cost of repair, minus the applicable percentage service-hour reduction, is treated as the amount of loss. Where a reliable determination of the service hours is not possible, instead of the service-hour reduction, a percentage reduction calculated as set out in the age reduction table will apply.

Service hours	Reduction %
1-1,000	0
1,001-1,500	5
1,501-2,000	10
2,001-2,500	15
2,501-3,000	20
3,001-3,500	30
3,501-4,000	40
4,001-4,500	50
4,501 or more	60

Time (in years) since taken into use	Reduction %
less than 1	0
1 – less than 2	5
2 – less than 3	10
3 – less than 4	15
4 – less than 5	20
5 – less than 6	30
6 – less than 7	40
7 – less than 8	50
8 or more	60

## 4.6 Repair and salvage of the insured subject matter

### 4.6.1 All types of insurance

This insurance provides cover for the necessary vehicle repair costs. Vehicles must be repaired with due consideration of their age and condition, using appropriate repair methods and parts, and without unnecessary costs. The insurer is not liable to replace with new ones any damaged parts that can be repaired to restore them to a condition that is commensurate with their purpose. Where any worn, corroded or damaged parts are replaced with new ones, or if worn, corroded or damaged paintwork is restored, and this materially improves the condition of the vehicle, cover is provided only for that portion of the repair costs which reflects restoring the vehicle to the condition in which it was before being damaged.

Repairs are covered for the option that is overall the most economically advantageous. The insurer has a right to decide the repair shop, service provider or place of purchase. The insurer is not the order-placing party and cannot be held liable for the quality of any parts or work performances.

### 4.6.2 Fair value

The insurer's maximum liability is limited to the fair value of the vehicle, inclusive of the insured equipment (see Section 4.5).

Under policies where the premium is calculated based on the value of the vehicle (insurable value of the vehicle), the insurer's maximum liability is limited to the fair value of the vehicle, and it is never more than the insurable value of the vehicle.

The fair value of the vehicle is the monetary value obtainable for the vehicle in the market situation on the day of the insured event in question, were it up for sale in an appropriate manner. Fair value does not mean the selling price, asking price or trade-in value at car dealerships but a price which a number of persons would have been prepared to pay for it in reality.

### 4.6.3 Payment of compensation

The insurer provides compensation for material loss and damage in one of the following manners. The insurer has a right to decide the manner in which compensation is provided. If it is not feasible to repair the vehicle, the insurer has a right, but not an obligation, to salvage the vehicle.

Compensation for claims can be provided by way of:

- paying the direct repair costs that arise from the insured event in question, on production of supporting documents;
- paying the estimated amount of loss;
- paying the fair value that the subject matter of insurance had immediately before the loss occurred, the maximum of which is in any case limited to the difference between the insurable value of the vehicle and the fair value it had thereafter;
- salvaging the subject matter of insurance at fair value, the maximum of which is limited to the insurable value; or
- salvaging the subject matter of insurance at Salvage Benefit value.

If some spare parts, equipment or materials are not available because it is difficult to obtain them, or because their manufacturing has been discontinued, compensation is provided as set out in list item b above.

Should ownership of the subject matter of insurance not be transferred to the insurer, compensation is provided as set out in list item c above.

The compensated amount is subject to the deductible shown in the policy document.

### 4.6.4 Deductibles

For every insured event, the insured is liable for a deductible determined according to the type of claim concerned. If the deductible stated in the policy document and in the terms and conditions of insurance differ, the greater of the two will be charged.

#### 4.6.4.1 Deviating deductibles

When claiming for theft and vandalism that are committed at the same time, only one deductible, the highest, as determined under these terms and conditions, is deducted.

However, every percentage deductible item displayed below is always subject to the EUR deductible shown in the policy document.

### **All vehicles:**

Every insured event covered based on theft or vandalism is subject to a deductible of 20% of the amount of loss if the insured event occurs in Croatia, the Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Slovakia or Slovenia.

### **Buses, coaches, lorries, heavy trailers, motorised work machines and tractors, and their equipment:**

Where an insured event is due to the vehicle or a vehicle part or device or any load on board the vehicle hitting an overhead obstacle, the insured event is subject to a deductible of 25% of the amount of loss.

### **Buses and coaches:**

Claims for insured events covered under fire insurance that start in the engine compartment or in the auxiliary heater compartment are subject to a deductible of 25% of the amount of loss if the affected vehicle is not fitted with an automatic extinguishing system referred to in Section 4.8.5. This deductible applies only to the buses and coaches mentioned in Section 4.8.5.

### **Motorised work machines:**

Claims for insured events covered under fire insurance are subject to a deductible of 25% of the amount of loss if the affected vehicle is not fitted with an insurer-approved working automatic extinguishing system that satisfies the following requirements: the system has been serviced in accordance with the manufacturer's instructions, and it has been inspected annually or more frequently. This deductible applies only to the motorised work machines mentioned in the fire safety regulations (Section 4.8.5).

In case that a motorised work machine or tractor with an unladen weight of more than 2,000kg sinks through the ice, into a bog or into the water, the insured event will be subject to a deductible of 25% of the amount of loss. The amount of loss is calculated as comprising the cost of lifting the affected motorised work machine.

#### **4.6.4.2 Order in which the deductibles and other reductions apply**

The deductibles and the other deductions and reductions referred to in these terms and conditions or in the General terms and conditions are calculated on the amount of loss as consecutive calculations, in the following order:

1. VAT element;
2. other deductible tax;
3. age reductions;
4. reduction of compensation;
5. deductible.

In the event that the vehicle is salvaged, the VAT element will however be deducted not from the amount of loss but from the difference between the vehicle's fair value and residual value.

## **4.7 Property insurance tax provisions**

### **4.7.1 Value added tax**

No compensation is payable in respect of the value added tax, or any corresponding foreign consumption tax due on goods or services, that is included in the vehicle repair costs or in the acquisition costs of the

equipment and devices that qualify for cover under this insurance, if the insured either is entitled to deduct or is entitled to reimbursement of the tax.

In the event of salvage, the VAT amount is deducted from the difference between the fair value and the residual value of the vehicle, in case the insured were liable to pay tax on the vehicle sales price had the vehicle been sold on the day of the insured event.

### **4.7.2 Reduction or reimbursement of car tax**

From the salvage compensation is deducted that portion of the reduced or reimbursed car tax which would have been imposed had the vehicle been sold on the day of the insured event. Where compensation is provided by way of the cash sales price of a new vehicle (Section 3.8.1 Total compensation by way of the cash price of a new vehicle), the full amount of the reimbursed or reduced car tax will be deducted.

### **4.7.3 Other vehicle use related taxes and fees**

This insurance does not provide specific compensation for any vehicle tax or a corresponding tax which it is necessary to pay in order to use the vehicle. The fee charged for issuing a decision on special registration plates will not be reimbursed.

## **4.8 Safety regulations**

The purpose of the safety regulations is to prevent imminent damage and to mitigate the damage caused. The insured and anyone likened with the insured is required to comply with the safety regulations. Where the insured intentionally or through negligence which cannot be considered slight neglects the duty to comply with the safety regulations, the compensation due to the insured can be reduced or it may be refused.

### **4.8.1 Driving of vehicles**

The vehicle driver must have the right to drive vehicles that are registered in the vehicle category concerned.

### **4.8.2 Condition of vehicles**

Vehicles must conform to the regulations laid down in the Vehicles Act, and they must be in a condition permitting them to be operated on roads and to pass a roadworthiness inspection (Road Traffic Act and Vehicles Act).

### **4.8.3 Caring for vehicles**

Vehicles must never be left on the side of the road, at a parking lot or at some other area such that, and for such a long period of time that, it attracts attention from outsiders or appears abandoned.

Where a vehicle is left on the side of the road following an accident, it must immediately be transported to a repair shop or some other safe location.

If an additional device cannot be locked, or if, in order to carry out the necessary works appropriately, it is not possible to store an additional device in a locked shelter, it must be stored in a place where it is not conspicuous to outsiders and not unnecessarily prone to theft or vandalism. Additional devices must never be left without storage for an extended period of time.

To prevent unauthorised use, trailers and towed devices must be fitted with a device that prevents the trailer from being moved or coupled to a towing vehicle.

Snowmobiles, off-road and on-road all-terrain vehicles, and all-terrain vehicles classified as tractors must be attached with an anti-theft locking chain or cable and with a lock in a way that makes their unauthorised use without violence or tools impossible. On snowmobiles, to prevent unauthorised use, a device may also be employed that prevents the rotation of the snowmobile track and that is intended for this particular use.

All additional devices stored away from the vehicle at a construction site or at some other place where the work is carried out must be moved into a locked storage shelter that is under continuous watch, as soon as this is possible from the perspective of the appropriate performance of work. When using a padlock, the lock must have security grade two or higher (publication 'Riippulukot, kiinnikkeet ja ketjut' [Padlocks, fittings and chains] by Finance Finland).

Vehicles must never be kept inside another unlocked vehicle or combination of vehicles. It is further prohibited to store vehicles in or on a trailer that is not fitted with a device to prevent unauthorised use.

Any free-standing additional devices that are in the vehicle must be stored covered or hidden.

When using any vehicles, trailers and cranes that are equipped with support legs, the support legs must be operated in compliance with the manufacturer's instructions, as well as ensuring the carrying capacity of the ground.

When carrying out snow ploughing, the tractor front-end shovel loader must be supported by chassis-mounted ploughing supports.

#### **4.8.4 Safe keeping of keys and the notification part of the registration certificate**

The keys providing access to the vehicle, to the devices that prevent unauthorised use, to the vehicle shelter and to the vehicle equipment shelter, and all other devices or software with which the vehicle can be locked, started up or operated, must never be stored in plain sight or in any such unlocked place where third parties may presume them to be located.

The notification part of the vehicle registration certificate, and the vehicle's keys, digital certificate or any information needed to manufacture the keys, and any devices or software with which the vehicle can be locked, started up or operated, must never be stored inside the vehicle, not even when all the doors and the boot of the vehicle are locked and the windows are closed. Keys must not bear any identifiers that are related to the vehicle or to its ownership and control arrangements.

#### **4.8.5 Fire safety**

It is prohibited to use the vehicle shelter for any purpose that might compromise fire safety. For example, never light an open flame, never perform welding, and never smoke there.

Only use an electric lamp to light the vehicle technical systems, fuel tank or other parts. To heat the engine, power transmission equipment or other parts, only use either the standard equipment or devices that are intended for automotive use. It is a requirement to install and couple these devices in compliance with

the instructions and regulations issued by the device manufacturer and the vehicle manufacturer.

Whenever charging electric vehicles, charging must comply with the instructions issued by the vehicle manufacturer.

All mains-operated equipment fixed to the vehicle must have approval under the requirements laid down in the Electrical Safety Act, and the equipment must be operated in compliance with the manufacturer's instructions.

Whenever carrying out welding or other hot work to repair a vehicle, the vehicle upholstery and any other flammable structures must be removed from an adequately large area. Additionally, there must be first-aid extinguishing equipment and the necessary guarding at the site of the repairs.

#### **Automatic extinguishing system**

With regard to buses and coaches that entered into service after 1 January 2015, if they have seating for 22 passengers or more, their engine compartments and auxiliary heating compartments must be equipped with an insurer-approved automatic extinguishing system. This requirement does not apply to buses and coaches that are powered solely by electricity.

All motorised work machines must always be fitted with an insurer-approved automatic extinguishing system, whenever:

- the motorised work machine is operated in an environment of high fire risk, or in an environment which is otherwise at risk, or if the motorised work machine handles any materials of high fire risk;
- the insurer requires that the motorised work machine must be equipped with an automatic extinguishing system.

It is a requirement that extinguishing systems be fitted in compliance with the manufacturer's instructions and in conformity with the instructions issued by the manufacturer of the insured subject matter. Extinguishing systems must be intended for the insured subject matter in which they are fitted, and they must be serviced in compliance with the manufacturer's instructions.

If the vehicle is operated in an environment of high fire risk or in an environment which is otherwise at risk, special care must be applied to ensure the cleanliness of the vehicle. Where necessary, the fire-risk machine parts must be cleaned several times a day.

#### **Hand fire extinguishers**

All campervans and caravans must be equipped with one frostproof hand fire extinguisher of class 13A55BC or higher, to be placed inside the vehicle body on a mount fixed in the proximity of the main access opening (door).

The buses and coaches in vehicle categories M2 and M2G must be equipped with one, and all buses and coaches in vehicle categories M3 and M3G with two, frostproof hand fire extinguishers of extinguisher class 43A 233BC or higher.

The outer structure of the engine compartment of all buses and coaches that entered into service after 1 January 2005 must feature an opening through which the extinguishing agent released by a hand fire extinguisher can be discharged into the engine compartment.

Where their weight is more than 3,000kg, motorised work machines must be equipped with two, and tractors and combine harvesters with one, frostproof hand fire extinguishers of extinguisher class 43A 233BC. Motorised work machines weighing 500–3,000kg must be equipped with one frostproof hand fire extinguisher of extinguisher class 13A 89BC. If the insured subject matter is used for chipping or crushing wood, the vehicle must be equipped with four hand fire extinguishers of the type defined above, and with an automatic extinguishing system set out in the preceding section.

The hand fire extinguishers on buses, coaches, motorised work machines, tractors and combine harvesters must be inspected and serviced only by a repairer or a service company approved by the Finnish Safety and Chemicals Agency (Tukes). All extinguishers must undergo inspection once a year or more frequently.

#### Main power switch

On tractors and motorised work machines that are fitted with a main power switch, power must be switched off using the main power switch whenever the machine is not operated. When kept in indoor facilities or in their immediate vicinity, tractors and motorised work machines must always be fitted with a main power switch.

## 5 Premium

### 5.1 Designated use of the vehicle

When concluding an insurance contract, the policyholder is required to notify the insurer of any non-private use (General terms and conditions 2.2). Non-private uses include licensed use (carriage of people or goods against payment), rental without driver, peer-to-peer rental and car-sharing use, school use, competition use, contracting use, and safari use.

The applicable designated use is recorded in the policy document when taking out the policy. The designated use that the vehicle has influences the level of risk, the pricing of the policy and the content of the insurance cover offered.

The policyholder is required to notify the insurer if the designated use changes during the period when cover is in force (General terms and conditions 5.2 and 5.3).

Failure to comply with the duty of disclosure, that is to say, if you report an incorrect designated use or fail to disclose a changed designated use, may give reason to reduce or refuse cover. Where the policyholder intentionally or through negligence which cannot be considered slight fails to comply with their duty of disclosure (General terms and conditions 2.2, 5.2, and 5.3), the insurer, upon becoming aware of this, has a right to collect a higher premium retroactively if the insurer, had it been aware of the true and correct information, had granted the policy against a higher fee.

### 5.2 Decommissioning

A part of the premium charged for a vehicle registered in the vehicle register will be refunded when the vehicle remains decommissioned for an uninterrupted period of 30 days or more. The premium is refunded for the insurance covers that are not in force during decommissioning. The following insurance covers are not in force during decommissioning: Collision with Wild Animals, Towing and Expenses, Collision, Windscreen, Replacement Car or Replacement Vehicle, Engine Breakdown, Robbery Cover, Crisis Cover, Loan Trailer Insurance, Fraud Cover, Cleaning Costs, and Bonus Loss Cover.

The decommissioning refund is calculated per day from the annual premium, starting from the day that follows the day on which decommissioning starts. No premium will be refunded in respect of the day of commissioning. With seasonally rated policies, the amount of the refund is dependent on the time of year in which the decommissioning occurs.

Decommissioning must be registered in the vehicle register in advance.

### 5.3 No-claims discount

When insurance cover becomes effective, a no-claims discount will be given on the premium charged for Collision. The level of this discount is shown in the policy document. In the event that any insurance compensation is paid for a collision claim, the no-claims discount will terminate from the beginning of the next insurance period. Two collision-free insurance periods will reactivate the no-claims discount.

## 6 Expiry of the insurance contract

Cover expires without any notice being required if the vehicle's motor liability insurance policy is cancelled, when the vehicle is finally removed from the vehicle register, or if it is removed to the Åland Islands or outside Finland. For the other situations where cover expires, see the General terms and conditions.

## Motor liability insurance terms and conditions

### 1 Scope of insurance terms and conditions

These insurance terms and conditions apply to all motor liability insurance policies granted to private customers, businesses and institutions for vehicles used in traffic.

'Business' means a policyholder with a business identity code (business ID) as defined in the Business Information Act.

### 2 Territorial limits

Motor liability insurance is in force in all countries of the European Economic Area (EEA). In the non-EEA countries which have signed the Uniform Agreement on the Green Card, motor liability insurance is in force in the form of liability insurance on the basis of a Green Card issued by an insurance institution, or without a Green Card when one is not necessary. For traffic accidents that occur in these countries, cover

is determined based on the laws of the country where the accident occurs.

However, motor liability insurance is not in force in Belarus, Iran or Russia.

### 3 Content of insurance

Motor liability insurance provides cover for bodily injuries and material damage caused in Finland by the use, in traffic, of the vehicle shown in the policy document, as provided in the Motor Liability Insurance Act.

This insurance also provides citizens of the European Economic Area cover against traffic accidents that occur in a territory being crossed in a country not part of the Green Card system in the case of a direct journey from one European Economic Area country to another European Economic Area country.

This insurance provides cover in accordance with the legislation of the European Economic Area country in which the accident occurs, or in accordance with the Finnish Motor Liability Insurance Act if the insurance cover which it provides is better than the insurance cover referred to first above.

If a bodily injury caused by the use of a vehicle that is insured under the Finnish Motor Liability Insurance Act occurs in another European Economic Area country than Finland, the applicable law is determined under the choice-of-law provisions. In that case, injured parties who reside in Finland may however decide that their bodily injury be covered under the laws of Finland.

### 4 Insurance contract

#### 4.1 Policyholder's duty of disclosure before concluding an insurance contract

Before being granted insurance, the policyholder must provide true and complete answers to all questions that the insurer or its representative asks which may be relevant for the assessment of the insurer's liability. Where the policyholder intentionally or through gross negligence fails to comply with their duty of disclosure imposed by the Insurance Contracts Act and if the insurer, had it been aware of the true and correct information, had granted the policy against a higher fee, the insurer, upon becoming aware of this, has a right to collect a higher premium retroactively, however only in respect of the current year and the five most recent calendar years that have ended.

If, as a result of intentional failure to comply with the duty of disclosure referred to in section 14, subsection 1 of the Motor Liability Insurance Act, a person who under the law is not obligated to take out insurance has been registered as the policyholder, the insurer may cancel the insurance within 14 days of becoming aware of this infringement.

Additionally, throughout the entire insurance period, the policyholder is required without undue delay to rectify any incorrect or incomplete details they may discover in the information they have submitted to the insurer.

#### 4.2 Changed circumstances during the insurance period

The policyholder is required to notify the insurer if there are any changes in the circumstances reported when the insurance contract was concluded, or if there are any changes in the factual context recorded in the policy document, which occur during the insurance period and which materially increase the risk of damage.

The policyholder is required to declare such changes to the insurer no later than one month after reception of the policy document that follows the change. The insurer will remind the policyholder of this duty of disclosure in the policy document.

#### 4.3 Failure to notify increased risk

Where the policyholder intentionally or through negligence which cannot be considered slight fails to comply with the duty of disclosure set out in Section 4.2 and if the insurer, had it been aware of the true and correct information, had granted the policy against a higher fee, the insurer, upon becoming aware of this, has a right to collect a higher premium retroactively, however only in respect of the current year and the five most recent calendar years that have ended.

### 5 Commencement of the insurer's liability

Unless any particular date of commencement is agreed upon between the parties, the insurer's liability commences when the insurer or the policyholder gives or sends an acceptance of the other party's offer. The date of commencement of the insurer's liability cannot be brought forward by agreement.

Where the policyholder gives or sends a written insurance application to the insurer and it is evident that the insurer would have accepted the application, the insurer will also be liable for any insured events that occur after giving or sending the application.

An insurance application or an acceptance that the policyholder gives or sends to the insurer's representative is deemed as having been submitted or sent to the insurer. In the absence of any indication of the time of day when the acceptance or application was given or sent, this is deemed to have taken place at 24:00.

Commencement of the insurer's liability is conditional on the payment of the premium for the insurance period, if the insurer finds this necessary on the basis of the insurance applicant's any previous delayed or non-payment of premiums or registered defaults or because it is not possible to check the applicant's credit file.

If commencement of the insurer's liability is conditional on the payment of the premium, this is indicated in the invoice of the premium.

### 6 Validity of the insurance contract

Except as otherwise specially provided below, all insurance contracts are in force from one insurance period to another until the vehicle owner's or holder's legal obligation to take out insurance on the vehicle in question ends, even where the premium is not paid within the time limit set.

## 7 Premium

### 7.1 Premium bases

The premium is calculated in accordance with the premium criteria applied by the insurer and under Section 20(2) of the Motor Liability Insurance Act.

The premium charged for the insurance period comprises a fixed base charge and a risk-based charge. The base charge is fixed and it is collected for each insurance period started, even if the vehicle remains decommissioned for the entire insurance period or if the insurance period were shorter than one year.

Seasonally rated insurance distributes the annual premium across the months in unequal amounts, in a manner that reflects the level of risk, that is to say, according to the seasonal variations of vehicle use and of the risk of damage. The premiums are billed as chosen by the policyholder, and charges for the insurance can also be collected after the date of expiry if the full accumulated premium has not been billed yet.

#### No-claims discount

(Applies only to corporate customers' policies)

In the case of other vehicles than cars and motorcycles, a no-claims discount on their motor liability insurance premium is given when cover commences. The level of this discount is shown in the policy document. When any insurance compensation is paid under motor liability insurance, the no-claims discount will terminate from the beginning of the next insurance period. Two insurance periods with no motor liability insurance claims will reactivate the no-claims discount.

### 7.2 Paying of the premium

The premium must be paid within one month of the date on which the insurer sends the relevant invoice to the policyholder. However, the first premium need not be paid before the commencement of the insurer's liability, and it is not necessary to pay any subsequent premiums before the commencement of the agreed insurance period and premium period. Excluded from the above are the situations set out in paragraph four of Section 5, where the commencement of the insurer's liability is conditional on the payment of the premium for the insurance period.

Several insurances granted by the same insurer or by different insurers, together with the related invoices, can be combined into a single contract or invoice. In that case, the combined premiums will be invoiced on an aggregate basis in one or several instalments as set out in the contract.

Where a payment made by the policyholder is insufficient to cover the insurer's all premium receivables, the policyholder is entitled to instruct what premium receivables the payment is to settle. The policyholder's payment will primarily be allocated in accordance with the reference number of the invoice paid to the smallest charged premium, unless specifically instructed otherwise by the policyholder when making the payment.

### 7.3 Late payment and distractability of the premium

If, in addition to motor liability insurance, the same invoice also includes the premium of a voluntary insurance, they are receivables that arise from different criteria. In case of non-payment of the full premium, the receivables are differentiated, and the motor liability insurance premium may be recovered through enforcement out of court or without a decision. Specific handling fees will be charged for the submission of any payment reminders for delayed premiums.

Annual interest for late payment under the Interest Act will be collected on any premiums not paid within the time limit set. The premium for motor liability insurance is recovered with interest through enforcement out of court or without a decision, without prejudice to the provisions on the enforcement of taxes and payments.

### 7.4 Returning of the premium

#### 7.4.1 Decommissioning

A part of the premium charged for a vehicle registered in the vehicle register will be refunded when the vehicle remains decommissioned for an uninterrupted period of 30 days or more. The base charge will not, however, be refunded.

The decommissioning refund is calculated per day from the annual premium, starting from the day that follows the day on which decommissioning starts.

No premium will be refunded in respect of the day of commissioning. With seasonally rated policies, the refunded amount is dependent on the time of year in which decommissioning occurs.

Decommissioning must be reported to the vehicle register in advance.

#### 7.4.2 Vehicle use while decommissioned

If the vehicle is used in traffic while it is decommissioned, the insurer will collect a premium retroactively. For the period between the decommissioning start date and the use in traffic, an increased premium equivalent to three times the premium will be collected.

#### 7.4.3 Returning of the premium upon policy expiry

If the policy expires earlier than what was agreed, the insurer is entitled to a premium only in respect of the time period for which its liability was in force. The base charge will not, however, be returned. The policyholder will be returned the remainder of the premium already paid.

The premium to be returned is calculated, per day, from the annual premium determined according to the risk of the policy. With seasonally rated policies, the returned amount is dependent on the calendar months over which the policy has been in force.

However, the premium will not be separately returned if the amount to be returned is less than €8. The premium to be returned may also be allocated to the policyholder's outstanding premiums.

The insurer is to pay annual interest for late payment under the Interest Act on any delayed returns of premiums. Interest for late payment is paid from

the point at which one month has elapsed from the day on which the company receives information or a document that confirms entitlement to return of the premium.

## **8 LocalTapiola's bonus scheme**

LocalTapiola's bonus scheme is part of the motor liability insurance pricing system. Rewarding no claims, it is also used to determine how the claims made affect the policyholder's premiums. The motor liability insurance bonus goes up with claim-free years and, correspondingly, it goes down in the event of claims.

The bonus scheme covers the motor liability insurance policies taken out on registered cars and motorcycles, but it does not apply to any veteran vehicles or yellow test plates.

### **8.1 Claims history and transferring the claims history**

'Claims history' means the details of the period of cover of the policyholder's insurance policies as well as the details of the claims made under those policies.

It is not possible to transfer the claims history to another policyholder, such as a spouse, or from an individual to a business. The claims history will also not be transferred from one motor liability insurance policy to another.

### **8.2 Claims history certificate issued by a foreign insurer**

(Applies only to private customers' policies)

The claims history is determined based on a certificate issued by a foreign insurer that is part of the Green Card system, as if the policy had been in force in Finland for the length of time over which the policyholder has had their policy in force outside Finland. The certificate must display the period of cover and the dates on which any possible claims were made.

### **8.3 Use of insurance history and claims history**

(Applies only to private customers' policies)

LocalTapiola also takes account of the insurance history and claims history data that are registered with other insurers.

If a spouse, an unmarried partner or someone with whom the policyholder is in a registered life partnership lives in the same household with the policyholder, that person's insurance and claims history, instead of the policyholder's own insurance and claims history, may, with the agreement of the person concerned, be taken into consideration when determining the bonus for a new policy.

A deceased person's insurance and claims history may, with the agreement of the estate, be taken into consideration when determining the widow(er)'s bonus, instead of his or her own insurance and claims history. In order for this consideration to be exercised, the persons concerned must have been using the same vehicle together. It is not possible to take advantage of a deceased person's claims history for the benefit of any new vehicles that the estate acquires.

### **8.4 Determining the bonus for private customers upon the commencement of insurance**

(Applies only to private customers' policies)

The motor liability insurance bonus is determined based on the policyholder's insurance history and claims history data. When determining the bonus for cars, consideration will be given to the insurance and claims history of the cars. Correspondingly, when determining the bonus for motorcycles, consideration will be given to the insurance and claims history of the motorcycles concerned. When determining the bonus upon the commencement of insurance, in examining the policyholder's insurance and claims history, one calendar year is treated as one insurance period.

In case there are no insurance and claims history data available for the policyholder, new insurance cover will have a bonus of 35%. If the policyholder does not permit the use of their data for the purpose of determining the bonus, new insurance cover will have a bonus of 0%.

Where the policyholder has accumulated any insurance and claims history, it will be considered when determining the bonus for new insurance cover. In that case, each claim-free insurance period increases the bonus 10 percentage points, starting from the 35% bonus category.

If the claims history contains any claims, they will be considered for the current year and the seven previous calendar years. Based on one claim that has given rise to compensation, the bonus will go down 15 percentage points from the start of the following insurance period. After that insurance period, if no claims are made during it, the bonus will go up 5 percentage points at the start of the next insurance period. After this, the bonus will go up 10 percentage points following every claim-free insurance period. However, a claim will not reduce the bonus level if Bonus Cover has been earned in accordance with Section 8.9.

In determining the bonus, the claims history of cars will be treated as a separate entity from the claims history of motorcycles, regardless of their designated use. Under the insurance and claims history system, vehicles can have any of the following designated uses: private, licensed, school vehicle, and rental without driver.

An insurance period will be considered for bonus determination purposes if a car has commissioned status for 120 days or longer and a motorcycle for 90 days or longer. One day of commissioned status will accrue only one day that will be taken into account in the determination of the bonus, even where several vehicles have commissioned status simultaneously.

Based on the data considered, the bonus will be classified into the relevant bonus category shown in the bonus table, and this will yield the bonus percentage for the policy.

After the bonus percentage and the bonus category have been determined for the car or motorcycle motor liability insurance policy, the bonus will in future be examined per policy. This being so, the bonus will be affected only by the period of cover of the policy concerned and by the claims made under that policy.

## 8.5 Determination of bonus for corporate customers upon commencement of insurance

(Applies only to corporate customers' policies)

The bonus is determined separately for each policy, and for a new policy it is 80%.

## 8.6 Bonus table

Bonus table for cars and motorcycles:

Bonus percentage	Bonus category	New bonus category following no claims
0	01	03
5	02	04
10	03	05
15	04	06
20	05	07
25	06	08
30	07	09
35	08	10
40	09	11
45	10	12
50	11	13
55	12	14
60	13	15
65	14	16
70	15	17
75	16	17
80	17	18
80	18	19
80	19	20
80	20-99	21

A bonus that is reduced following a claim will however go up 5 percentage points at the start of the next insurance period.

## 8.7 Increase of the bonus

A policy will be promoted to a higher bonus category based on every insurance period during which the insurer does not pay any damages that affect the bonus category ranking.

In order for a car to be promoted to a higher bonus category, it must have commissioned status for 120 days or more during the insurance period in question. For motorcycles, 90 days or more are required.

Over the course of a one-year period, a policy can be promoted to a higher bonus category not more than once.

As a general rule, after a claim-free insurance period, the bonus goes up ten percentage points. A bonus that is reduced following a claim will however go up 5 percentage points at the start of the next insurance period.

## 8.8 Decrease of the bonus

After every insurance period, a policy will move from one bonus category to another based on the number of claims that gave rise to compensation during that insurance period. A lower bonus category becomes effective from the start of the insurance period that follows the payment of damages.

All claims arising from fault on the part of the vehicle owner, holder or driver, or from any inadequacy of the vehicle, for which the insurer was liable to pay damages are considered claims that affect the premium.

Claims in respect of which compensation was paid are considered not to affect the premium if:

- compensation was paid for a claim that arose when a vehicle that was locked or kept in a locked or guarded shelter was used without authorisation;
- compensation was paid for a claim that arose within seven days following a change in the ownership of the insured vehicle, and the claim cannot be attributed to the policyholder or any family member living in the same household with the policyholder;
- the policyholder paid the insurer the equivalent of the compensation not later than during the insurance period that followed the damages.

Every covered claim will reduce the bonus 15 percentage points at the start of the following insurance period.

## 8.9 Bonus Cover

A private customer's policy has a personal Bonus Cover, and policies taken out by corporate entities have a firm-specific Bonus Cover.

The personal Bonus Cover accrues from car and motorcycle motor liability insurance policies that have a bonus component.

The Bonus Cover activates on the commencement of cover, or in an in-force policy when:

- the motor liability insurance bonus is at 80 per cent; and
- the insurance and claims history contains no claims, or a period of two years or more has elapsed from the day on which compensation was awarded for the most recent claim.

The firm-specific Bonus Cover accrues from car and motorcycle motor liability insurance policies that have a bonus component, and it activates on the commencement of cover or at the start of the insurance period, when:

- the motor liability insurance bonus is at 80 per cent; and
- the policyholder has had a motor liability insurance policy with LocalTapiola for the previous two years, and no claims set out in section 8.7 that affect the premium have been covered under that policy.

The personal or firm-specific Bonus Cover will be used towards the first accepted car or motorcycle motor liability insurance claim. When you exhaust the Bonus Cover, one accepted claim will not reduce the bonus percentage.

If more than one claim is made during the same insurance period, all subsequent claims will reduce the bonus level, without the first claim affecting this.

The Bonus Cover will reactivate in accordance with the above rules.

The Bonus Cover will end when the policyholder has no longer in force any motor liability insurance policy that provides entitlement to a bonus.

## **9 Amendment of the terms and conditions of contract upon a new insurance period**

Upon a new insurance period, the insurer has a right to amend the insurance terms and conditions and the other terms and conditions of contract and to adjust the premium and the deductible, whenever this is based on any of the following factors:

- new or amended legislation or regulations issued by a public authority;
- unforeseeable developments in the circumstances, such as an international crisis, an exceptional natural event, a catastrophe;
- unforeseeable developments in the circumstances which require that measures be taken in order to maintain the company's solvency position to safeguard the insureds' interests;
- developments in the insurance administration and management expenses;
- development of claims expenditure, or development of the ratio of the premiums to the insurance claims paid.

The premium is determined as laid down in Section 7.1 'Premium bases'. The insurer has a right to adjust the premium and the criteria under which it is determined on the basis of the relevant statistical material on insurances and claims, as provided for in Section 20(2) of the Motor Liability Insurance Act.

The insurer has a right to introduce to the insurance terms and conditions minor changes that have no impact on the key content of insurance contracts.

Whenever the insurer introduces to an insurance contract any changes described in this Section, the insurer will, in connection with the insurance premium invoice, communicate to the policyholder how the premium is adjusted or how the other terms and conditions of contract are amended. This communication will note that the policyholder has a right to cancel their policy in the manner described in Section 10. The amendments and adjustments become effective from the start of the insurance period which next follows in one month of submitting the communication.

## **10 Expiry of the insurance contract**

### **10.1 Policyholder's right to cancel insurance**

The policyholder may cancel motor liability insurance in writing whenever their vehicle:

1. if it is not subject to registration, is destroyed, it is decommissioned from traffic as defined in the Motor Liability Insurance Act, or insurance is taken out on the vehicle with some other insurer;
2. is decommissioned, this information is recorded in the vehicle register, and the vehicle is not used in traffic;
3. is stolen and this is reported to the police and to the insurer, and the vehicle is decommissioned and this information is recorded in the vehicle register.

### **10.2 Expiry of insurance without cancellation**

Insurance expires without cancellation whenever:

1. the insured vehicle transfers to a new owner or holder other than the policyholder itself or the policyholder's death estate or bankruptcy estate;
2. the vehicle is finally decommissioned and this information is recorded in the vehicle register;
3. in the case of registered vehicles, insurance is taken out on the registered vehicle with some other insurer.

Where motor liability insurance expires when the insured vehicle transfers to a new owner other than the policyholder itself or, if the policyholder is the holder recorded in the relevant register, once possession of the vehicle is transferred or returned to the owner, a policy that has already expired will nevertheless cover any claims that arise within seven days of the transfer of ownership, or within seven days of the transfer or return of the possession of the vehicle to the owner, unless the new vehicle owner or holder takes out insurance within this time period. Cases where the insurer's liability for a motor liability insurance claim derives from a policy that has already expired are subject to the time limits act.

## **11 Insurer's right of subrogation**

The injured party's right to claim from a third person the compensation amount that the insurer has paid him or her will transfer to the insurer.

Where that third person is an individual, an employee, a public official or some other person comparable to them under Section 1 of Chapter 3 of the Tort Liability Act, or if the person is the vehicle owner, holder, driver or passenger, this right will transfer only if he or she has caused the insured event intentionally or through gross negligence.

Notwithstanding the above, the insurer has a right of subrogation against anyone who causes a claim:

1. while operating the subject matter of insurance in such a condition that their blood alcohol content during or after driving was equal to or greater than 1.2 g per mille, or if their breath alcohol content was equal to or greater than 0.53 mg/l; or
2. while operating the subject matter of insurance in such a condition that their ability to perform as required by this task was considerably hampered by an intoxicant other than alcohol or by a combination of such substances.

## 12 Processing of claims data

LocalTapiola ensures the protection of our customers' privacy, and we process all personal data, in line with data protection legislation, insurance legislation, and good data management and data processing practice.

Personal data are processed in order to offer LocalTapiola's products and services and to take care of customer relationships. Data may also be used for purposes such as marketing to customers.

LocalTapiola utilises automated decision-making and profiling in tasks including the making of insurance decisions and claim settlement decisions and the targeting of marketing efforts. Every service making use of automated decision-making notifies of this in connection with that service.

Personal data are mainly obtained directly from customers, parties authorised by customers, public registers maintained by the authorities, and the credit register. Personal data are disclosed to third parties only with the customer's consent or under a legislative provision.

Into the insurance companies' common claims register, LocalTapiola registers data on the claims filed with us and in this connection checks what claims have been submitted to other insurance companies. The data in the claims register are used in claims handling to combat abuses targeting insurance companies. Into the insurance companies' common fraudulent claims register, LocalTapiola registers data on the criminal offences and the suspected criminal offences targeting the insurance activities in which LocalTapiola engages and checks the customer data available in the register. Data in the fraudulent claims register are used in claims handling and in the processing of insurance matters to combat crime targeting insurance companies.

Know Your Customer data and other personal data may be used in investigating, exposing and preventing money laundering and terrorist financing. In addition, data may be disclosed to the authorities to initiate investigations of money laundering and terrorist financing and of criminal offences committed to obtain any property or proceeds of crime subject to money laundering or terrorist financing.

LocalTapiola saves telephone calls and chat sessions with customers to verify that a call or a chat session has taken place and to ensure service quality.

Privacy statements have been compiled with respect to LocalTapiola's personal data files, providing information on the personal data processed in the data files, on the processing of these personal data, and on the data subject's rights. To read more about the privacy statements and how personal data are processed, visit LocalTapiola's website [lahitapiola.fi/henkilotietojenkasittely](http://lahitapiola.fi/henkilotietojenkasittely). Privacy statements are also available upon request by mail or via an email to [tietosuoja@lahitapiola.fi](mailto:tietosuoja@lahitapiola.fi).

## 13 Digital services

The insurer has the right to forward all insurance related information electronically into the LocalTapiola online service and mobile service. This information includes the insurance terms and conditions, insurance documents, decisions, claim settlement decisions, invoices, messages, notifications, responses, amendments, adjustments, terminations and cancellations. The policyholder has a right to be sent the above information by post within a reasonable time period after informing the insurer that the policyholder wishes to receive the information by post.

*In case of any dispute under these terms and conditions the original Finnish wording shall prevail.*

Insurance is granted by the following mutual insurance companies in LocalTapiola Group (business ID):

LähiTapiola **Etelä** (0139557-7) | LähiTapiola **Etelä-Pohjanmaa** (0178281-7) | LokalTapiola **Sydkusten** -  
LähiTapiola **Etelärannikko** (0135987-5) | LähiTapiola **Itä** (2246442-0) | LähiTapiola **Kaakkois-Suomi**  
(0225907-5) | LähiTapiola **Kainuu-Koillismaa** (0210339-6) | LähiTapiola **Keski-Suomi** (0208463-1) |  
LähiTapiola **Lappi** (0277001-7) | LähiTapiola **Loimi-Häme** (0134859-4) | LähiTapiola **Länsi-Suomi** (0134099-8) |  
LähiTapiola **Pirkanmaa** (0205843-3) | LokalTapiola **Österbotten** - LähiTapiola **Pohjanmaa** (0180953-0) |  
LähiTapiola **Pohjoinen** (2235550-7) | LähiTapiola **Pääkaupunkiseutu** (2647339-1) | LähiTapiola **Savo**  
(1759597-9) | LähiTapiola **Savo-Karjala** (0218612-8) | LähiTapiola **Uusimaa** (0224469-0) |  
LähiTapiola **Varsinais-Suomi** (0204067-1) | LähiTapiola **Vellamo** (0282283-3) |  
LocalTapiola General Mutual Insurance Company (0211034-2)

The companies' contact details are available at [www.lahitapiola.fi](http://www.lahitapiola.fi).