

TERMS AND CONDITIONS FOR MOTOR THIRD PARTY LIABILITY INSURANCE
CONDITION LII 601.18, valid as of 1 January 2021

This is a translation of the original Terms and Conditions in Finnish which, in case of discrepancies, are valid.

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1 THE SCOPE OF THE TERMS AND CONDITIONS

These Terms and Conditions apply to the vehicle-specific Motor Third Party Liability Insurance granted to private persons, companies and corporations for operating a motor vehicle in traffic.

Where the Motor Third Party Liability Insurance has been linked to an If Agreement, the General Terms and Conditions are applied to the Motor Third Party Liability Insurance insofar as those Terms and Conditions apply to If Agreement regulations.

2 TERRITORIAL LIMITS

A Motor Third Party Liability Insurance granted for a motor vehicle is valid in all countries belonging to the European Economic Area (EEA).

As regards the countries not belonging to the EEA but that have joined the Green Card general agreement, the Motor Third Party Liability Insurance is valid as liability insurance on the basis of a green card, or without the green card where it is not needed. Compensation for a road accident occurring in these countries is determined in accordance with the legislation of the country where the accident occurred.

However, the Motor Third Party Liability Insurance is not valid in Iran, Kosovo, the northern part of Cyprus, Morocco, Tunisia or in Nagorno-Karabakh.

3 CONTENTS OF THE INSURANCE

The Motor Third Party Liability Insurance covers any bodily injury or property damage caused by operating a motor vehicle in traffic in Finland, as stipulated in the Motor Liability Insurance Act.

The Insurance also covers road accidents incurred by EEA-country citizens during transit through a country that has not joined the Green Card general agreement, when the case involves a direct transit from one EEA country to another.

The Insurance provides cover in accordance with the legislation of the EEA country where the loss occurred or in accordance with the Motor Liability Insurance Act if it provides better coverage.

An injured party residing in Finland can choose that a bodily injury incurred when operating a motor vehicle insured under the Finnish Motor Liability Insurance Act in traffic elsewhere in the EEA area than in Finland, be compensated under the Finnish law if, under the choice-of-law rules, the bodily injury was compensable under the law of a country other than Finland.

4 INSURANCE CONTRACT

4.1 Policyholder's duty of disclosure before the conclusion of an insurance contract

Before the Insurance is granted, the Policyholder is obliged to provide correct and complete answers to the questions asked by the Insurance Company or its representative, which may be important for the assessment of the Insurance Company's liability.

During the insurance period, the Policyholder must also, without undue delay, rectify any information presented to the Insurance Company, which the Policyholder finds to be incorrect or deficient.

Provisions on the consequences of neglecting the duty of disclosure are laid down in Section 14 of the Motor Liability Insurance Act.

4.2 Change in circumstances during the insurance period

During the insurance period, the Policyholder must immediately notify the Insurance Company of any changes in the circumstances reported to the Insurance Company at the time the contract was concluded, or in the state of affairs stated in the Policy Document. Provisions concerning the failure to notify these are laid down in Section 15 of the Motor Liability Insurance Act.

5 COMMENCEMENT OF THE INSURANCE COMPANY'S LIABILITY

Unless a specific date of commencement has been agreed individually with the Policyholder, the Insurer's liability will enter into force when the Insurer or Policyholder submits or sends a reply accepting the offer of the other party. The commencement of the Insurance Company's liability cannot be transferred under any agreement to begin earlier than stated above.

If the Policyholder has submitted or sent a written insurance application to the Insurance Company, and if it is clear that the Insurance Company would have approved the application, the Insurance Company is liable for an insured event occurring after the submission or sending of the application.

An insurance application or an accepting reply which the Policyholder has submitted or sent to the representative of the Insurance Company is considered to have been so submitted or sent.

If there is no account as to what time the application or reply was submitted or sent, this is considered to have taken place at 12 midnight.

For certain reasons, e.g. non-payment of the Policyholder's previous insurance premiums, the liability of the Insurer will enter into force only when the premium for the first insurance period has been paid.

6 PERIOD OF INSURANCE

The first period of insurance is a maximum of 13 months, and the following periods comprise one year.

7 INSURANCE CONTRACT'S PERIOD OF VALIDITY

Unless otherwise stipulated below, the Insurance Contract is valid until the obligation to insure of the owner or keeper of the vehicle in question terminates or the Policyholder terminates the Insurance Contract, regardless of whether the premium has been duly paid or not.

8 INSURANCE PREMIUM

8.1 Bases of the premium

The premium is calculated in accordance with the premium grounds applied by the Insurance Company. The determination of insurance premiums can vary, due to the difference in risks between different groups of Policyholders.

The insurance premium, including insurance tax, is at least EUR 25. As regards unregistered motorcycles, the insurance premium is at least EUR 100.

8.2 Impact of claims on insurance premiums

8.2.1 Applying the bonus system

The Policyholder is entitled to a bonus reduction in the premium for an insurance period following a claim-free insurance period. Compensation paid by the Insurance Company affects the bonus reduction as shown in the bonus table.

The bonus system is applied only to the insurance of a vehicle that is owned or possessed by the Policyholder.

No bonus system or corresponding regulations apply if the vehicle to be insured is a museum vehicle, moped, snowmobile or other off-road vehicle, trailer, tractor, haulage tractor, towable device, tricycle, quadricycle, light quadricycle or a vehicle exempted from the registration obligation.

Nor is the bonus system applied to public works vehicles with a maximum structural speed exceeding 15 km/h.

8.3 Bonus rules - Policies that entered into force prior to 20 May 2017

8.3.1 Determining the bonus category

The bonus category for the Motor Third Party Liability Insurance is determined as follows, based on the Policyholder's insurance and claims history:

Bonus table

Bonus category	E	D	C	B	A	S	12	11	10	9	8	7	6	5	4	3	2	1	0	U	K	M
Discount %	75	75	70	70	70	70	65	60	55	50	45	40	35	30	25	20	15	10	5	0	0	0
Bonus increase with no claims	E	D/E	E	C	B	A	S	12	11	10	9	8	7	6	5	4	3	2	1	1	0	K
Loss of bonus - 1 claim	D	10	9	9	9	9	8	7	6	5	4	3	2	2	1	0	K	K	M	M	M	M
Loss of bonus - 2 claims	10	5	4	4	4	4	3	2	1	1	0	K	M	M	M	M	M	M	M	M	M	M
Loss of bonus - 3 claims	5	1	0	0	0	0	K	M	M	M	M	M	M	M	M	M	M	M	M	M	M	M

A new insurance will be placed in bonus category U (a 0 per cent bonus category).

An insurance is considered new if it does not have a claims history or if there is no such history which can be used for the said insurance. If the Policyholder wishes not to use his or her claims history, the insurance will be placed in category M.

New motorcycle insurance will be placed in bonus category 3 (a 20 per cent bonus).

New insurance for a bus, camper van or other special vehicle will be placed in bonus category 1 (a 10 per cent bonus).

When determining the bonus category for the insurance, the Policyholder's insurance and claims history in different insurance companies is taken into account as shown in the above bonus table. In such a case, successive claims histories that have not been taken into account simultaneously in the pricing of another insurance, are taken into account as a single claims history.

8.3.2 Bonus increase

The insurance is upgraded to a higher bonus category in accordance with the bonus table for each insurance period during which the Insurer has not paid a claim affecting the bonus rating applied.

After the first insurance period with no claims, the bonus is 10 per cent. After that, the bonus will increase by five percentage points a year. However, this does not apply to bonus categories S, A, B and D, in which the upgrade to a higher bonus category does not increase the bonus percentage. If the bonus category applied is D, it is upgraded back to category E after four successive insurance periods with no claims.

The upgrading of insurance to a higher bonus category after an insurance period with no claims requires that the vehicle has been in traffic use during the insurance period as follows:

- motorcycle: for at least 90 days, in products subject to season-based pricing for at least 300 days
- other vehicles: for at least 140 days.

During any one-year period, the insurance can be upgraded to a higher bonus category only once.

8.3.2.1 Excellent Driver's benefit for young drivers

After four successive insurance periods with no claims, the bonus of a car registered for private use will increase once as follows, instead of five percentage points:

- in categories 0–8: by 25 percentage points
- in categories 9–11: by five bonus categories, i.e. to categories A–C (70 per cent)
- in categories 12–D: to category E (75 per cent).

If the bonus entitlement thus calculated would exceed 75 per cent, the bonus will be deemed as 75 per cent.

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Entitlement to this benefit requires that the Policyholder:

- is at the maximum 30 years of age at the beginning of the insurance period immediately following the four successive insurance periods with no claims,
- was 18–26 years of age when the insurance entered into force,
- has not reached the age of 27 before 2 February 2009 and
- has not been granted this benefit before.

8.3.3 Impact of loss or damage on bonus

After each insurance period, the insurance will be transferred from one bonus category to another in accordance with the bonus table, on the basis of the number of claims paid during that insurance period.

One claim during one and the same insurance period will cause a decrease of 20 per cent for the no-claims bonus, with the following exceptions:

- in categories 3–5, the loss of bonus will be 15 percentage points
- from category E to category D, in which case the bonus percentage will not decrease.

If there are four or more claims during one insurance period, the bonus will be downgraded to category M regardless of the initial bonus category.

A claim affecting the premium refers to loss or damage that has resulted from the negligence of the vehicle owner, keeper or driver, or from the defectiveness of the vehicle, and for which the Insurance Company has paid compensation.

A claim for which compensation has been paid is not regarded as a claim affecting the premium if

- compensation has been paid for loss or damage incurred when a locked vehicle or a vehicle kept in a locked or guarded storage area has been subject to theft
- compensation has been paid for loss or damage incurred during the seven days following a change in ownership of the insured vehicle, where the loss or damage was not caused by the Policyholder or a person living in the Policyholder's household or
- the Policyholder has paid the Insurance Company a sum corresponding to the compensation no later than during the insurance period immediately following the payment of compensation.

If compensation is paid on the basis of insurance whose claims history has been transferred to other insurance, such claims will be taken into account in the bonus category of the insurance to which the claims history has been transferred.

8.3.4 Transfer of claims history

For any insurance subject to the bonus system, the Policyholder accumulates an insurance and claims history.

The Policyholder may transfer an insured vehicle's claims history to his or her own insurance within any one of the vehicle categories A–C listed below, but not between them. Furthermore, a claims history can be transferred within any of usage categories 1–5 but not between these categories.

Vehicle categories

- A. Automobiles (Categories M and N, i.e. passenger cars, vans, buses and lorries)
- B. Motorcycles (Categories L3 and L4)
- C. Public works vehicles

Usage categories

1. Private
2. Subject to licence
3. Driving instruction vehicle
4. Rental car without a driver provided
5. Vehicles in stock

A deceased person's claims history is transferred to his or her estate.

If insurance whose claims history has been transferred to another insurance policy remains in force, it is priced as insurance with no claims history.

8.4 Bonus rules - Policies that enter into force on or after 20 May 2017

If the Policyholder does not have an insurance or claims history from motor third party liability insurance, the insurance will be placed in the 30 per cent bonus category when it enters into force.

If the Policyholder wishes not to use his or her claims history, the insurance will be placed in the 0 per cent bonus category when it enters into force.

The lowest bonus category is 0 per cent. After that, the bonus category increases by 5 percentage points at a time until it reaches the highest bonus category, 80 per cent.

If the Policyholder has an insurance or claims history, it will be taken into account in determining the bonus when the insurance enters into force. In this case, each insurance period with no claims for an individual vehicle increases the bonus by 10 percentage points, starting from the 30 per cent bonus category. The insurance period is taken into account providing that the vehicle has been in traffic use for at least 90 days during the insurance period, except for insurance subject to season-based pricing in which the minimum is 300 days.

If the Policyholder's claims history includes claims, they will be taken into account in determining the bonus for a new insurance as follows:

If the Policyholder has had one insured vehicle during the last five years,

- the bonus granted on the basis of insurance history will be decreased by 15 percentage points for each claim filed during the last two years
- the bonus granted on the basis of insurance history will be decreased by 10 percentage points for each claim filed 3–5 years ago.

If the Policyholder has had two or more insured vehicles during the last five years,

- the bonus granted on the basis of insurance history will be decreased by 10 percentage points for each claim filed during the last two years
- the bonus granted on the basis of insurance history will be decreased by 5 percentage points for each claim filed 3–5 years ago.

The insurance and claims histories of automobiles are taken into account in the insurance for automobiles, and the insurance and claims histories of motorcycles in the insurance for motorcycles. The insurance and claims history of a spouse, common-law spouse or registered partner who lives in the same household with the Policyholder can be taken into account, with his or her permission, when determining the bonus, similarly to the Policyholder's own insurance and claims history. With permission of the estate, a deceased person's insurance and claims history can be taken into account in determining the bonus of the widow or widower.

8.4.1 Bonus increase

The insurance is upgraded to a higher bonus category for each insurance period during which the Insurer has not paid a claim affecting the bonus rating applied.

After an insurance period with no claims, the bonus will increase by 10 percentage points, except for the 75 per cent bonus category, from which the bonus will increase by five percentage points to the 80 per cent bonus category. However, after an insurance period during which a claim has been compensated,

the bonus will increase by five percentage points.

The largest possible bonus is 80 per cent (the 80 per cent bonus category). The smallest possible bonus is 0 per cent (the 0 per cent bonus category).

The upgrading of insurance to a higher bonus category after an insurance period with no claims requires that the vehicle has been in traffic use for at least 90 days, except for insurance subject to season-based pricing in which the minimum is 300 days.

During any one-year period, the insurance can be upgraded to a higher bonus category only once.

8.4.2 Impact of loss or damage on bonus

After each insurance period, the insurance will be transferred from one bonus category to another on the basis of the number of claims paid during that insurance period.

One claim during one and the same insurance period will decrease the bonus as follows:

- by 10 percentage points in bonus categories 75%–80%
- by 15 percentage points in bonus categories 65%–70%
- by 20 percentage points in bonus categories 60% or lower.

The lowest possible bonus category to which the bonus can decrease is 0 per cent. In the 80 per cent bonus category, one claim during a period of four years will not decrease the bonus.

As a result of a loss or damage, the bonus decrease will only apply to that insurance from which the claim was compensated. Thus, the bonus for other insurance in force will not decrease.

A claim affecting the premium refers to loss or damage that has resulted from the negligence of the vehicle owner, keeper or driver, or from the defectiveness of the vehicle, and for which the Insurance Company has paid compensation.

A claim for which compensation has been paid is not regarded as a claim affecting the premium if

- compensation has been paid for loss or damage incurred when a locked vehicle or a vehicle kept in a locked or guarded storage area has been subject to theft
- compensation has been paid for loss or damage incurred during the seven days following a change in ownership of the insured vehicle, where the loss or damage was not caused by the Policyholder or a person living in the Policyholder's household or
- the Policyholder has paid the Insurance Company a sum corresponding to the compensation no later than during the insurance period immediately following the payment of compensation.

8.5 Storing insurance and claims history data

Unless otherwise agreed, the Insurance Company will keep information on the insurance's validity and claims for five (5) years after the year during which the insurance has ended so that such information can be handed over to the Policyholder if necessary or, with the Policyholder's permission, forwarded to another insurance company.

8.6 Premium payment

The premium must be paid within one month from the date the Insurance Company sent the Policyholder an invoice. However, the first instalment does not have to be paid before the commencement of the Insurance Company's liability, and the subsequent instalments do not have to be paid before the commencement of the agreed insurance or premium period.

This does not apply to the situations described in Clause 5, paragraph 5, where the payment of the premium for the insurance period is a precondition for the entry into force of the Insurer's liability. A note of this is made on the premium invoice.

8.7 Delayed premium payment

If premiums are not paid by the due date, an annual penal interest will be applied in accordance with the Finnish Interest Act. A delayed premium with penal interest is distrainable without a decree or court order, complying with the Act on the Enforcement of Taxes and Charges.

Before the commencement of recovery proceedings, the Policyholder is notified of the amount and the grounds for the premium to be collected, and that recovery proceedings will be started unless the Policyholder disputes his/her liability to pay, in writing, within 14 days of the notice being sent. If the liability to pay is disputed, a court decision is required before recovery proceedings can be initiated.

8.8 Premium refund

8.8.1 Vehicle decommissioning until further notice

The insurance premium for a car, motorcycle, moped, light quadricycle, all-terrain vehicle, moped all-terrain vehicle and off-road vehicle entered in the Vehicle Register is refunded for the period during which the vehicle has been decommissioned from traffic use. With respect to motorcycles, the uninterrupted decommissioning period must be at least 30 days to entitle to a premium refund.

A prerequisite for the premium refund is that an advance notification of the decommissioning has been submitted to the Vehicle Register of the Transport Safety Agency (Traffi) in accordance with the applicable rules and regulations.

The refund for each day of the refund period is 1/360 of the annual insurance premium.

However, in case of vehicle decommissioning, no premium refund is paid for insurance policies

- whose pricing is based on an annual premium rating
- which are for museum vehicles
- for vehicles under export plates.
- whose Policyholder is a creditor of a finance agreement or the lessor of a leasing or other lease agreement.

No separate refund will be made if the premium to be refunded is less than EUR 8.

8.8.2 Expiry of the insurance

When the Insurance expires, the Insurance Company will return that part of the premium which concerns the time following the expiry. If the insurance premium is based on an annual premium rating, the refunded amount for each day depends on the days of the year which the refund concerns. If premium directed at the validity period of an insurance subject to season-based pricing remains uninvoiced, the Insurance Company will charge it after the expiry of the Insurance.

No separate refund will be made if the premium to be refunded is less than EUR 8.

8.8.3 Penal interest on returned premium

The Insurance Company pays annual penal interest as stipulated in the Finnish Interest Act on any delayed refund of an insurance premium. Penal interest is paid as of the date on which one month has elapsed from the date on which the Insurance Company received the report entitling to a refund.

8.9 Operating the vehicle during the decommissioning period

If the motor vehicle is operated in traffic during the reported decommissioning period, the Insurance Company will collect the premium threefold. The threefold premium will be collected for the period between the reported date of the commencement of the decommissioning and the date on which the operation was discovered.

9 CHANGING THE CONTRACTUAL TERMS UPON THE TRANSITION FROM ONE INSURANCE PERIOD TO ANOTHER

The Insurance Company has the right to amend the Insurance Terms and Conditions, premiums and other contractual clauses upon the transition from one insurance period to another.

9.1 Terms and conditions and premiums

The Insurance Company has the right to amend the Insurance Terms and Conditions, premiums and other contractual clauses when such an amendment is based on

- new or amended legislation, or a decision of the authorities
- an unexpected change in circumstances (e.g. an international crisis, exceptional natural occurrence or catastrophe).

The insurance company is entitled to adjust the premium at the turn of the insurance period on the basis of a change in the age of the Policyholder, the holder or drivers of the vehicle or a change in the age of the vehicle. In such a case, the premium is adjusted in accordance with the change in the statistical risk of loss or damage that corresponds to the change in age.

When the effect of age on the risk of loss or damage changes, the insurance premium can be adjusted to better correspond to the risk.

If the kilometreage, age of the driver (under the age of 24) or type of use of the vehicle affects the price of insurance, and if these change, the insurance company can adjust the premium after having received notice of such change. In such a case, the premium can be adjusted in accordance with the change in the statistical risk of loss or damage that corresponds to the change in the vehicle's kilometreage or type of use.

If the Policyholder's or vehicle holder's address entered in the Population Register changes, the insurance premium will be adjusted in accordance with the new home address. When a vehicle is transferred to a death estate, this will increase the premium.

In addition to the above, the Insurance Company is entitled to adjust the insurance premium on the basis of insurance and claims statistics in order to safeguard the purposes stated in Section 20, Sub-section 2 of the Motor Liability Insurance Act, so that the premiums are in reasonable proportion to the costs arising from the insurance. The premium can also be adjusted due to a change in the level of compensation or costs.

The Insurance Premium can be determined differently for different groups of Policyholders, by applying different calculation bases corresponding to the risk. The amendment grounds and the insurance premium can be altered on the basis of insurance and claims statistics so that they are in proportion to the risk.

9.2 Procedure of disclosure

If the Insurance Company amends the Insurance Contract as described above, the Insurance Company must inform the Policyholder, in connection with the premium invoice, of how the premium or other contractual terms will change. The Policyholder's right to terminate the insurance is mentioned in the notification. The change will take effect as from the beginning of the next insurance period, to commence after one month has elapsed from the notification being sent.

If the Policyholder's or vehicle holder's address entered in the Population Register changes, the insurance premium will be adjusted as of the date on which the insurance company received notification of the change.

10 EXPIRY OF THE INSURANCE CONTRACT

10.1 Notice given by the Policyholder

The Policyholder can give a **written** notice of termination of a Motor Third Party Liability Insurance

- 1) by taking out motor third party liability insurance from another insurance company
- 2) when a vehicle which is not subject to registration is wrecked or not used in traffic, as specified in the Motor Liability Insurance Act
- 3) when a vehicle entered in the Vehicle Register has been decommissioned from traffic use
- 4) when a vehicle has been stolen and this has been reported to the police and the insurance company.

10.2 The insurance terminates without a written notice of termination

A notification submitted by the Transport Safety Agency (Trafi), the Finnish Motor Insurers' Centre or another insurance company is also regarded as a notice given by the Policyholder in the following situations:

- 1) a vehicle entered in the Vehicle Register has been transferred through legal action to a new owner other than the Policyholder, or to the estate of the Policyholder, who is deceased or bankrupt
- 2) the possession of a vehicle entered in the Vehicle Register has been returned to the owner or transferred to a new keeper, if the keeper of the vehicle has been the sole Policyholder
- 3) insurance has been taken out for the vehicle from another insurance company
- 4) a vehicle entered in the Vehicle Register has been permanently removed from traffic, a vehicle is moved abroad or transferred to the ownership of a municipality on the basis of law.

In the above-mentioned situations, the insurance will expire on the day specified in the notification.

If the new owner or keeper of a vehicle has not taken out insurance within seven (7) days, the expired Insurance will cover loss or damage occurring within seven (7) days of the change of ownership or possession, or the possession returning to the owner, when

- a Motor Third Party Liability Insurance expires when the insured vehicle is transferred to a new owner other than the Policyholder or
- the registered keeper is the sole Policyholder and the keeper of the vehicle changes or the ownership of the vehicle is returned to the owner.

With respect to the Insurance Company's liability for an accident on the basis of an expired insurance, the Act on Time Limits shall be applied.

11 THE INSURANCE COMPANY'S RIGHT OF RECOURSE

If the Insurance Company has paid compensation to the injured party, the right to claim compensation from a third party is transferred to the Insurance Company.

However, if the third party is a private person or an employee, civil servant or other comparable person as referred to in the Tort Liability Act, Chapter 3, Section 1, or the owner, keeper, driver or passenger of a vehicle, the right to claim compensation is transferred only if the third party caused the insured event intentionally or due to gross negligence or if the driver caused the loss or damage when driving a vehicle in circumstances referred to in Section 48, Subsection 1 of the Motor Liability Insurance Act.

12 MEASURES TO BE TAKEN IN THE EVENT OF LOSS OR DAMAGE

Regarding a road accident which may give rise to a claim for compensation, the Policyholder must notify the Insurance Company or its representative in writing immediately upon learning of the occurrence, using the appropriate claim form if possible. The Policyholder is obliged to submit all the documents and information required in the settlement of the claim to the Insurance Company.

If compensation is claimed from the Policyholder or any other party involved in the accident, the claim must be presented to the Insurance Company.

