MOTOR VEHICLE COVER
COMPREHENSIVE MOTOR VEHICLE INSURANCE
TERMS AND CONDITIONS

For private households
Valid as of 1 January 2011
DEFINITIONS OF TERMS USED

Comprehensive Motor Vehicle Insurance is used for Super Motor Insurance, Maxi Motor Insurance, Standard Motor Insurance or Mini Motor Insurance and their supplementary insurance and optional cover.

A seasonally rated insurance is valid regardless of whether the insured vehicle is laid up or not. The insurance provides no rebate for the period of non-use.

Supplementary insurance is a term used for financial insurance.

Basic insurance is used for Super Motor Insurance, Maxi Motor Insurance, Standard Motor Insurance or Mini Motor Insurance without optional cover or supplementary insurance.

Pohjola refers to Pohjola Insurance Ltd.

The safety regulation is the obligation to observe given regulations recorded in the insurance policy or insurance terms and conditions, or otherwise in written form, aimed at preventing or restricting the occurrence of a loss, or the regulation to the effect that the person using the object of insurance has the required qualification.

The policyholder is the party who has concluded an insurance contract with Pohjola.

The insured is the party for whose benefit the insurance is valid.

The insurance period is the agreed period recorded in the policy during which the insurance is valid.

The insurance event is the event for which compensation is paid under the insurance.

Optional cover refers to cover that is not an integral part of basic insurance with the exception of financial insurance.

Please read carefully the restrictions printed in italics.

This is a translation of the original Finnish terms and conditions, which take precedence should there be any differences between the original and the translation.
1 GENERAL

These insurance terms and conditions apply to the following vehicles in private use and belonging to private households:
- passenger cars
- lorries with a maximum weight of 6,00 kg
- tractors for agricultural use
- camper vans with a maximum weight of 6,000 kg
- caravans with a maximum weight of 3,500 kg
- snowmobiles
- motorcycles
- mopeds
- light quadricycles
- quad bikes
- vans
- trailers with a maximum weight of 3,500 kg.

1.1 Purpose of insurance

The purpose of this insurance is to indemnify, under these terms and conditions, for any direct material damage caused to the object of insurance by the insurance event, and other expenses specified separately in the terms and conditions.

1.2 Forms of insurance

Comprehensive motor vehicle insurance includes one of the following combinations, as entered on the insurance policy:

1.2.1 Super Motor Insurance

Super Motor Insurance provides cover for passenger cars, vans, and lorries with a maximum weight of 6,000 kg in private use, and it comprises:
- collision cover
- deer and elk accident cover
- vandalism cover
- fire cover
- theft cover
- emergency road service cover
- legal expenses cover.

By separate agreement, Super Motor Insurance may include:
- consequential loss cover
- windscreen cover
- Super Salvage
- financial insurance.

1.2.2 Maxi Motor Insurance

Maxi Motor Insurance provides cover for motorcycles, mopeds, snowmobiles, light quadricycles, quad bikes and camper vans with a maximum weight of 6,000 kg and caravans and trailers with a maximum weight of 3,500 kg, and it comprises:
- collision cover
- deer and elk accident cover
- vandalism cover
- fire cover
- theft cover
- legal expenses cover.

In addition to this, Maxi Motor Insurance for motorcycles, light quadricycles and camper vans includes:
- emergency road service cover.

By separate agreement, Maxi Motor Insurance may include:
- financial insurance.

By separate agreement, Maxi Motor Insurance for motorcycles and camper vans may include:
- consequential loss cover.

1.2.3 Standard Motor Insurance

Standard Motor Insurance provides cover for passenger cars, vans and lorries with a maximum weight of 6,000 kg in private use, and it comprises:
- collision cover
- deer and elk accident cover
- vandalism cover
- fire cover
- theft cover
- emergency road service cover
- legal expenses cover.

By separate agreement, Standard Motor Insurance may include:
- financial insurance.

Standard Motor Insurance is available for cars with a current value not exceeding EUR 15,000.

1.2.4 Mini Motor Insurance

Mini Motor Insurance provides cover for passenger cars, vans, and lorries with a maximum weight of 6,000 kg in private use, and also motorcycles, mopeds, light quadricycles, quad bikes, snowmobiles, tractors for agricultural use, and camper vans with a maximum weight of 6,000 kg in private use and caravans and trailers with a maximum weight of 3,500 kg, and it comprises:
- fire cover
- theft cover
- legal expenses cover.

In addition, Mini Motor Insurance for passenger cars, vans and lorries, motorcycles, mopeds, light quadricycles, quad bikes, snowmobiles, camper vans, caravans and trailers in private use also comprises:
- deer and elk accident cover.

By separate agreement, Mini Motor Insurance for passenger cars, vans, lorries and light quadricycles may include:
- emergency road service cover
- vandalism cover.

By separate agreement, Mini Motor Insurance for motorcycles or camper vans may include:
- emergency road service cover.

2 TERRITORIAL SCOPE OF VALIDITY OF INSURANCE

The insurance is valid everywhere in Europe and in Green Card countries outside Europe, except:
- in the non-European parts of Russia,
- theft cover for passenger cars and motorcycles in private use, which is not valid in Russia, Belarus, Ukraine or Moldova unless separate agreement is reached on that and on the special terms and conditions regarding territorial scope. The restriction does not, however, apply to camper vans.
- theft cover for passenger cars and motorcycles in private use included in Mini Motor Insurance is not valid in Estonia, Latvia, Lithuania, Poland, Russia, Belarus, Ukraine or Moldova. The territorial scope of validity of theft cover included in Mini Motor Insurance cannot be extended.
- Emergency road service cover which is part of Mini Motor Insurance is valid only in Finland, Sweden, Norway and Denmark and in transportation between these countries.

For the territorial scope of validity of legal expenses cover, see section 7.3.

3 SAFETY REGULATIONS

3.1 General

The purpose of safety regulations is to prevent accidents and minimize damage.

Safety regulations must be observed. Failure to observe safety regulations may result in reduction or disallowance of indemnity (see General Terms of Contract, section 9.6).

3.2 Right to drive a motor vehicle

The driver of a motor vehicle must have a valid driving licence for the relevant vehicle class issued by the authorities or the age-based right to drive a vehicle. A motor vehicle may not be driven when tired or ill (Sections 63 and 64 of the Road Traffic Act.)

A motor vehicle must not be given to another person to drive without confirming his/her identity and that he/she has a valid licence for the relevant vehicle class or the age-based right to drive a vehicle. (Section 63 of the Road Traffic Act.)

3.3 Condition of a motor vehicle

The motor vehicle must be in a roadworthy condition as specified in the relevant rules and regulations and inspected in accordance with regulations. For example, the tyres and brakes must be as specified.

The locking devices of the motor vehicle must be in a condition which meets their requirement to provide protection.

3.4 Supervision of a motor vehicle

A motor vehicle which has developed a fault, been damaged, run out of fuel or had to be abandoned by the roadside for some other reason must be transferred as soon as possible to a safe storage place.

During a stated period of non-use or if the motor vehicle is not in use for a longer period, it must be overseen weekly.

If the location of the motor vehicle is not where it can be normally overseen, the person in charge of the vehicle must check that the vehicle is in safekeeping by visiting the place him/herself or by ensuring this in some other way at least once a month.

3.5 Safekeeping of key coding information and recoding of immobilisers

Any data or information needed for fabricating keys to the vehicle must not be kept in the vehicle or in the storage space of the vehicle, irrespective of how they are locked.
Should the keys or any similar device needed for starting the vehicle, such as keycards, be lost, the immobiliser must immediately be coded so that the lost keys cannot be used for starting the vehicle. Before coding, the vehicle must have been locked with a mechanical locking device which cannot be opened with the lost key. The insurance company is not responsible for the recording, nor for the costs of the locking devices.

3.6 Fire safety in the storage place

A naked flame may not be used and smoking is not permitted in a place where motor vehicles are kept.

3.7 Heating a motor vehicle

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

Approved devices are
– liquid gas devices and equipment and mains-operated devices which are intended specifically for use in motor vehicles and marked with CE approval (motor vehicle interior heaters have insulated glow filaments and generally also the text ‘car interior heater’).

3.8 Precautions

When motor vehicles are repaired by welding, flame cutting or grinding, upholstery and other combustible structures must be removed from a sufficiently large area, and manual extinguishing equipment and the necessary surveillance including surveillance after the work is finished must be organised at the site.

Only electric lighting may be used for lighting the engine space, fuel tank and other parts of the motor vehicle.

4 PROPERTY INSURANCE

4.1 Object of insurance

The object of insurance is:
– the motor vehicle entered in the insurance policy;
– the standard accessories fitted to the motor vehicle and included in the standard price of the motor vehicle;
– any optional extras permanently fitted to the motor vehicle and relevant for its use;
– equipment manufactured for use in the vehicle only
– another different set of (summer or winter) tyres with rims, and
– in the case of a motorcycle, moped, quad bike or snowmobile, also the helmet and helmet phone.

Equipment which is only connected to the electric circuit of the motor vehicle is not considered to be permanently fitted.

4.1.1 Voice and image reproduction devices and telephones

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

4.1.1.1 Voice and image reproduction devices

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

For voice and image reproduction devices, the maximum amount of indemnity payable under Super and Maxi Motor Insurance is EUR 2,600 and under Standard Motor Insurance and Mini Motor Insurance EUR 700.

4.1.1.2 Telephones

In the case of telephones, only those which are an integral part of the motor vehicle and are in addition connected to the motor vehicle’s electric circuit or aerial are objects of insurance. See also section 4.7.3.

This restriction does not apply to helmet phones.

4.1.2 Tractors for agricultural use

As far as tractors for agricultural use are concerned, the optional extras and accessories which are not mobile under their own power which are fitted to the tractor at the time of the damage occurring are objects of insurance.

4.1.3 Non-insurable objects

Non-insurable objects in all motor vehicle groups are:
– mobile telephones with the exception of hands-free devices attached to the telephones;
– IT appliances with the exception of on-board computers;
– equipment and structures intended for competitive use;
– pearlescent, decorative and other special paint finishes and adhesive tapes with the exception of the original paint finish;
– equipment that is contrary or is installed contrary to safety or other official regulations;
– recordings and video tapes and discs, spare batteries for telephones;
– tools other than the standard motor vehicle accessories;
– driving clothes;
– spare and duplicate parts of motor vehicle components and optional extras of which usually only one exists. (In such cases, the insurance covers that part or optional extra which is installed in the motor vehicle.)
– fuel

Voice and image reproduction devices and telephones are non-insurable objects in motorcycles, snowmobiles and mopeds or quad bikes.

4.1.4 Accessories and optional extras in store

The standard accessories and the optional extras covered by insurance are the object of insurance in fire and theft insurance also when they are not fitted to the vehicle and are stored in a separate shelter. This does not apply to tractors for agricultural use. The shelter must be a locked or covered space or place to which there is no access without keys except by burglary.

A shared garage or other space to which several persons have keys can, in cases of theft, be considered a locked shelter as referred to in section 4.9.1 of the terms and conditions only if it was broken into.

In a shared garage, other space or an open car shelter, vehicle accessories are covered by the insurance when locked to a structure fitted to the building in such a way that the accessories cannot be unfastened without breaking the lock.

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

A naked flame may not be used and smoking is not permitted in a place where motor vehicles are kept.

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

Approved devices are
– liquid gas devices and equipment and mains-operated devices which are intended specifically for use in motor vehicles and marked with CE approval (motor vehicle interior heaters have insulated glow filaments and generally also the text ‘car interior heater’).

When motor vehicles are repaired by welding, flame cutting or grinding, upholstery and other combustible structures must be removed from a sufficiently large area, and manual extinguishing equipment and the necessary surveillance including surveillance after the work is finished must be organised at the site.

Only electric lighting may be used for lighting the engine space, fuel tank and other parts of the motor vehicle.

The object of insurance is:
– the motor vehicle entered in the insurance policy;
– the standard accessories fitted to the motor vehicle and included in the standard price of the motor vehicle;
– any optional extras permanently fitted to the motor vehicle and relevant for its use;
– equipment manufactured for use in the vehicle only
– another different set of (summer or winter) tyres with rims, and
– in the case of a motorcycle, moped, quad bike or snowmobile, also the helmet and helmet phone.

Equipment which is only connected to the electric circuit of the motor vehicle is not considered to be permanently fitted.

Voice and image reproduction devices and telephones

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

Voice and image reproduction devices

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

For voice and image reproduction devices, the maximum amount of indemnity payable under Super and Maxi Motor Insurance is EUR 2,600 and under Standard Motor Insurance and Mini Motor Insurance EUR 700.

In the case of telephones, only those which are an integral part of the motor vehicle and are in addition connected to the motor vehicle’s electric circuit or aerial are objects of insurance. See also section 4.7.3.

This restriction does not apply to helmet phones.

As far as tractors for agricultural use are concerned, the optional extras and accessories which are not mobile under their own power which are fitted to the tractor at the time of the damage occurring are objects of insurance.

Non-insurable objects in all motor vehicle groups are:
– mobile telephones with the exception of hands-free devices attached to the telephones;
– IT appliances with the exception of on-board computers;
– equipment and structures intended for competitive use;
– pearlescent, decorative and other special paint finishes and adhesive tapes with the exception of the original paint finish;
– equipment that is contrary or is installed contrary to safety or other official regulations;
– recordings and video tapes and discs, spare batteries for telephones;
– tools other than the standard motor vehicle accessories;
– driving clothes;
– spare and duplicate parts of motor vehicle components and optional extras of which usually only one exists. (In such cases, the insurance covers that part or optional extra which is installed in the motor vehicle.)
– fuel

Voice and image reproduction devices and telephones are non-insurable objects in motorcycles, snowmobiles and mopeds or quad bikes.

The standard accessories and the optional extras covered by insurance are the object of insurance in fire and theft insurance also when they are not fitted to the vehicle and are stored in a separate shelter. This does not apply to tractors for agricultural use. The shelter must be a locked or covered space or place to which there is no access without keys except by burglary.

A shared garage or other space to which several persons have keys can, in cases of theft, be considered a locked shelter as referred to in section 4.9.1 of the terms and conditions only if it was broken into.

In a shared garage, other space or an open car shelter, vehicle accessories are covered by the insurance when locked to a structure fitted to the building in such a way that the accessories cannot be unfastened without breaking the lock.

A burglary refers to a person entering a locked space by using force and breaking locks or structures, leaving signs of this having taken place.

4.2 Deer and elk accident cover

4.2.1 Coverable losses

The insurance indemnifies for any damage caused directly by collision with a deer or elk. However, Super Motor Insurance indemnifies for damage caused directly by collision with reindeer or a wild animal.

4.2.2 Restrictions

Damage caused through an effort to avoid a collision with animals referred to under section 4.2.1 is not indemnified under this insurance and can only be indemnified under collision insurance.

4.3 Vandalism cover

4.3.1 Coverable losses

Vandalism cover indemnifies for damage to the object of insurance caused by a wilful act of vandalism on condition that the damaged place where the damage occurred can be determined with accuracy. Wilful damage means damaging the object of insurance specifically with intent to damage.

4.3.2 Restrictions

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

If a motor vehicle was subject to vandalism in connection with unauthorised use or theft of use of the vehicle, or after them, the loss is covered only if the loss event is coverable under theft insurance. (See section 4.9.1.)

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

4.4 Collision cover

4.4.1 Coverable losses

The insurance indemnifies for damage to the object of insurance directly caused by:
– the motor vehicle running off the road or turning over;
– a road collapse;
– a collision; or
– some other sudden and unforeseeable external reason causing damage to the object of insurance.

4.4.2 Restrictions

The insurance does not indemnify for any breakage of or damage to the object of insurance, or a part or optional extra thereof, which has not occurred in conjunction with the damage referred to in section 4.4.1 (see also sections 3 and 4.10).

4.5 Windscreen cover

4.5.1 Coverable losses

Windscreen cover indemnifies for damage to the windows of the insured vehicle if they are broken by a blow directly to the glass as a result of which the glass must be repaired or replaced in the interests of road safety requirements. Windows
here refers to the windscreen proper, the side windows and back window of the vehicle.

**4.5.2 Restrictions**

Windscreen cover does not indemnify for glass roof structures such as sunroofs and glass roofs.

Windscreen cover does not indemnify for windows broken due to collision, the motor vehicle running off the road or turning over. These losses are indemnified under collision insurance.

**4.6 Fire cover**

**4.6.1 Coverable losses**

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

**4.6.2 Restrictions**

**4.6.2.1 Short circuit or fire in the engine or exhaust pipes**

_Fire cover does not indemnify for any damage caused to the generator, electric motor, battery or other electrical appliance, e.g. a radio, player or an engine’s controls by a short circuit, nor any damage caused to the engine or exhaust pipes of a motor vehicle by fire or explosion in any of the above alone._

**4.6.2.2 Fire damage in connection with theft**

_If a motor vehicle was damaged in connection with unauthorised use or theft of use of the vehicle, or after them, the loss is covered only if the loss event is coverable under theft insurance. (See section 4.9.1.)_

**4.7 Financial insurance**

**4.7.1 Coverable losses**

Financial insurance indemnifies for loss of or damage to a vehicle if:

- the loss is not indemnified as specified in section 4.9 because the object of the act was not locked or was not in a locked or guarded shelter when the act was committed.
- the indemnity under section 4.3.2, 4.6.2.2 or subsections 2–6 and 8–9 of section 4.10 of the terms and conditions is disqualified or the indemnity reduced.
- the loss or damage in sections 4.4.1 or 4.2 is not indemnified because it has occurred while using the vehicle in traffic during a non-use period of which the insurance company has been notified in advance (see section 8.2).

**4.7.2 Those insured**

_Those insured are_

- the car dealer engaged in sales of motor vehicles who sold the vehicle subject to a provision regarding reservation of title or a financial institution to which the car dealer has transferred equivalent rights
- the lessor under a leasing contract (not in renting)
- the holder of a right of lien or the holder of a motor vehicle mortgage.

**4.7.3 Validity of insurance**

The maximum validity of the financial insurance lasts until the termination of the basic insurance and always terminates when the hire purchase instalments are fully paid, the leasing contract expires or the loan granted against the motor vehicle mortgage is fully paid.

**4.7.4 Indemnification regulations**

_The indemnity constitutes the part disallowed or deducted from the claim amount under the basic insurance (as set out in section 4.11.3)._

_The indemnity payable from the insurance will not exceed the amount of the following at the time of the loss_

- the receivables as specified by the terms of the hire purchase contract with the seller or financial institution
- the pledgee’s receivables
- the unpaid portion of the loan granted against a motor vehicle mortgage.

_The seller, the financial institution, the lessor or the pledgee is responsible for submitting to Pohjola a calculation of his/her receivables for the damaged motor vehicle._

**4.7.5 Restrictions**

No indemnity will be paid for failure to pay instalments of financing, loans or leasing agreements.

Redemption at replacement value, Replacement Value Cover or Super Salvage referred to in sections 4.11.3.4.2 and 4.11.3.4.4 are not applied to the financial insurance.

**4.7.6 Deductible**

_In all loss events, the insured is responsible for a deductible equal to the deductible applied in similar loss events indemnified from the basic insurance._

_The deductible is subtracted from the total amount of loss as determined by the basic insurance and this supplementary insurance and is applied to the same loss event only once._

**4.8 Super Salvage and Replacement Value Cover**

See section 4.11.3.4.3 and 4.11.3.4.4

**4.9 Theft cover**

**4.9.1 Coverable losses**

_Thief cover indemnifies for loss caused by loss of or damage to the object of insurance only if_

- the reason was theft or unauthorised use of a motor vehicle, a standard accessory or an optional extra that is the object of insurance, or theft of use of a motor vehicle, or an attempt at any of the above, as referred to in the Penal Code, Chapter 28 and
- the object of the act at the time of the act was locked in the manner specified in section 4.9.2 or kept in a locked shelter similar to that specified in 4.1.4 or in a vehicle, trailer, vehicle combination or the equivalent, and
- the object of the act at the time of the act was locked (its body space was closed and locked) or in a locked shelter (see section 4.1.4); and
- the policyholder or other insured has demanded conviction for a crime committed.

_Thief cover indemnifies for loss or damage caused directly by the loss of a vehicle, if the vehicle is not found within 30 days of its disappearance being reported to the insured or the police and a copy of the crime report concerning unauthorized use or theft of use being delivered to Pohjola._

_Thief cover also indemnifies for the reasonable costs arising from collecting or returning the vehicle due to a coverable event referred to in section 4.9._

**4.9.2 Locking requirements in the event of theft**

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

_A trailer, sled or towed equipment is locked when it is locked using a device which prevents it from coupling to the drawing vehicle, or a lock which prevents moving the trailer._

_A motorcycle, moped, off-road vehicle or three- or four-wheeler is locked when its keys have been removed from the vehicle and its steering lock is locked or the vehicle’s electronic immobiliser is in use or, in the absence of these, the vehicle is locked using a chock latch, chain chackle or cable head intended for the prevention of unauthorised use of the vehicle._

**4.9.3 Restrictions**

_If any of the acts referred to above were committed using a key, indemnity will be paid from the insurance only if the person who committed the act obtained the keys to the object of insurance or its shelter through theft in connection with a break-in or in connection with robbery._

_A burglary refers to a person entering a locked space by using force and breaking locks or structures, leaving signs of this having taken place._

**4.9.4 Notification to Pohjola**

_The insured is obliged to notify Pohjola immediately if the perpetrator of the act has been established or if stolen property has been recovered._

**4.10 General restrictions on property insurance**

_Deer and elk accident cover, vandalism cover, collision cover, windscreen cover, fire cover, theft cover and consequential loss cover (sections 4.2–4.6, 4.9 and 6) do not indemnify for loss or damage caused by:_

- 1 damage to some part of or a device in the motor vehicle caused by a structural, manufacturing or material fault in the part or device, or by wear and tear, deficient maintenance or unskilled or careless handling of the part or device;
- 2 damage to the engine and its optional extras, gears, power transmission or cooling system caused by deficient circulation of oil or coolant, or damage caused to the engine or fuel system by a wrong type of fuel or by contamination or breakage of the fuel system or some other fluid system (e.g. the hydraulics);
- 3 damage caused by water, if the motor vehicle is driven on a road or area covered by water;
- 4 loss or damage caused by a motor vehicle, other than a snowmobile or quad bikes, having sunk through the ice on a winter road other than one in public use that meets the safety requirements of the road authorities;
- 5 damage caused by a person or animal inside the motor vehicle or by an object inside the vehicle, such as a cigarette, unless the damage was a direct consequence of events referred to in sections 4.2–4.6 and 4.9 above;
- 6 damage caused by the load of the motor vehicle, unless the damage was a direct consequence of events mentioned in sections 4.2–4.6 and 4.9 above;_
7 damage to the paint finish of the motor vehicle caused by paint, smoke or dust emission.
8 loss or damage due to participation in a competition, in training for a competition or in driving practice, or loss or damage occurring when otherwise driving on a track for motor vehicles or in an area or section of a road closed to public traffic. [However, compensation is paid if the insured participates in driving practice in a course for driving in the dark or in winter conditions under the guidance of a driving instructor, or in driving practice provided and supervised by an instructor who has completed a defensive driving course (EAK), organised by Liikenneturva, by an instructor of a driving school or Suomen moottoripyöräkoulutaja ry (Finnish Motorcycle Instructors’ Association)]
9 loss or damage due to the motor vehicle having been abandoned (see section 3.4).
10 damage caused by the weight of ice or snow, rain or by rusting, corrosion or gradually increasing moisture
11 loss or damage caused by excessive strain or overload of the motor vehicle or any of its parts
12 loss or damage due to a nuclear accident, war, rebellion, or any other such reason, or to the motor vehicle having been requisitioned by the authorities.

The motor vehicle insurance does not cover loss or damage indemnified on the basis of a guarantee, a product defect or product liability.

4.11 Assessment and indemnification regulations for property losses

4.11.1 Grounds for indemnity

The insurance provides indemnity for a property loss caused directly by an insurance event. A property loss refers to a piece of property being damaged, destroyed or lost.

In addition to a direct property loss the insurance covers the costs arising from lifting a damaged vehicle back onto the road and towing it to the nearest appropriate garage, provided that the vehicle cannot be driven there powered by its own engine.

The insurance also covers reasonable costs arising from the prevention or limitation of loss or damage, or immediate threat of loss or damage (see section 9.6).

4.11.2 Restrictions

The insurance does not indemnify for:
- the reduction in value of a repaired vehicle caused by the insurance event;
- alteration or improvement work carried out in connection with the repairs;
- a wash or some other procedure which is unrelated to the loss;
- overtime increases;
- wear and tear due to the use of the object of insurance.

In Standard Motor Insurance the maximum indemnity is EUR 15,000.

4.11.2 Payment of indemnity

Pohjola fulfils its obligation to indemnify in accordance with the amount of loss and the possibility of repair either by:
- paying reasonable repair costs as set out in receipts or by paying their estimated value;
- paying a lump-sum compensation in cash to meet reasonable repair costs if the property is not repaired even if it would be possible. The maximum lump-sum compensation payable is the current value of the property immediately before the loss event less the residual value of the damaged property;
- paying the difference between the current value of the object of insurance before the accident and its value unrepaired;
- redeeming the object of insurance for its current value before the loss;
- redeeming the object of insurance for its replacement value in the cases referred to in sections 4.11.3.4.2 – 4.11.3.4.4;
- redeeming the object of insurance for the current value increased by 30% in the case of section 4.11.3.4.3 applying; or
- procuring in replacement a similar vehicle or part of it.

Redemption of the indemnifiable motor vehicle or part of it by the insurance company transfers ownership of either to Pohjola.

Ownership of the redeemed vehicle must be transferred to the insurance company in writing. Indemnity is paid in the form of redemption provided that the registry documents and the keys of the motor vehicle as well as the keys to all devices designed to prevent unauthorised use of the vehicle are handed over to the insurance company.

An indemnity paid in the form of redemption is reduced by that part of the lowered or refunded motor vehicle tax which would have been collected had the vehicle been sold on the day the indemnity event occurred.

Pohjola undertakes to pay that part of the motor vehicle tax which may be collected later and which has been deducted from the indemnity.

An indemnity paid in the form of redemption at replacement value is reduced by the full amount of the refunded or lowered motor vehicle tax.

If the person entitled to compensation does not want the damaged property to be replaced by equivalent property, even if this would be possible, the monetary compensation is calculated on the basis of the price at which Pohjola would be able to acquire the replacement property. From this price, reductions are made based on the age of the property.

Pohjola has the right to decide which repair shop or source of supply to use, and for this purpose the insured person must contact Pohjola. Pohjola is not responsible for the quality of the acquired product. The responsibility lies with the service provider or supplier in question.

4.11.3 Assessment of indemnity

4.11.3.1 Current value

The current value of the object of insurance or part of it constitutes the maximum limit of Pohjola’s liability in the case of direct property loss.

The current value is considered to be the cash price which is generally obtainable on the market at the time of the loss for a motor vehicle or part of it when sold in the appropriate manner.

When determining the current value of the motor vehicle, the insurance company takes into account the current market price of the vehicle and its make, the condition of the individual vehicle, its accessories, the year when first used, the year of manufacture, the manner of use, the kilometres driven and other factors affecting the price.

When determining the current value of the vehicle’s optional extras, Pohjola must be provided with a receipt or other proof from the dealer indicating the make and model, and time and price of acquisition.

If the claimant fails, without good reason, to provide the insurance company with the documents necessary for determining the current value, that value is assessed as deemed reasonable.

4.11.3.2 Amount of damage

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

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

4.11.3.3 Repairs

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

Pohjola is not obliged to use new parts to replace damaged parts that can be repaired to meet their intended purpose.

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

4.11.3.4 Redemption

4.11.3.4.1 Redemption at current value

If the amount of damage is assessed at over 70% of the current value of the object of insurance prior to the loss event, Pohjola is entitled to redeem the object at that value. (See section 4.11.2 and 4.11.3.1).

4.11.3.4.2 Redemption at replacement value

The amount of loss or damage in Maxi Motor Insurance for camper vans and caravans is, however, the cash sales price of a new equivalent motor vehicle at the time of the loss or when the vehicle was last for sale if:
- the motor vehicle has been in the ownership or possession of the policyholder alone, apart from the six-month maximum ownership or possession period of one car dealer, and has been covered by comprehensive motor vehicle insurance from the time it was first registered or should have been registered;
- a maximum of one year has passed since the first registration date of the vehicle;
- the vehicle has been driven a maximum of 25,000 kilometres; and
- the amount of repair costs estimated by Pohjola exceeds 50 % of the cash sales price of a new identical vehicle.

The replacement value condition does not apply to camper vans brought to Finland as
removal goods with restrictions on sale and usage.

4.11.3.4.3 Super Salvage

Super Salvage can be added to Super Motor Insurance as supplementary insurance.

A Redemption at replacement value

The amount of loss or damage is, however, the cash sales price of a new equivalent motor vehicle at the time of the loss or when the vehicle was last for sale if

– the motor vehicle has been in the ownership or possession of the policyholder alone, apart from the six-month maximum ownership or possession period of one car dealer, and has been covered by comprehensive motor vehicle insurance, or a new identical motorcycle at the time of loss or when the vehicle was last for sale. A car that has been bought second-hand is only indemnified at its current value at the time of acquisition.

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

B Redemption at current value plus 30 %

If the conditions above are not fulfilled, the vehicle is redeemed immediately at its current value prior to the loss event plus 30 %, if the amount of damage is assessed at over 60 % of the current value of the vehicle.

The maximum amount of indemnity is, however, the cash sales price of an equivalent new motor vehicle, at the time of the loss or when it was first registered or should have been registered;

– a maximum of three years have passed since the first registration date of the vehicle;

– the vehicle has been driven a maximum of 60,000 kilometres; and

– the amount of repair costs estimated by Pohjola exceeds 50 % of the cash sales price of an identical new vehicle.

4.11.3.4.4 Replacement Value Cover for motorcycles

Maxi Motor Insurance for a motorcycle of over 125 cc can also be supplemented with Replacement Value Cover. The amount of loss in such a case is the cash sales price of a new identical motorcycle at the time of loss or when the motorcycle in question was last for sale, if

– the motorcycle has been in the ownership or possession of the policyholder alone, apart from up to six months in the ownership or possession of a single vehicle dealer, and has been covered by comprehensive motor vehicle insurance from the time when it was first registered or should have been registered and

– a maximum of three years has elapsed from the motorcycle’s first registration and

– the amount of repair costs estimated by Pohjola exceeds 50 % of the cash sales price of a new identical motorcycle.

If a motorcycle is to be redeemed at its full value, the amount of changed parts may not exceed 25 %.

4.11.3.5 Value added tax

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

The indemnity paid in the form of redemption is reduced by an amount corresponding to the value added tax in cases where the insured would be liable to pay tax on the sales price of the vehicle if the vehicle had been sold on the day the insurance event occurred or if the party suffering loss has the right to refund in accordance with the value added tax legislation.

4.11.4 Deductibles

4.11.4.1 General

In losses coverable under property insurance, if the indemnity was entered on the insurance policy for any one loss event.

4.11.4.2 Simultaneous vandalism and theft

If an object of insurance is both vandalized and stolen, only one deductible of the highest amount in accordance with these terms and conditions is subtracted from the indemnity.

4.11.4.3 Deviating deductibles

The deductible in material damage occurring outside the Nordic countries within the territorial scope of the insurance is double the amount stated in insurance policy.

If the theft loss occurred in Estonia, Latvia, Lithuania or Poland, the deductible for passenger cars or motorcycles in private use is 20 % of the loss or at least EUR 600.

If a quad bike is stolen while not properly locked up in a shed, the deductible is triple what is shown for theft losses in the policy. The shelter must be a locked or covered space or a place to which there is no access without keys except by breaking an entry.

4.11.4.4 Super Salvage and Replacement Value Cover deductible

Super Salvage and Replacement Value Cover for motorcycles do not have a specific deductible of their own – the deductible related to the cover under which compensation is made is applied.

4.11.4.5 Subtraction order of deductibles

The deductibles and reductions are subtracted from the amount of the loss in consecutive calculations in the following order:

– value added tax
– motor vehicle tax
– basic deductible
– any reduction in indemnity
– percentage deductible.

4.11.5 Pohjola’s liability to pay compensation

Pohjola must be provided with the opportunity to inspect the loss.

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

Before the claims settlement, Pohjola is not liable for expenses arising from the loss.

Pohjola is not responsible for ordering repair work to be carried out.

5 EMERGENCY ROAD SERVICE COVER

5.1 Coverable losses

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

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

5.2 Object of insurance

The object of the emergency road service cover is the vehicle mentioned in the insurance policy and an accompanying trailer during the trip.

5.3 Those insured

Those insured under this policy are the driver of the vehicle and the passengers in the vehicle. The emergency recipients of the indemnity as regards travel and any other extra costs are the owner and the keeper of the vehicle, if they were travelling in the car. Otherwise, the driver of the vehicle is entitled to the indemnity.

5.4 Restrictions

The insurance does not indemnify for loss or damage caused by

– running out of fuel;
– lacking a usable spare tyre, the tools necessary for changing a tyre or lack of equipment correspondin to spare tyre (this restriction does not apply to motorcycles);
– deficient maintenance of the motor vehicle or any of its parts or too heavy strain;
– failure to start or move the motor vehicle because of frost, rain or other weather conditions;
– the motor vehicle having sunk through the ice on a winter road other than one in public use and meeting the safety requirements of the road authorities;
– losing keys or locking them in the vehicle;
– participation in a competition, in training for a competition or in driving practice, or loss or damage occurring when otherwise driving on a track for motor vehicles or in an area or section of a road closed to public traffic (see section 4.10, paragraph 8).

Indemnity can be reduced or disabled if the loss or damage was caused by the insured, or a person identifiable with the insured in section 9.8, through failure to observe the safety regulations in sections 3.1 – 3.4 and 3.7, or the insured or person identifiable with the insured has caused the loss or damage in circumstances defined in section 9.7.

The amount of the costs to be indemnified must be proved with an adequate receipt. When submitting a claim for indemnity on account of damage to or a fault in a motor vehicle, the insured must, if necessary, present proof from a garage. Pohjola must also be provided with any other documents it may require.

5.5 Indemnification regulations

5.5.1 Vehicle towing costs

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

5.5.2 Travel and other extra costs in Finland

The insurance indemnifies for the transportation of a motor vehicle and for transportation of its driver to his/her domicile, point of departure or destination as well as for the transportation of passengers to their point of departure or destination in the event that
– repairs to make roadworthy a motor vehicle that has developed a fault or been damaged on a trip in Finland take so long that the trip has to be continued by some other means of transport;
– the motor vehicle has been stolen and has been missing for so long that the trip has to be continued by some other means of transport;
– the motor vehicle has been damaged beyond repair.

5.5.2.1 Maximum indemnity

Transportation and travel costs to points of departure or destination are indemnified up to a maximum not exceeding the cost of the trip home.

Travel and other extra costs are generally indemnified to a maximum sum of EUR 200.

However, the emergency road service cover included in Super Motor Insurance indemnifies for travel and other extra costs up to EUR 500.

5.5.3 Travel and other extra costs abroad

The insurance indemnifies for the transportation of a motor vehicle and for transportation of its driver to his/her domicile, point of departure or destination as well as for the transportation of passengers to their point of departure or destination in the event that
– the motor vehicle has been repaired, but repairs to make it roadworthy take more than three (3) working days and the trip therefore has to be continued using some other means of transport;
– a damaged and unroadworthy motor vehicle is not repaired until it is back in Finland;
– the motor vehicle has been stolen and the trip has to be continued by some other means of transport;
– the motor vehicle has been damaged beyond repair.

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

If repairs to make a motor vehicle roadworthy take a maximum of three working days, the insurance indemnifies for any extra overnight costs.

5.5.3.1 Maximum indemnity

The insurance indemnifies for the costs of travel and transportation using the cheapest means of transport within the territorial scope of validity of the insurance, however, not exceeding the cost of the trip home.

5.5.4 Travel or transportation arrangements abroad

If the loss or damage has occurred somewhere other than in the Nordic countries, the trip or the transportation is generally arranged through the company SOS-International A/S.

5.5.4.1 Indirect loss or damage

When Pohjola or SOS-International A/S on request gives assistance in a loss event, it is not responsible or liable for loss or damage which
– is a consequence of the assistance measures;
– was, during transportation, sustained by the motor vehicle, or by the luggage or other property of the driver or passenger unless the damage was caused by a driver arranged by the insurance company or SOS-International A/S; or
– is a consequence of a delay in the transportation.

5.5.5 Super Motor Insurance indemnity for car hire costs abroad

5.5.5.1 Territorial scope

Super Motor Insurance indemnifies car hire costs in EEC countries outside Finland.

5.5.5.2 Object of insurance

The object of insurance is a passenger car entered in the insurance policy and insured under Super Motor Insurance.

5.5.5.3 Purpose of insurance

The purpose of the insurance is to cover car hire costs instead of the driver’s and passengers’ travel expenses (see section 5.5.3).

The costs covered as hire costs include the costs of renting a corresponding, available passenger car with standard accessories and no bigger in size than what is recorded in the insurance policy.

If a hired motor vehicle suffers damage in an insurance event and the insured’s deductible is bigger than the deductible in the corresponding cover for the motor vehicle insured by Pohjola, Pohjola’s insurance will cover the difference.

The policyholder must make a separate agreement with SOS International A/S before hiring a motor vehicle. The hired vehicle must be returned to the renter in accordance with the instructions of SOS International A/S.

If the motor vehicle recorded in the insurance policy is repaired abroad, the trip must be planned in such a way that the vehicle can be collected after it has been repaired.

5.5.5.4 Restrictions

The insurance does not cover fuel, additional payment to eliminate the deductible or any other voluntary payments related to the hire.

5.5.5.5 Maximum indemnity

Indemnity will be paid for seven days at most, but not in excess of EUR 1,200.

5.6 Deductible

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

6 CONSEQUENTIAL LOSS COVER

6.1 Coverable losses

Consequential loss cover indemnifies for non-use days of the insured motor vehicle following collision damage (section 4.4) and deer, vandalism, fire or theft losses (sections 4.2, 4.3, 4.6 and 4.9), in so far as no corresponding daily indemnity has been paid for the same period from third party motor liability or other liability insurance. (See section 6.6).

6.2 Those insured

The insurance is valid for the benefit of the policyholder.

6.3 Non-use days

Consequential loss cover indemnifies for days when the motor vehicle has been non-roadworthy or at a garage for repairs, or days on which it has not been available for use due to unauthorised use in connection with theft or in the case of theft of use of a vehicle until
– the stolen vehicle is returned to the policyholder;
– the motor vehicle is ready for delivery at the garage;
– the insured is indemnified for the current value of the vehicle; or
– the insured has obtained another motor vehicle acquired by Pohjola or him/herself.

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

6.4 Restrictions

Non-use days do not, however, include
– additional days of non-use caused by negligence or other actions on the part of the insured or the garage;
– additional time caused by a national labour dispute; or
– because some temporary repair measure was not taken through which the vehicle could have been made roadworthy before the actual repair work was begun.

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

6.5 Period of indemnification

Indemnity is paid for a maximum of 30 days for a motor vehicle undergoing repairs.

In the event of the insurance company redeeming the vehicle, indemnity is paid for a maximum of 14 days.

If the motor vehicle has been stolen and is not found, indemnity is paid for a maximum of 30 days.

If the motor vehicle has been stolen and is found damaged in such a way that the vehicle can be repaired or redeemed, indemnity is paid for the period the vehicle was stolen and for the period of repair or redemption, up to a total of 30 days.

Indemnity for the waiting period prior to repair of a motor vehicle damaged to the extent that it is unroadworthy is paid for a maximum of seven days. In the case of delays in obtaining spare parts, indemnity is paid only for spare parts essential for getting the vehicle roadworthy, and for a maximum of seven days.

If the waiting period prior to repair of a damaged and unroadworthy motor vehicle and the delay in getting spare parts coincide, the total number of non-use days is a maximum of seven days.

6.5.1 Maximum indemnity period

Under consequential loss cover, the maximum number of coverable non-use days is 30.
6.6 Coordination of indemnities

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

In the event that the insured is entitled to indemnity for car hire costs for the same period under motor liability insurance or liability insurance, the indemnity shall apply only to that portion of the rental costs which would remain to be paid by the insured him/herself. The maximum payable per day shall not, however, exceed the agreed daily indemnity.

Fuel, additional payment to eliminate the deductible or other voluntary payments related to the hire are not, however, indemnified.

The insured’s right to compensation from a liable party for days of non-use transfers to Pohjola up to the amount of indemnity paid.

6.7 Qualifying period

In each insurance event the insured has a qualifying period, which is entered in the insurance policy.

7 LEGAL EXPENSES INSURANCE

7.1 Purpose of insurance

The purpose of this insurance is to indemnify for any necessary and reasonable legal expenses incurred by the insured as a result of resorting to legal counsel in a disputed civil case or a criminal case or on non-contentious civil case concerning the ownership, driving and possession of a motor vehicle entered in the insurance policy in insurance events referred to in section 7.4.

7.2 Those insured

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

7.3 Courts of law and territorial scope of validity of insurance

The insured may use the insurance in matters which in Finland can be brought before a district court or before corresponding foreign courts in countries referred to in section 2.

The insurance does not, therefore, indemnify for expenses in cases which are handled by the administrative authorities or in special courts, e.g. a State Provincial Office, an administrative court, the Insurance Court, or the Supreme Administrative Court. Nor does the insurance cover expenses in cases which are handled by the public authorities or in special courts, for expenses in cases which are handled by the public authorities or in special courts.

7.4 Coverable insurance events

7.4.1 Definition of insurance event

A coverable insurance event refers,

- when the insured is the complainant to the claimant’s summary penal order or a claim under private law directed at the insured; or

- when the insured is the complainant to the claimant’s claim under private law based on a crime.

It is a single insurance event when:

- two or more people covered by this insurance are on the same side in a disputed civil case, criminal case or non-contentious civil case; or

- the insured has general disputed civil cases, criminal cases or non-contentious civil cases based on the same event; or

- the insured has a conflict of interest.

7.4.2 Time of insurance event

The insurance indemnifies for insurance events occurring during the validity of the insurance. An insurance event has occurred during the validity of the insurance when the dispute, claim or charge is based on an event, circumstance, legal act or legal offence which has arisen during the validity of the insurance.

7.5 Restrictions related to insurance events

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

1. where the claim has not been demonstrably disputed;

2. where the claim concerns a matter other than ownership, possession or driving of a vehicle related to the insured’s profession, self-employment, business or gainful employment;

3. where the insured has an operating permit needed to operate passenger or goods traffic subject to a permit or unauthorized operating of traffic;

4. of minor importance to the insured;

5. where the insured persons covered by this insurance are opposing parties (the insurance covers, however, the policyholder’s expenses and the defence expenses of the driver of the vehicle in a charge raised due to the use of a motor vehicle in traffic);

6. where the public prosecutor’s charge against the insured pertains to drunken-driving, gross drunken-driving, hit-and-run, or surrendering a vehicle to a drunken person;

7. where the public prosecutor’s charge against the insured concerns gross endangerment of traffic safety or endangerment of traffic safety based on speeding or traffic violation;

8. where the public prosecutor’s charge against the insured concerns a willful act or gross negligence;

9. where the insured is the defendant or the insurer is the insured.

7.6 Indemnification

7.6.1 Notification in writing

If the insured wishes to use the insurance, he/she shall inform the insurance company thereof in advance and in writing. Pohjola will then send the insured a written claim settlement decision.

7.6.2 Legal counsel as representative

The insured shall use a solicitor or other legal counsel as his/her representative. If the insured does not use any representative at all or uses a representative who is not a Finnish Master of Laws or who does not have equivalent foreign qualifications, no indemnity will be paid.

7.6.3 Demanding legal expenses

The insured shall, during court proceedings or settlement negotiations, require the opposing party to reimburse the insured’s legal expenses. If the insured has presented to the opposing party a legal expenses demand and the demand has partly or fully been rejected by a court order, an appeal is to be lodged against the decision in response to Pohjola’s demand.

If the insured does not demand his/her legal expenses from the opposing party or if he/she abandons the demand or any part of it without Pohjola’s consent or refuses to appeal against the court order on legal expenses, the indemnity which would otherwise be paid out of the insurance may be reduced or denied under the Insurance Contracts Act.

7.6.4 Prohibition of admission of legal expenses

The insured has no right to approve, in a manner that would be binding on the company, the amount of expenses arising from handling his/her case.

Any payment by the insured to his/her representative for legal fees and expenses is not binding on Pohjola in its evaluation of necessary and reasonable litigation costs.

7.7 Indemnification regulations

7.7.1 Sum insured

In each insurance event, the upper limit of Pohjola’s liability is EUR 8,500.

7.7.2 Deductible

The deductible recorded in the policy is subtracted from the coverable expenses.

7.7.3 Coverable expenses

The insurance covers necessary and reasonable legal expenses as follows
1 Disputed or non-contentious civil cases

Expenses incurred by the insured for use of legal counsel and presentation of evidence.

If bringing the case before a court requires a legal act or a decision taken by a given body or in connection with any specific proceedings, the costs and any amount exceeding the sum that he/she has paid his/her deductible from the expenses compensation collected from the opposing party. The insurance does not cover

1 expenses arising from the preliminary investigation of a case or from the investigation or handling of such a disputed case as a result of which the insured justifiably waives his/her claims.

2 legal expenses of the opposing party which the insured has been ordered, or has agreed, to pay.

The legal expenses of the opposing party which the insured has been ordered to pay are, however, indemnified on the same terms as the insured's own legal expenses

- if the insured has been assisted in the litigation by the Consumer Ombudsman or his/her representative and the handling of the insured's case was significant to the application of the law or in the interest of consumers;
- if the party opposing the insured has largely failed to observe the decision of the Consumer Complaint Board, the Insurance Board or an equivalent body, which in the issues of the dispute was favourable to the insured.

3 expenses arising from the enforcement of a ruling or decision

4 the insured's wasted time, own work, loss of income or earnings, travel or accommodation costs, or any additional costs arising from a change of legal counsel or from any conduct on the part of the insured which has increased costs or caused unnecessary costs

5 the costs of acquiring expert legal opinion

6 costs arising from reporting a criminal offence or making a request for investigation, or from pretrial investigation of a criminal case

7 costs arising from matters and evidence which the court of law will not take into account as they have been presented too late

8 costs caused by the insured or his/her legal counsel not being present in court, by disregarding the orders of the court, or by entering a plea which they knew or should have known to be unfounded, or costs which they themselves have caused by prolonging the litigation wilfully or through negligence

9 costs for litigation which the insured or his/her legal counsel initiated without the opposing party giving any cause, or if they have in some other way caused unnecessary litigation wilfully or through negligence.

10 fees and costs of arbitrators and conciliators.

7.7.6 Other regulations concerning indemnity

7.7.6.1 Payment date of indemnity

Pohjola indemnifies for the insured’s legal expenses after a legal ruling has been issued or a settlement reached.

Final compensation is paid after the insured has, in response to Pohjola’s demand, proved that he/she has paid his/her deductible from the costs and any amount exceeding the sum insured into the same bank account of the legal counsel into which any indemnity from the insurance is to be paid.

7.7.6.2 Value added tax deduction

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

7.7.5 Expenses not covered by the insurance

The insurance does not cover

1 expenses arising from the preliminary investigation of a case or from the investigation or handling of such a disputed case as a result of which the insured justifiably waives his/her claims.

2 legal expenses of the opposing party which the insured has been ordered, or has agreed, to pay.

The legal expenses of the opposing party which the insured has been ordered to pay are, however, indemnified on the same terms as the insured's own legal expenses

- if the insured has been assisted in the litigation by the Consumer Ombudsman or his/her representative and the handling of the insured's case was significant to the application of the law or in the interest of consumers;
- if the party opposing the insured has largely failed to observe the decision of the Consumer Complaint Board, the Insurance Board or an equivalent body, which in the issues of the dispute was favourable to the insured.

3 expenses arising from the enforcement of a ruling or decision

4 the insured's wasted time, own work, loss of income or earnings, travel or accommodation costs, or any additional costs arising from a change of legal counsel or from any conduct on the part of the insured which has increased costs or caused unnecessary costs

5 the costs of acquiring expert legal opinion

6 costs arising from reporting a criminal offence or making a request for investigation, or from pretrial investigation of a criminal case

7 costs arising from matters and evidence which the court of law will not take into account as they have been presented too late

8 costs caused by the insured or his/her legal counsel not being present in court, by disregarding the orders of the court, or by entering a plea which they knew or should have known to be unfounded, or costs which they themselves have caused by prolonging the litigation wilfully or through negligence

9 costs for litigation which the insured or his/her legal counsel initiated without the opposing party giving any cause, or if they have in some other way caused unnecessary litigation wilfully or through negligence.

10 fees and costs of arbitrators and conciliators.

7.7.6 Other regulations concerning indemnity

7.7.6.1 Payment date of indemnity

Pohjola indemnifies for the insured’s legal expenses after a legal ruling has been issued or a settlement reached.

Final compensation is paid after the insured has, in response to Pohjola’s demand, proved that he/she has paid his/her deductible from the costs and any amount exceeding the sum insured into the same bank account of the legal counsel into which any indemnity from the insurance is to be paid.

7.7.6.2 Value added tax deduction

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

7.7.6.3 Reduction in liability to pay indemnity: refunds of expenses compensation

Pohjola’s liability to pay indemnity will be reduced by any expenses compensation which the party opposing the insured has been ordered by the court or has undertaken to pay to the insured, provided that it has been possible to collect this sum from the party liable for payment.

If the expenses compensation the opposing party has been ordered or has agreed to pay has been paid to the insured or it has otherwise been taken into consideration in the insured’s favour, the insured must return the expenses compensation cum interest to Pohjola up to the amount of compensation paid out of the insurance.

7.7.6.4 Transfer of receivables to Pohjola

If the opposing party, or the State in a case carried out as a class action, has been ordered by the court or has undertaken to pay expenses compensation to the insured and this remains unpaid at the time the indemnity is paid, the insured is obliged to transfer his/her right to the said compensation to Pohjola, up to the sum indemnified.

If the insured has had to pay a portion of the costs him/herself because they exceeded the maximum indemnity in section 7.7.1, the insured is obliged to transfer to Pohjola that part of the expenses compensation collected from the opposing party which is in excess of the part paid by the insured him/herself.

8 REGULATIONS CONCERNING PREMIUM

8.1 No-claims bonus

The reduction given on the basis of no-claims periods on a premium for collision cover under comprehensive motor vehicle insurance granted with bonus rights is 10 % a year up to 70 %.

Apolicy period carrying the entitlement to a bonus refers to an insurance period of at least 120 days, during which the motor vehicle was on the road and during which the insurer has not, under the insurance, paid any indemnity affecting the bonus. However, in the case of insurance periods that have ended before 31 December 2010, a period of 180 days is applied. During a period of one year, the insurance can, however, transfer to a higher bonus class no more than once.

The bonus is reduced for each insurance event indemnified under collision cover by 20 %, but in the 10 % bonus class only by 10 %. If the bonus with Pohjola was 70 % for five consecutive no-claims policy periods immediately preceding loss or damage, the first insurance event indemnified under collision cover will only reduce it by 10 %.

The bonus is not affected by any loss or damage if the said external and unforeseen reason causing damage to the object of insurance, as referred to in section 4.4.1, is storm or hailstorm.

'Storm’ refers to wind with a velocity of at least 20 metres per second.
8.2 Off-road registration

The policyholder is entitled to a refund of Super and Standard Motor Insurance premiums for cars, vans and lorries, and of Maxi Motor Insurance for other vehicles in respect of collision cover, deer and elk accident cover, emergency road service cover and consequential loss cover during the vehicle’s off-road registration period.

The off-road registration period is considered to be the period entered in the vehicle register of The Road Traffic Sector of the Transport Safety Agency (Trafi).

If the vehicle’s motor liability insurance is not taken out with Pohjola, Pohjola must be informed of the off-road period in advance.

During the off-road period, if any of the following are included in the motor vehicle insurance, they will continue to be valid: fire, theft, vandalism, legal expenses, windscreens and Super Salvage cover. Otherwise the insurance is not valid.

9 COMPREHENSIVE MOTOR VEHICLE INSURANCE, GENERAL TERMS OF CONTRACT

These General Terms of Contract contain the relevant provisions of the Insurance Contracts Act (543/94). The symbol § in brackets refers to the relevant sections of the Insurance Contracts Act in which the said matters are dealt with. This insurance contract is also subject to certain provisions of the Insurance Contracts Act not entered in these General Terms of Contract.

9.1 Key concepts

The essential content of an insurance contract (§6) is defined in the insurance policy and the insurance terms and conditions.

Policyholder (§2) is the party who has concluded an insurance contract with Pohjola.

Insured (§2) is the party for whose benefit a non-life insurance is valid.

Insurance period (§16) is the agreed period recorded in the insurance policy during which the insurance is valid. The insurance contract continues for one agreed insurance period at a time, unless either contracting party gives notice of termination.

Insurance event is an event for which compensation is paid under the insurance.

Safety regulation (§31) is the obligation to observe given regulations recorded in the insurance policy or insurance terms and conditions, or otherwise in written form, aimed at preventing or restricting the occurrence of a loss, or a regulation to the effect that the person using or looking after the object of insurance has the required qualification.

Pohjola refers to Pohjola Insurance Ltd.

9.2 Disclosure of information prior to concluding an insurance contract

9.2.1 Pohjola's obligation to disclose information (§§5 and 9)

Prior to concluding the insurance contract, Pohjola will provide the insurance applicant with the essential information on such matters as Pohjola’s own types of insurance, premiums and insurance terms and conditions, so that the applicant can evaluate his/her insurance needs and choose the most suitable insurance cover. Pohjola will also bring the most relevant insurance exclusions to the applicant’s attention.

In distance selling of insurance products, the insurance company will also provide consumers with the advance information referred to in chapter 6 a of the Consumer Protection Act. Distance selling refers to selling insurance policies for example over the telephone or on the internet.

If Pohjola or its representative has failed to provide the policyholder with the necessary information when marketing the insurance or has provided him/her with incorrect or misleading information, the insurance contract will be considered valid in the form that the policyholder has had reason to understand it in the light of the information he/she received.

9.2.2 Obligation of the policyholder and insured to disclose information (§§22)

Prior to the insurance being granted, the policyholder and the insured must provide full and correct answers to all questions presented by Pohjola which may be relevant to the assessment of Pohjola’s liability. During the insurance period, the policyholder and the insured must also correct without undue delay any information provided to Pohjola by them which they have found to be incorrect or insufficient.

9.2.3 Failure to disclose information (§§23 and 34)

If the policyholder or insured person has acted fraudulently with regard to the above-mentioned obligation, the insurance contract is not binding on Pohjola. Pohjola has the right to withhold all premiums paid, even if the insurance is annulled.

If the policyholder or the insured has wilfully or through negligence which cannot be deemed minor failed in his/her obligation to disclose information, the compensation payable under the insurance can be reduced or disallowed.

The effect of the incorrect or insufficient information provided by the policyholder or the insured on the occurrence of the loss or damage is taken into account in considering whether the compensation is to be reduced or disallowed. In addition, the policyholder’s and the insured’s intent or the type of negligence and other circumstances will be taken into account.

If, due to incorrect or insufficient information provided by the policyholder or the insured, the agreed premium is smaller than it would have been had Pohjola been given the correct and full information, the ratio of the agreed premium to the premium that would have been charged had the information provided been correct and full, is taken into account. If, however, the information provided only differs slightly from the correct and full information, Pohjola is not entitled to reduce the compensation.

9.3 Commencement of Pohjola’s liability and validity of the insurance contract

9.3.1 Commencement of Pohjola’s liability (§11)

If Pohjola has not agreed on any other date individually with the policyholder, Pohjola’s liability will commence from the time when the insurance company or the policyholder has submitted or sent an affirmative reply to the offer/bid of the other contracting party.

If there are special reasons, for instance, the policyholder’s earlier default on payment of the premium, Pohjola’s liability commences only when the premium for the insurance period has been paid.

If the policyholder has submitted or sent a written insurance application to Pohjola and if it is clear that Pohjola would have approved the application, Pohjola also assumes liability for an insurance event which occurs after the application was submitted or sent.

An insurance application or an affirmative reply which the policyholder has submitted or sent to Pohjola’s representative is considered to have been submitted or sent to Pohjola.

If there is no indication of the time of day when the reply or application was submitted or sent, it is considered to have taken place at 12.00 midnight.

9.3.2 Validity of insurance contract (§16)

An insurance contract is either continuous or for a fixed period.

After the first insurance period, a continuous insurance contract is valid for one agreed insurance period at a time, unless the policyholder or Pohjola terminates the contract. The insurance contract may also terminate for other reasons referred to in clauses 9.4.2 and 9.14 below.

A fixed-period insurance contract is valid for the agreed insurance period unless it is terminated on grounds specified in clauses 9.4.2 and 9.14.

9.4 Insurance premium

9.4.1 Premium payment (§38)

The insurance premium must be paid within one month of the date on which the bill for the premium was sent by Pohjola to the policyholder.

However, the initial premium need not be paid before the commencement of Pohjola’s liability, nor the subsequent premiums before the beginning of the agreed premium period or the insurance period as described in clause 9.3.1, in which payment of the premium is a precondition for the commencement of Pohjola’s liability.

If part of Pohjola’s liability commences at a later date, the related premium need not be paid before said liability commences.

The premiums of the individual insurance policies included in the same insurance contract are combined into a single payment to be invoiced in one or several instalments in accordance with the contract. If a premium resulting from an alteration to the insurance contract has not been combined with the instalments agreed previously, this premium will be invoiced separately. The insurance premium paid for this insurance contract is divided amongst all individual policies in proportion to the ratio of the premium paid to the invoiced amount, so that all continuous insurance policies are valid until the same date.

If the payment made by the policyholder is not sufficient to cover all Pohjola’s insurance premium receivables, the policyholder has the right to decide for which of the outstanding premiums he/she wishes to use the money. The
payment is, however, used for the insurance contract to which the bill refers and to pay for the oldest outstanding amount under this insurance contract, unless the policyholder has specified otherwise in writing.

9.4.2 Delay in payment of premium (§39)
If the policyholder has neglected to pay the premium by the due date referred to in clause 9.4.1, Pohjola has the right to terminate the insurance 14 days after sending a notice of termination.

However, if the policyholder pays the outstanding premium in full before the end of the notice period, the insurance will not cease to be effective at the end of the notice period. Pohjola will state this option in its notice of termination.

If the delay in payment is caused by the policyholder’s financial difficulties resulting from illness, unemployment or other special reason primarily beyond the policyholder’s control, then despite the notice given, the insurance will not expire until 14 days after the obstacle in question has ceased to exist. The insurance will, however, expire three months from the end of the notice period, at the latest. In the notice of termination, this option to continue the insurance for a fixed period will be mentioned. The policyholder must notify Pohjola in writing, and at the latest during the notice period, about the financial difficulties referred to here.

If the premium is not paid by the due date referred to in clause 9.4.1 above, penalty interest shall be paid for the period of delay in accordance with the Interest Act.

Pohjola is entitled to compensation for costs arising from the collection of insurance premiums under the Act on the Collection of Debts. If Pohjola has to collect an unpaid insurance premium through legal proceedings, it is also entitled to be recompensed for the statutory fees and expenses arising from the legal process. Pohjola may transfer outstanding amounts for collection by a third party.

9.4.3 Payment of a delayed insurance premium (§42)
If the policyholder pays an insurance premium in full after the insurance has expired, Pohjola’s liability commences on the day following such payment. In such a case, the insurance is valid from the date of its reinstatement until the end of the insurance period originally agreed.

However, if Pohjola does not wish to see the validity of the expired insurance renewed, the insurance company will, within 14 days of payment of the premium, notify the policyholder that it will not accept the payment.

9.4.4 Minimum insurance premium
The premium for any insurance period, including tax, is at least the minimum amount separately confirmed for each insurance line.

The insurance period refers to a period of one year at the most for which the insurance contract is valid at a time.

Premiums are not returned separately, if the premium to be returned is less than the amount in euros mentioned in the Insurance Contracts Act.

9.4.5 Returning of premium at the termination of a contract (§45)
If the insurance expires before the date agreed, Pohjola is considered valid in the form that it was valid. The risk of the premium paid will be returned to the policyholder.

When determining the amount of returnable premium, the validity is calculated in days according to the insurance period to which the premium pertains.

The annual premium for policies with seasonal rating is, however, divided between months relative to risk and upon the expiry of the policy the remainder of the previously paid premium for the insurance period will be refunded.

However, the premium is not returned separately if the returnable sum is smaller than the sum in euros mentioned in the Insurance Contracts Act. Nor will the premium be returned if the policyholder or the insured has acted fraudulently in situations referred to in clause 9.2.3.

9.4.6 Setoff against premiums to be returned
Pohjola may deduct any outstanding premiums overdue and other outstanding amounts from the premium to be returned.

9.5 Disclosure of information during validity of contract
9.5.1 Pohjola’s obligation to disclose information (§§6, 7 and 9)
Upon entering into an insurance contract, Pohjola issues the policyholder with an insurance policy and the insurance terms and conditions, if terms have not already been given to the policyholder.

During the validity of the insurance, Pohjola will notify the policyholder annually in writing about any insurance-related matters of the insurer relative to risk and upon the expiry of the policy to the policyholder (annual bulletin).

If, during the validity period of the insurance, Pohjola or its representative has provided insufficient, incorrect or misleading information about the insurance, the insurance contract will be considered invalid in the form that the policyholder has had reason to understand it in light of the information he/she was given, provided that such insufficient, incorrect or misleading information can be regarded as having influenced the policyholder’s conduct. However, this does not apply to information provided by Pohjola or its representative on future compensation payable after an insurance event has occurred.

9.5.2 Policyholder’s obligation to disclose information about any increase in risk (§§26 and 34)
The policyholder shall notify Pohjola of any essential change, during the insurance period, in the circumstances stated at the time of concluding the insurance contract or in the state of affairs recorded in the policy, which has increased the risk of loss or damage, and which Pohjola cannot be deemed to have taken into account when concluding the contract. The policyholder must notify Pohjola of any such changes no later than one month after receipt of the annual bulletin following such a change. Failure to do so is considered to be the policyholder’s breach of contract.

Chances resulting in increased risk can be, for instance
- changing the use of a motor vehicle so that its use requires a permit or so that it can be rented
- changing the domicile of a motor vehicle or use of the vehicle mainly abroad
- exchanging the engine of the vehicle for a more powerful one.

If the policyholder has wilfully or through negligence which cannot be deemed minor failed to notify Pohjola of the increased risk, Pohjola can reduce or disallow the compensation payable under the insurance.

The effect of the changed, risk-increasing circumstance on the occurrence of the loss or damage taken into account when considered in whole or in part, if the insured has wilfully or through negligence which cannot be deemed minor failed to observe the safety regulations, the policyholder’s intent or the type of negligence and any other circumstances will also be taken into account.

If, due to incorrect or insufficient information provided by the policyholder or the insured, the agreed premium is smaller than it would have been had Pohjola based on the correct and full information, the ratio of the agreed premium to the premium that would have been charged had the information provided been correct and full, is taken into account. If, however, the information provided only differs slightly from the correct and full information, Pohjola is not entitled to reduce the compensation.

9.6 Obligation to prevent and limit loss or damage
9.6.1 Obligation to observe safety regulations (§§31 and 34)
The insured must comply with the safety regulations given in the insurance policy, insurance terms and conditions, or otherwise provided in writing. If the insured has wilfully or through negligence which cannot be deemed minor failed to observe the safety regulations, Pohjola can reduce or disallow any compensation payable to him/her.

The effect of the failure to observe the safety regulations on the occurrence of a loss or damage is taken into account when considering whether to reduce or disallow the compensation. The insured’s intent or type of negligence and any other circumstances will also be taken into account.

9.6.2 Obligation to prevent and limit loss or damage (salvage obligation) (§§32, 34 and 61)

9.6.2.1 Prevention and limitation of loss or damage
In the event of loss or damage or immediate threat of loss or damage, the insured or a person identifiable with the insured (see clause 8.8) is obliged, to the best of his/her ability, to take the necessary action to prevent or limit the loss or damage.

If the loss or damage is caused by an outside party, the insured must take the necessary action to uphold Pohjola’s right against the tortfeasor. The insured must, for instance, attempt to establish the identity of the tortfeasor. If the loss or damage resulted from a punishable act, the insured must, without delay, report it to the police and sue the offender if Pohjola’s interest so requires. The insured must, in other ways, too, observe all instructions given by Pohjola aimed at preventing and restricting loss or damage.
Pohjola will indemnify for reasonable expenses incurred in fulfilling the salvage obligation even if the sum insured will thus be exceeded.

If the insured has wilfully or through negligence which cannot be deemed minor failed to observe the salvage obligation referred to above, the insurance company can reduce or disallow the compensation payable to him/her. The effect of the failure to observe the safety regulations on the occurrence of a loss or damage is taken into account when considering whether to reduce or disallow the compensation. The insured’s intent or type of negligence and any other circumstances will also be taken into account.

9.6.2.2 Submitting a loss report

The insured is obliged to notify Pohjola, in writing and without delay, of loss or damage and to provide the company with the documents and information pertinent to the investigation of the loss or damage.

Pohjola must be provided the opportunity to inspect the damaged motor vehicle before it is repaired.

9.6.2.3 Notifying the police

In the case of loss or damage due to fire, theft, vandalism or a collision with some other deer as a reindeer, the insured must immediately notify the local police.

If a motor vehicle is stolen or permanently lost abroad, a notification must also be made to the Finnish police.

If Pohjola so requires, a police enquiry must be held at other times, too, and the related investigation report must be submitted to Pohjola. Pohjola will pay the costs of any reports it requires.

9.7 Causing an insurance event (§§30 and 34)

9.7.1 Causing an insurance event intentionally

Pohjola is released from liability to the insured if the insured has wilfully caused the insurance event.

9.7.2 Gross negligence and use of alcohol or intoxicant

If the insured person has caused an insurance event through gross negligence or if the insured person’s use of alcohol or some other intoxicant has contributed to the insurance event, the compensation payable to him/her may be reduced or disallowed.

The effect of the insured person’s action on the occurrence of the loss or damage is also taken into account in considering whether the compensation is to be reduced or disallowed. The insured’s intent or the type of negligence and other circumstances will also be taken into account.

9.7.3 The effect of alcohol and other intoxicants on loss or damage in motor vehicle insurance

In addition to what is stated in clauses 9.7.1 and 9.7.2 above, the following also applies in considering payment of compensation under motor vehicle insurance policies:

If the insured has caused an insurance event while driving a motor vehicle at the time of loss in such a state that the alcohol content of his/her blood was, during the drive or after it, at least 1.2 per mille, or that he/she had at least 0.53 mg of alcohol per one litre of exhaled breath, compensation is paid only for special reasons. The same applies if the insured has caused an insurance event while driving a motor vehicle otherwise under the influence of alcohol or an intoxicant or under the influence of both alcohol and some other intoxicant in such a way that his/her ability to perform faultlessly was considerably diminished.

If the insured has caused an insurance event while driving a motor vehicle under the influence of alcohol or an intoxicant or under the influence of both alcohol and some other intoxicant otherwise than in the cases mentioned above, the compensation may be reduced in proportion to the extent of the loss attributable to him/her.

9.8 Identification (§33)

What is stated above concerning the insured with regard to causing an insurance event, observing the safety regulations or the salvage obligation also apply to a person

– who, with the consent of the insured, is responsible for a motor-driven or towed vehicle which is covered by the insurance.

‘Consent’ refers to permission given by the insured to drive the above-mentioned vehicle or to use it in other way, or to consent evident from the circumstances.

– who, jointly with the insured, owns the insured property and uses it jointly with him/her.

– who co-habits with the insured and uses the insured property jointly with him/her.

What is stated above concerning the insured with regard to observing the safety regulations also apply to a person who, on the basis of his/her employment or official post with the policyholder, is responsible for supervising the observance of such regulations.

9.9 Irresponsibility and emergency (§36)

Pohjola will not invoke clauses 9.6 and 9.7 to release itself from or restrict its liability if the insured was under 12 years of age at the time he/she caused the insurance event or failed to observe the safety regulations or the salvage obligation or was in such a state of mind that he/she could not have been sentenced for a crime.

Pohjola will not invoke clauses 9.5, 9.6 and 9.7 to release itself from or restrict its liability if the insured was seeking to prevent injury to a person or damage to property in circumstances in which his/her negligence or action was justifiable at the time he/she increased the risk or caused the insurance event or failed to observe the safety regulations or the salvage obligation.

What is stated in this clause concerning the insured also apply to a person identifiable with the insured in clause 9.8.

9.10 Claims settlement procedure.

9.10.1 Obligations of claimant (§§69 and 72)

The claimant shall immediately notify Pohjola of a loss event.

The claimant shall provide Pohjola with documents and information necessary for the assessment of Pohjola’s liability. These include documents and information which confirm whether an insurance event occurred, the extent of the loss or damage and who is to be indemnified, who was driving the vehicle and whether alcohol or other intoxicants contributed to the occurrence of the insurance event. For instance, the insured must not, by leaving the scene of the accident, through some other action which prevents the investigation or by consuming alcohol after the loss or damage, impede or prevent the disclosure of a fact which would be significant to the assessment of the insurance event and the liability of the insurance company.

The claimant is required to obtain the documentation which he/she is best able to obtain, though taking into account that Pohjola may also acquire such documentation.

Pohjola is not required to pay compensation before it has received the above-mentioned documentation.

If the claimant has, after the insurance event, fraudulently provided Pohjola to provide the insufficient information which is of relevance in investigating the insurance event and assessing Pohjola’s liability, the compensation can be reduced or disallowed, depending on what is reasonable in the circumstances.

9.10.2 Time limitation on the right to obtain compensation (§73)

A claim for compensation must be presented to Pohjola within 10 years of the date when the claimant became aware of the insurance event and was informed of the insurance event and the damaging consequences of that event. A claim for compensation must in any case be presented within 10 years of the date when the insurance event occurred. Making a notification of an insurance event is comparable to presenting a claim. If the claim is not presented within said period, the claimant loses his/her entitlement to compensation.

9.10.3 Pohjola’s obligations (§§7, 8, 9 and 70)

After the occurrence of an insurance event, Pohjola is under obligation to notify the claimant – for example the insured – with information on the contents of the insurance and the claim procedure. Any advance information that may have been given to the claimant on the compensation, its amount or method of payment will not affect the obligation to pay compensation stated in the insurance contract.

Pohjola will pay the compensation resulting from the insurance event according to the insurance contract or notify the claimant of non-payment of compensation without delay and, at the latest, one month from the date on which it received the documentation and information necessary for the assessment of its liability. If the amount of compensation is disputed, Pohjola will nonetheless pay any undisputed part of the compensation within the above-mentioned period.

If the total amount of compensation payable to a legally incompetent person for losses other than expenses or loss of property exceeds EUR 1,000, Pohjola will notify the guardianship authority in the area where the legally incompetent person is resident of the compensation.

Pohjola will pay penalty interest on any delayed payment of compensation in accordance with the Interest Act.

9.10.4 Setoff against compensation

Pohjola may deduct from the compensation any outstanding premiums overdue and other outstanding amounts in accordance with general set-off requirements.
9.11 Lodging an appeal against a decision taken by Pohjola (§§ 74 and 75)

The policyholder or claimant has at his/her disposal several different ways of appealing against a decision taken by Pohjola. If the matter remains unsettled after he/she has contacted Pohjola, he/she can ask for advice and counselling from the Finnish Financial Ombudsman Bureau or request a recommendation for a decision from the relevant board. Action may be brought in a case although it has been submitted to a board, but the boards will not handle a case while it is pending in court or when a ruling has been given by a court. A policyholder or claimant who is dissatisfied with Pohjola’s decision may also bring action against Pohjola in court.

9.11.1 Right to correct

If a policyholder or claimant suspects that Pohjola has made a mistake in its claim settlement decision or some other decision, he/she has the right to obtain more information about the matters which have led to the decision. Pohjola will correct the decision if the new investigations give cause to do so.

9.11.2 Finnish Financial Ombudsman Bureau and boards issuing recommendations

If the policyholder or claimant is dissatisfied with Pohjola’s decision, he/she may ask the Finnish Financial Ombudsman Bureau for advice and counselling. The Bureau is an impartial body tasked with advising consumers in insurance and claims matters.

Pohjola’s decision can be submitted to the Finnish Insurance Complaints Board. The Board is set up in conjunction with the Finnish Financial Ombudsman Bureau. The Board is tasked with issuing recommendations for decisions in disputes which concern interpretation and application of the law and insurance terms and conditions in an insurance relationship.

Pohjola’s decision can also be submitted to the Consumer Disputes Board, which issues recommendations for decisions on the basis of consumer protection legislation.

These boards will not handle a case while it is pending in court or when a ruling has been given in court.

These counselling services and board statements are free of charge.

9.11.3 District court

If the policyholder or claimant is dissatisfied with Pohjola’s decision, he/she may bring action against Pohjola in the district court in his/her domicile in Finland, in the domicile of Pohjola (Helsinki) or in the place of loss in Finland, unless otherwise provided by Finland’s international agreements.

Action against Pohjola’s decision must be brought within three years of the policyholder or claimant being informed in writing of Pohjola’s decision and the time limit. The right to bring action ceases once the time limit has expired.

Handling of a case by any of the above-mentioned boards will interrupt the limitation period for the right to bring action.

9.12 Pohjola’s right of recovery

Circumstances in which Pohjola is entitled to reclaim the indemnity paid (Insurance Contracts Act, §75 and Motor Liability Insurance Act, §20).

9.12.1 Pohjola’s right of recovery vis-à-vis a third party

The insured’s right to claim damages from a liable third party transfers to Pohjola up to the amount of compensation paid by the company.

If the loss or damage caused was by a third party as a private person or as an employee, a civil servant or any other person comparable to these as referred to in Chapter 3, Section 1 of the Tort Liability Act, the right of recovery will be transferred to Pohjola only if the person in question caused the insurance event wilfully or through gross negligence or is held liable regardless of the nature of his/her negligence.

9.12.2 Other cases of right of recovery

If the loss was caused while a motor vehicle was being driven, Pohjola is entitled, in addition to what was mentioned in clause 9.12.1, to reclaim the indemnity it has paid owing to the loss

– from the owner, driver, passenger or keeper of the motor vehicle, if he/she caused the loss wilfully or through gross negligence
– from the person who through carelessness caused the loss while an illegally taken vehicle was being driven
– from the driver of the motor vehicle causing the loss if he/she was driving the vehicle at the time of loss in such a state that the alcohol content of his/her blood was, during the drive or after it, at least 1.2 per mille or that he/she had at least 0.53 mg of alcohol in one litre of exhaled breath
– from the driver of the motor vehicle causing the loss if he/she, at the time of loss, was driving the vehicle otherwise under the influence of alcohol or an intoxicant other than alcohol, or under the influence of both alcohol and some other intoxicant, in such a way that his/her ability to perform faultlessly was considerably diminished.

Pohjola’s right of recovery against the policyholder, the insured or a party identifiable with the insured is defined according to Section 75, Subsection 4 of the Insurance Contracts Act.

9.13 Altering an insurance contract

9.13.1 Altering the terms of contract during the insurance period (§18)

Pohjola has the right to alter the insurance premiums or other terms of contract during the insurance period to correspond with the changed circumstances if

– the policyholder or the insured has neglected his/her obligation to disclose information as referred to in clause 9.2.2,
– during the insurance period, a change as referred to in clause 9.5.2 has occurred in the circumstances recorded in the insurance policy or reported by the policyholder or the insured to Pohjola at the time the contract was concluded.

Having been informed of said change, Pohjola will notify the policyholder, in writing and without undue delay, of how and as of what date the premium or other terms of contract will be altered. This notification will state that the policyholder has the right to terminate the insurance.

9.13.2 Altering the terms of contract at the end of an insurance period (§19)

A Notification procedure

Pohjola has the right to alter the insurance terms and premiums and other terms of contract at the end of an insurance period on the basis of

– new or amended legislation or a regulation by the authorities
– an unforeseen change in circumstances (e.g. an international crisis, exceptional natural event, catastrophe)
– a change in the claims expenditure of the insurance.

In addition, Pohjola has the right to change the insurance premium to correspond to the changes in the claims expenditure or cost level, or the company is entitled to determine various premium bases for different policyholder groups in accordance with respective risks of loss or damage. These may include, among other things, the domicile of the owner or keeper recorded as the policyholder, the permanent location of a vehicle, various risk factors related to the owner or keeper or to the object of insurance, as well as other factors pertaining to the risk of loss or damage which are used for compiling annual statistics on comprehensive motor vehicle insurance.

Pohjola also has the right to make minor changes to the insurance terms and conditions provided that the changes do not affect the primary content of the insurance contract.

If Pohjola alters the insurance contract as outlined above, it will, when sending the bill for the insurance premium, notify the policyholder of the changes in the insurance premium and other terms of contract. This notification will state that the policyholder has the right to terminate the insurance.

The change will take effect from the beginning of the next insurance period following one month after the date the notification was sent.

B Changes requiring termination of insurance

If Pohjola alters the insurance terms and conditions, premiums or other terms of contract in cases other than those listed in section A above or discontinues an actively marketed benefit included in the insurance, Pohjola must give written notice of termination of the insurance as of the end of the insurance period. The notice of termination will be sent one month before the end of the insurance period at the latest.

9.14 Termination of insurance contract

9.14.1 Policyholder’s right to terminate the insurance (§12)

The policyholder has the right to give notice of termination of the insurance anytime during the insurance period. The notice must be given in writing. Any other notice is invalid. If the policyholder has not specified a later termination date for the insurance, the insurance will terminate on the date the notice was submitted or sent to Pohjola.

9.14.2 Pohjola’s right to terminate an insurance during the insurance period (§15)

Pohjola has the right to terminate an insurance during the insurance period if
1. the policyholder or the insured has, before the insurance was granted, submitted incorrect or insufficient information and Pohjola, had it known the correct circumstances, would have refused to grant the insurance
2. during the insurance period, a change which has essentially increased the risk of loss or damage has occurred in the circumstances recorded in the insurance policy or reported by the policyholder or the insured to Pohjola at the time the contract was entered into, and which Pohjola cannot be deemed to have taken into account when concluding the contract
3. the insured has wilfully or through gross negligence failed to observe the safety regulations
4. the insured has wilfully or through gross negligence caused the insurance event, or
5. the insured has, after the insurance event, fraudulently submitted to Pohjola incorrect or insufficient information relevant to the assessment of Pohjola’s liability.

Having been informed of the grounds for permitting termination, Pohjola will give notice of termination in writing and without undue delay. The notice of termination has a mention of the grounds for termination. The insurance contract will terminate in one months’ time from the date the notice was sent. Pohjola’s right to give notice of termination of an insurance owing to an outstanding insurance premium is defined in clause 9.4.2.

9.14.3 Pohjola’s right to terminate the insurance at the end of the insurance period (§16) Pohjola has the right to terminate the insurance as of the end of the insurance period. The notice of termination has a mention of the grounds for termination. Notice will be given in writing one month before the end of the insurance period at the latest.

9.14.4 Change of owner (§63) If the insured property is transferred to a new owner other than the policyholder him/ herself or his/her estate, the insurance contract will terminate, but not when the keeper of a vehicle sold on hire-purchase becomes the owner. If a loss event takes place within 14 days of the transfer of ownership, however, the new owner will be entitled to compensation unless he/she has taken out insurance for the property.

In legal expenses policies and business interruption policies included in an insurance package, the insurance contract will terminate if the insured property is transferred to a new owner.

9.15 Rights of third party

9.15.1 Other insured parties who benefit from property insurance (§62) In addition to what is otherwise prescribed in these insurance terms and conditions concerning the insured, a property insurance contract (concerning direct material damage) is, unless otherwise agreed, valid for the benefit of the owner, the person who has purchased the property under a provision regarding reservation of title, the holder of a right of lien and a right of retention, or some other party who bears the risk pertaining to the property.

9.15.2 Position of the insured after an insurance event has occurred (§65) Against the insured as referred to in clause 9.15.1, Pohjola will, for reduction or disallowance of the compensation, invoke failure of the policyholder or other insured to disclose information (clause 9.2.2) or to notify of an increase in risk (clause 9.5.2) only if the insured as referred to in clause 9.15.1 knew or should have known, prior to the insurance event, of the conduct of the policyholder or other insured. Every insured is entitled to compensation on the occurrence of an insurance event. The policyholder may, however, negotiate with Pohjola, in a manner which is binding on the insured, and collect compensation, unless the name of the insured has been entered in the contract or the insured has declared that he/she will assert his/her rights or the case concerns a mortgage holder’s right to be paid from the compensation.

9.15.3 Priority to payment from compensation (§66) If property insurance is valid in favour of a person who has right of lien over the property as security for a receivable, he/ she is entitled, even if the receivable is not overdue, to payment from the compensation before the owner, provided that the owner has not rectified the loss or set collateral for its rectification. What is stated here will correspondingly apply in favour of a person who is entitled to retain the property as security for an overdue receivable.

In receiving payment from the indemnity, the owner has priority over a person who has bought the property on a provision regarding reservation of title. The provisions concerning a mortgage holder’s right to compensation will also apply to the mortgage holder’s right to payment from the compensation.

9.16 Applicable law Pohjola Motor Vehicle Cover is subject to Finnish law.

9.17 Other matters dealt with in the Insurance Contracts Act

The following matters, among other things, are also dealt with in the Insurance Contracts Act:

Scope of application (§1) Peremptory nature of the provisions (§3) Insignificance of misrepresentation or increase in underlying risk (§35) Payment of premium through bank or post office (§44) Limitation on right to obtain compensation (§46) Overinsurance and underinsurance (§§57 and 58) Double insurance (§§59 and 60) Payment to wrong person (§71)