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Full Comprehensive Insurance Terms

1 Area of validity of comprehensive insurance

The insurance is valid everywhere in Europe. Outside Europe, it is valid in countries that have joined the green card convention.

For the area of validity of liability cover, see 5.3.2.

2 Insured property

2.1 Object of the insurance

The object of the insurance is the motor vehicle identified in the insurance policy. As motor vehicles are also regarded towable vehicles that must be registered (a trailer or towable machine).

The object of the insurance also comprises standard equipment included in the recommended retail price and company logos as well as usual optional equipment owned by the insured that are permanently installed in the vehicle and essentially associated with its use.

As regards heavy goods vehicles, the object of the insurance is accessories listed as basis of premium.

The object of the insurance includes:

1. Retrofitted sound and image recording devices, the current total value of which exceeds Euro 1,700, are only covered in the event that this has been specifically agreed and recorded in the insurance policy (see 8.3.3).
2. Free-standing containers and load platforms: the object of the insurance for a truck or trailer includes one free-standing container or load platform owned by the policyholder whenever it is being transported on, attached to or detached from the vehicle.
The object of the fire and theft insurance is any free-standing containers and load platforms owned by the policyholder detached from the vehicle, if listed in advance by the policyholder for the determination of the insurance premium.
3. The object of the fire and theft insurance also comprises optional and standard accessories that can usually be detached from the vehicle. In cars and vans, the object of the fire and theft insurance also includes one set of winter or summer tyres detached from the vehicle.

2.2 Accessories not covered by insurance

The insurance does not cover spare parts of the vehicle nor devices, accessories and parts irrelevant to its actual use; such as:

1. devices and accessories in breach of regulations of the authorities, such as radar detectors
2. accessories intended for racing, such as specialised instruments
3. TV screens and telecommunication equipment (telefax machines)
4. sound and image recordings
5. computers not including on-board computers installed by the vehicle manufacturer as a standard or an option
6. telephones and radio equipment on motorcycles, snowmobiles and light motorcycles
7. sea containers
8. borrowed or rented free-standing containers and load platforms
9. the fuel in the vehicle
10. equipment, accessories, structures and parts that require change inspection and have not been thus inspected. Decorative and special paintwork, or all paintwork differing from the normal colour range of the vehicle manufacturer, such as landscapes and other images as well as paintwork with special colours (e.g. so-called chameleon colours) are not included in the object of the insurance.

3 Insurance types:

The basic part of the policy comprises one of the following policy combinations according to what is recorded in the insurance policy.

3.1 Cars and vans registered for private use

3.1.1 Full Comprehensive insurance

The Full Comprehensive insurance includes

- collision cover
- elk damage cover
- fire cover
- theft cover
- cover against vandalism
- legal costs cover
- car travel interruption cover
- liability cover
- write-off cover (only for LeasePlan Finland Oy owned vehicles)
- financial loss cover, when the owner of the vehicle is a car dealer or financial company, or the vehicle is leased.

The following types of additional cover can be separately added to a Full Comprehensive insurance policy:

- replacement car insurance
- glass insurance.

3.1.2 Partial comprehensive cover

The Partial comprehensive policy for cars and vans registered for private use includes

- elk damage cover
- fire cover
- theft cover
- cover against vandalism
- legal costs cover
- liability cover
- car travel interruption cover

3.2 Other vehicles

Other vehicles include cars and vans registered for licensed use only and all trucks and buses.

3.2.1 Basic Comprehensive insurance

The Basic Comprehensive insurance for other motor vehicles includes

- collision cover
- elk damage cover
- fire cover
- theft cover
- cover against vandalism
- legal costs cover
- liability cover
- write-off benefit (only for LeasePlan Finland Oy owned vehicles)
- car travel interruption cover

By specific agreement, glass cover can be included.

3.2.2 Partial Comprehensive insurance

The Partial Comprehensive Insurance for other motor vehicles includes

- elk damage cover
- fire cover
- theft cover
- cover against vandalism
- legal costs cover
- liability cover.
- car travel interruption cover

4 Property insurance policies

The insurance covers actual property damage in accordance with these terms and conditions. The insured losses include those due to collision, fire, theft, elk damage and vandalism that the object of the insurance has sustained in an insured incident.

4.1 Collision insurance

The collision insurance covers property losses directly caused by

1. the vehicle running off the road or turning over
2. an impact, collision, fall or other external reason that unexpectedly affected the object of the insurance.
3. sudden and unexpected falling over of a truck while loading and unloading.

The collision insurance does not cover a loss caused by

1. deficient circulation of oil or cooling liquid to the vehicle's
 - engine or its accessories
 - transmission
 - power transmission system or
 - cooling system
2. a fault in the structure, workmanship or materials of a component or device in the vehicle
3. water, in the event that the vehicle is driven on a flooded road or area (for example, damage from water flooding the engine while driving through water that is too deep)
4. the sinking of the vehicle in ice other than on a winter road that is in public use and meets the road administration's safety requirements
5. the vehicle's load (such as shifting of a carelessly attached load that damages the vehicle or its window pane), unless the loss is a direct consequence of incidents listed in Articles 4.1-4.5
6. an animal carried in the vehicle, unless the loss is a direct consequence of incidents listed in Articles 4.1-4.5
7. when the vehicle is used for racing or training in an area or road section closed for public traffic
8. during unauthorised use, unless it can be proven that an insured incident as described under 4.5 had taken place before that.
9. filling up with or using fuel that is of a wrong type or faulty.
10. a nuclear disaster described in the Nuclear Liability Act, regardless of where the nuclear disaster took place
11. a war, rebellion, revolution or other similar reason.

4.2 Vandalism insurance

The vandalism insurance covers property damage to the object of the insurance caused as a result of a deliberate act of vandalism. A deliberate act refers to a situation where the perpetrator intended to damage the object of the insurance. See also General terms and conditions, Article 11.1 Duties of the claimant.

The vandalism insurance does not cover losses

- caused by another vehicle
- caused during unauthorised use, unless it is proven that the vehicle was taken in unauthorised use as intended in 4.5
- caused during unauthorised use, unless it can be proven that an insured incident as described in 4.5 had taken place before that.

4.3 Elk damage insurance

The insurance covers property damage caused by a collision with an elk, a reindeer or a deer.

The elk damage insurance does not cover losses caused by

1. deficient circulation of oil or cooling liquid to the vehicle's
 - engine or its accessories
 - transmission
 - power transmission system or
 - cooling system
2. the vehicle's load (such as the shifting of a carelessly attached load that damages the vehicle or its windows).

4.4 Fire insurance

The fire insurance covers losses caused by

1. fire that is out of control
2. strike of lightning
3. short circuit or voltage spike in an electrical device.

The fire insurance does not cover:

1. short circuits in the control units of the engine, ignition, fuel and drive behaviour affecting these parts
2. damage caused when using the vehicle for racing or training
3. damage caused during unauthorised use, unless it can be proven that an insured incident as described in 4.5 had taken place previously
4. damage caused by the heating up of a vehicle component to itself or other parts.

4.5 Theft insurance

The theft insurance covers property damage caused by the loss of or damage to the object of the insurance, in the event that this was caused by theft, theft of use of a motor vehicle, unauthorised use of a vehicle or an attempt of any of these and the object of the act had been locked or kept in a locked shelter.

The loss of the vehicle is only covered in the event that the insured, the police or Customs authorities have not been notified of the vehicle being recovered within 30 days of the date when LeasePlan Insurance was informed of the theft and when the theft was reported as a crime to the police.

See 8.3.8.1 for exceptional excess amounts of the theft insurance.

The theft insurance does not cover the loss:

1. if the party having caused the loss had obtained the vehicle or its keys by permission
2. if the party having caused the damage is one of the insured persons or a person comparable to an insured person, or another person having had the permission of these. See also General terms and conditions, Article 8 Comparable persons in insurance against damage and loss.
3. if an unlocked vehicle or its accessories were stolen or taken without permission from a shelter to which another party than the insured him/herself or a person associated with the insured, or a person living in the same household with these holds a key. See also General terms and conditions, Article 8 Comparable persons in insurance against damage and loss.

4.6 Write-off benefit

The write-off benefit is a property insurance complementing policies described in 4.1-4.5 with an extra benefit.

No indemnity will be paid out of the write-off benefit as far as it concerns the current value of the vehicle. The compensation as regards the current value is paid out of the property cover determined by the incident type.

Write-off benefit is valid only for vehicles owned by LeasePlan Finland Oy.

In an indemnity determined by the write-off benefit, LeasePlan Insurance' maximum liability will be the current book value of the vehicle determined by LeasePlan Finland Oy

5 Wealth insurance policies

5.1 Car travel interruption cover

The purpose of this type of insurance is to indemnify additional costs caused by interrupted travel to the extent that they are not covered by a separate replacement car policy. Travel refers to a journey already initiated from the starting point towards a planned destination in the vehicle that is the object of the insurance, including overnight stays or usual short stops on the way.

5.1.1 Object of the insurance

The object of the insurance is the vehicle cited in the policy document and a trailer brought along on the journey.

5.1.2 The insured

The insured include the driver of the vehicle and any passengers in the vehicle accompanying him/her on the journey. The primary entitlement to indemnity for travel and other extra costs concerns the owner and possessor of the vehicle, if they are present on the journey. Otherwise the entitlement to indemnity belongs to the driver of the vehicle.

5.1.3 Insured incident

The insurance covers reasonable costs arising from interrupted travel due to a fault or damage to the vehicle, or theft or unauthorised use of a locked vehicle.

5.1.4 Restrictions of liability

The policy does not cover losses caused by

1. running out of fuel
2. deficient maintenance of the vehicle
3. absence of a spare tyre in a roadworthy condition or the tools needed to change a tyre
4. the fact that the vehicle cannot be started or moved due to frost, rain or other similar climatic condition
5. participation in a race or practice for one
6. the sinking of the vehicle in ice other than on a winter road that is in public use and meets the road administration's safety requirements

5.1.5 Costs indemnified

5.1.5.1 Vehicle transport costs

The policy covers the costs of hoisting the vehicle onto the road. If the vehicle is not in a roadworthy condition, it also covers transport to the nearest workshop where the vehicle can be appropriately repaired. The insurance also covers any reasonable travel costs incurred when collecting the repaired vehicle.

A maximum indemnity of Euro 3,400 can be paid to cover the transport and collection costs of a truck and its trailer per insured incident.

5.1.5.2 Repair costs as an alternative to transport

Instead of the transport costs, the travel and repair costs for repairing the damage or fault at the scene of the incident can alternatively be reimbursed.

The maximum limit of the indemnity is the cost of transporting the vehicle and/or trailer to the nearest workshop.

Otherwise the repair costs of a vehicle or a trailer are not reimbursed.

5.1.5.3 Travel and other extra costs in Finland

The policy covers the travel costs of the driver and passengers from the location of incident to their municipality of residence using the cheapest possible mode of transport.

Alternatively, the insurance covers, up to the costs incurred on the homeward journey, one of the following:

- travel costs to the destination using the cheapest possible mode of transport
- direct accommodation and other costs due to waiting for repairs to the vehicle and/or trailer to be completed.

The maximum of travel and collection costs or other extra costs due to interrupted travel covered is Euro 400 per insured incident.

5.1.5.4 Travel and other extra costs abroad

The costs are reimbursed as in 5.1.5.3, if the vehicle or trailer cannot be repaired to a roadworthy condition within 3 working days or, if a vehicle that was locked was stolen on the journey and it has been missing for no less than 24 hours.

If the vehicle cannot be repaired to a roadworthy condition, in addition to travel costs of the homeward journey, extra costs due to a waiting period of no more than 3 days are indemnified.

Travel costs and other extra costs are indemnified up to a total of Euro 1,700.

5.1.5.5 Cost of collecting the vehicle from abroad

In an incident having occurred abroad, the transport costs of the vehicle to the nearest workshop are reimbursed as in 5.1.5.1.

The insurance covers the cost of collecting or transporting to the municipality of residence of a damaged, repaired or recovered vehicle.

The maximum amount of indemnity is no more than the current value of the vehicle in the condition in which it was on the first day of travel.

The maximum indemnity for the transport and collection costs of a truck and its trailer per insured incident, however, is Euro 3,400 per insured incident.

5.1.6 The insurance does not cover

- Loss of earnings.
- The costs of loading, unloading or transport of the vehicle and/or trailer that is the object of the insurance.
- Such accommodation, fuel and other costs that would have been incurred regardless of an insured incident.

5.1.7 Excess

No excess applies to the car travel interruption cover.

5.2 Legal costs cover

The purpose of the insurance is to cover any necessary and reasonable legal costs incurred while using legal aid in civil and criminal cases and applications associated with the ownership, driving and possession of the motor vehicle cited in the insurance policy in an insured incident intended in 5.2.3.

5.2.1 The insured

The insured include the owner of the vehicle cited in the insurance policy, possessor and driver, each in their own capacity.

5.2.2 Courts of law and area of validity

The insured can rely on the insurance in matters that can be immediately brought to the attention of a District Court in Finland or a similar court of law abroad in countries cited under Article 1 concerning the Full Comprehensive insurance.

The insurance does not cover costs in matters that are heard by administrative authorities or special tribunals, such as the Provincial Government, Administrative Court, Insurance Court, Environmental Permit Authority or Supreme Administrative Court, or by overseas administrative authorities or specialist tribunals. Neither does the insurance cover costs for cases heard by the European Court of Human Rights, European Court of Justice, or the European Court of First Instance.

5.2.3 Insured incidents covered

5.2.3.1 Definition of an insured incident

An insured incident covered by the insurance is:

in civil actions and applications

- disputes. A dispute has arisen when a claim specifying its grounds and an amount has been disputed as regards the grounds or the amount.

in a criminal action

1. when the insured is the defendant

- initiation of legal proceedings, when the Public Prosecutor brings an action against the insured due to using a motor vehicle on the road
- bringing or continuing an action against the insured by the injured party, once the Public Prosecutor has decided not to start or to cancel legal proceedings. An action has been brought once a complaint by the injured party has reached the Clerk of the District Court. The action has been continued once the injured party has given written notification of prosecution to the court of law after the Public Prosecutor has cancelled the action
- disputing a civil claim put forward by the injured party as regards its grounds or amount

2. when the insured is the injured party

- disputing a civil claim put forward by the insured party as to its grounds or amount

5.2.3.2 Period of validity of the insurance

The action or disputed claim intended in the insured incident should be based on an event, condition, legal action or violation of rights that has occurred during the period of validity of the insurance.

5.2.3.3 A single insured incident

The incident is a single insured incident when

- two or more insured parties under this policy are on the same side in a civil or criminal action or application; or
- the insured party has several civil or criminal actions or applications pending based on the same event, condition, legal action or violation of rights.

5.2.4 Restrictions relevant to insured incidents

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

1. where it cannot be proven that the claim is disputed
2. that concerns something else than a matter associated with the employment, self-employment, business or income earning activities of the insured party concerning the title, possession or operation of a vehicle
3. that concerns operating licenses needed for licensed transport of persons or goods or operating without a license
4. that is of minor importance to the insured party
5. in which the insured parties of this policy have counterclaims to each other; however, the insurance does cover the costs of the policyholder and the defence costs of a vehicle driver in actions concerning the use of a motor vehicle on the road
6. in which the action brought by the Public Prosecutor concerns drunken driving, gross drunken driving, hit-and-run accidents or handing a vehicle over to an intoxicated person.
7. in which the action brought by the Public Prosecutor against the insured concerns gross endangerment of road safety or dangerous driving based on speeding or a traffic violation
8. in which the action brought by the Public Prosecutor against the insured party concerns a deliberate action or gross negligence
9. which concerns driving a vehicle without authorisation
10. which concerns banning a driver from driving. However, in the event that a driving ban ordered on grounds pursuant to Section 75.2.3 of the Road Traffic Act has been overturned by a legally valid decision of a public court of law, the costs incurred for having the driving ban overturned will be covered.
11. which concerns a claim for damages or other claim or action against the insured party based on acts intended in paragraphs 6-10 above
12. which concerns a civil claim put forward by the insured party based on an act for which he/she has been convicted and sentenced, or for which action has not been brought against him/her, or he/she has not been convicted and sentenced based on relevant special provisions. If the claim for damages is, however, based on an act for which the insured party has been convicted and sentenced for dangerous driving or a traffic violation, the costs incurred while filing the claim will be covered
13. which is relevant to bankruptcy
14. which concerns recovery proceedings, enforcement dispute intended in the Act on Recovery Proceedings or enforcement relevant to recovery proceedings, or in which the insured has been served a demand of withdrawal of legal action
15. which concerns a proceeding pursuant to Acts on company restructuring or debt arrangements of a private person or voluntary debt arrangement of a farmer pursuant to the Agricultural Business Act
16. which is about whether the costs arising from an insurance incident reported by the insured should either totally or partially be covered by this legal costs insurance
17. which is heard as a class action.

5.2.5 Actions following an insured incident

1. If the insured wishes to claim of the insurance, he/she must notify LeasePlan Insurance thereof in advance before legal fees are incurred. After giving this notification, the insured will receive a written claims settlement decision from LeasePlan Insurance.
2. The insured must use a solicitor or other legal practitioner as his/her attorney. No indemnity will be paid if the insured does not use an attorney at all or uses an attorney other than a person with a Master of Laws degree or similar foreign qualification.
3. In the court proceedings and negotiations for an agreement, the insured must claim full compensation for his/her legal costs from the counterpart.
In case the legal costs claim presented by the insured to the opposing party has, by decision of a court of law, been partially or completely rejected, this decision must be appealed at LeasePlan Insurance's request. If the insured without a justified reason fails to present a claim for his/her costs or gratuitously waives it or refuses to appeal a decision by the court concerning legal costs, the indemnity may be reduced or completely denied pursuant to the Act on Insurance Policies. In conciliation proceedings pursuant to the Act on negotiating disputes in an ordinary court (conciliation by court), however, it is not necessary to demand compensation as regards the costs incurred by the insured due to the conciliation proceedings.
4. The insured is not entitled to accept the amount of costs incurred while dealing with the matter in a manner that is binding to LeasePlan Insurance. In case the insured party has paid some of the legal costs him/herself, the amount thus paid is not binding to LeasePlan Insurance when assessing the reasonable nature of the legal costs.

5.2.6 Indemnity rules

5.2.6.1 The amount insured

The amount insured cited in the insurance policy represents the largest possible indemnity for a single insured incident.

5.2.6.2 Excess

The excess cited in the insurance policy is deducted from the costs covered.

5.2.6.3 Costs covered

The insurance covers the necessary and reasonable legal costs of the insured party due to the insured incident as follows:

In civil actions and applications

Costs incurred due to using an agent and production of evidence.

If the matter has been subjected to conciliation by court, the insurance will also, based on the number of parties in the dispute, cover the share of the insured of the fee, and the costs of any assistant to the conciliator.

In case the prerequisite for having a dispute heard by a court is a certain legal act or a decision made in an organ or proceeding, the costs will be indemnified from the point at which this requirement was met.

In a criminal matter

1. The insured as the injured party

Legal costs due to using an agent and producing evidence to the extent that the hearing is about another claim under civil law by the insured party than legal costs due to a crime.

2. The insured as the defendant

Legal costs incurred due to using an attorney and producing evidence in insured incident intended in 5.2.3.

Appeals to the Supreme Court

In case a leave to appeal is needed to file an appeal with the Supreme Court, the costs arising from the appeal process will be covered only in case this leave is granted.

Any costs due to relying on additional means of appeal will only be covered in case the Supreme Court adopts the complaint, overturns the verdict or reinstates the expired time period.

Joint interest

In case the matter essentially involves aspects other than the interest of the insured him/herself, or the insured party is looking after a joint interest with other parties than persons insured by this policy, the insurance only covers the part of costs regarded as the share of the insured.

5.2.6.4 Amount of indemnity, its calculation and value-added tax

The legal costs covered by the insurance are determined by the legal proceedings legislation and the provisions on legal costs in the Act on Criminal Proceedings. If the court of law has not, because of concession by the interested parties, pronounced on legal costs in its decision, or if the matter has been resolved by conciliation, in the determination of costs will also be taken into account costs generally ordered and paid in similar matters.

As regards the use of an attorney, a reasonable fee for the work and necessary expenses of the attorney will be covered. When determining reasonable fees and expenses, the value of the claim under dispute, the complexity and extent of the case and the quantity and quality of work performed will taken into account.

In case the insured party is, pursuant to the Value-added Tax Act, entitled to deduct or be refunded the tax included in the legal counsel's invoice or legal costs, the value-added tax contained in the costs will be deducted from the indemnity.

5.2.6.5 Costs not covered by the insurance

The insurance does not cover

1. legal costs of the opposing party that the insured has been ordered to pay or has agreed to pay. Any legal costs of the opposing party ordered to be paid by the insured party will, however, be covered on the same conditions as the insured party's own legal costs
 - when the insured party has been assisted in the hearing by the Consumer Ombudsman or his subordinate and looking after the interest of the insured party was significant in terms of the application of law and the public interest of consumers
 - when the opposing party of the insured has by and large failed to comply with a decision by the Consumer Disputes Board, Insurance Complaints Board or a similar organ issued in the matter that in its essential parts is favourable to the insured party
2. costs due to the enforcement of the verdict or decision
3. the loss of time, personal work, loss of income or earnings, travel costs or accommodation costs of the insured nor the additional costs incurred from changing attorneys or a proceeding initiated by the insured party him/herself that increases the costs or incurs unnecessary costs
4. costs arising from obtaining a legal expert report
5. costs arising from reporting a crime or filing a request for investigation or preliminary investigation of a criminal matter
6. costs arising from matters or evidence which the court of law dismisses as having been presented too late
7. costs incurred by the insured party or his/her attorney by failing to attend a session of the court, failing to comply with orders of the court or by making a claim that they knew or should have known was undue or otherwise have incurred by deliberately or by negligence extending the court hearing
8. costs arising from a court hearing, which the insured party or his/her attorney has initiated without the opposing party giving cause for it, or otherwise deliberately or by negligence have initiated an unnecessary hearing
9. the fees and expenses of an arbitrator or conciliator
10. costs arising from applying for public legal aid.

5.2.6.6 Other indemnity rules

1. LeasePlan Insurance will indemnify the legal costs of the insured after the court has reached a legally valid decision or agreement.
2. If the insured party is, pursuant to the Value-added Tax Act, entitled to deduct the tax contained in the legal expenses invoice, LeasePlan Insurance will indemnify the legal costs to the insured party against an invoice settled by the insured party.
3. A reimbursement of costs which the opposing party was ordered or had committed to paying to the insured party will be deducted from the liability of LeasePlan Insurance, in case it was successfully collected from the party liable to pay.
4. In case the opposing party is ordered to pay or engages to pay expenses compensation to the insured party which remains unpaid at the time of payment of the insurance settlement, the insured party undertakes to before the payment of the expenses compensation to transfer his/her right to expenses compensation to LeasePlan Insurance up to the amount paid as compensation from the insurance. In case it has been necessary for the insured party to pay part of the costs him/herself due to the fact that the costs exceed the maximum indemnity cited under 5.2.6.1., the insured undertakes to transfer to LeasePlan Insurance that part of the expenses compensation received from the opposing party that exceeds the part paid by the insured party him/herself.
5. In case the expenses compensation that the opposing party of the insured was ordered to pay has been remitted to the insured, or the insured has been otherwise credited with the sum of the expenses compensation, the insured must return the expenses compensation to LeasePlan Insurance up to the amount paid out of the insurance with interest.

5.3 Liability insurance

The insurance covers any statutory liability of the owner, possessor or driver of a motor vehicle abroad resulting from using the vehicle on the road to the extent detailed in 5.3.3.

5.3.1 The insured

The insured include the owner, possessor and driver of the vehicle cited in the insurance policy, each in their own capacity.

5.3.2 Area of validity

The liability insurance is valid in green card system countries outside the European Economic Area (EEA).

The liability insurance is additionally valid in Ukraine and Russia, however only as regards personal injuries caused to a passenger.

5.3.3 Insured incident

The insurance covers the personal liability of the insured party arising from property damage or personal injury caused by using the motor vehicle on the road in the area of validity of the insurance, when the liability of the insured is based on an act or negligence that took place during the period of validity of the insurance. In losses having occurred in Russia and Ukraine, only a personal injury caused to the passenger in a vehicle that is the object of the insurance for which the insured party is liable is covered.

5.3.4 Costs that are not covered

The insurance does not cover a loss

1. the liability for which is solely based on an agreement, commitment, promise or guarantee
2. which is covered by insurance under a statutory Motor Vehicle Insurance law or a similar law abroad
3. in case of a personal injury intended in the Patient Injury Act
4. when it is covered by another valid liability insurance of the insured
5. that can be removed by repairing the fault in the product handed over or the results of the work.

Neither does the insurance cover losses caused

1. to the insured party him/herself
2. to an employee of the insured party or a similar person to the extent that he/she is entitled to compensation from a statutory accident or motor insurance policy
3. to goods that have been sold but not handed over
4. to goods handed over, which at the time of the act or negligence that caused the loss were in possession of the insured party, borrowed by him/her or otherwise being used for his/her benefit
5. to property that at the time of the act or negligence that caused the loss was being prepared, installed, stored or otherwise handled or cared for by or for the account of the insured
6. by a fine or other similar penalty to which the insured party is sentenced.

5.3.5 Indemnity rules

1. LeasePlan Insurance will establish if the policyholder is liable for a reported insured incident covered by the insurance and negotiates with the party claiming compensation. In the event that the policyholder compensates the loss, agrees on this or accepts a claim, this is not binding to LeasePlan Insurance, unless the amount and grounds of the compensation are obviously correct.
2. The insured must immediately notify LeasePlan Insurance in the event that the insured incident results in a court hearing. LeasePlan Insurance will take care of the court case and pay any legal costs arising from it within the limits of the amount insured. In the event that the court case also involves other matters, only the share of the claim covered by the insurance in the costs is covered.
3. If LeasePlan Insurance has informed the policyholder that they are prepared to agree on compensating the losses of the injured party within the limits of the amount insured but the policyholder does not accept this, LeasePlan Insurance will not be liable to compensate any costs subsequently incurred or to proceed to further investigations in the matter.
4. The losses caused by a single act, act of negligence or condition will be regarded as a single insured incident. This will apply regardless of whether the losses were discovered over one or several insured periods. If losses of this nature are discovered during separate insured periods, they will be regarded as concerning the insured period during which the first loss was detected.

5.3.5.1 Maximum indemnity

The maximum indemnity amount in each insured incident is

- Euro 170,000 for personal injuries
- Euro 85,000 for property losses

5.3.5.2 Excess

No excess applies to liability insurance.

5.3.5.3 Joint interest

In case several persons are jointly liable for the same loss, the insurance will only cover the share of the loss that corresponds to the degree of blame attached on the insured and any benefit received by him/her as a result of the insured incident. The insurance will cover no more than the share in the total liability based on the number of persons, unless what is said above results in a different interpretation.

5.3.5.4 Other indemnity rules

LeasePlan Insurance will deduct the share of tax from the compensation remitted to the insured in the event that the insured or the injured party is entitled to deduct or recover value-added tax or a similar consumer tax abroad contained in the goods or service.

6 Additional protection policies

6.1 Glass cover

The glass cover indemnifies the windows of the insured vehicle in the event that they are broken by a direct impact.

The window refers to the windscreen, side windows and back window.

6.1.1 Restrictions

The glass insurance does not cover windows broken by collision, running off the road and turning over of the vehicle. These losses are covered by the collision insurance.

6.1.2 Excess

An excess is cited in the policy of the glass insurance. The excess does not apply, however, in case the window is repaired.

6.2 Replacement car cover

The replacement car cover pays out a replacement car for the time of repair in case the loss is due to an insured incident covered by the property insurance and the amount indemnified for property damage exceeds the excess.

The replacement car compensated has to be in the same size or price category as the car repaired. LeasePlan Insurance has the right to determine the supplier of replacement car. The maximum amount compensated is the amount a replacement car will or would have cost when provided by LeasePlan Insurance determined supplier.

6.2.1 The insured

The insurance is valid in favour of the policyholder.

6.2.2 Indemnified period

The indemnity is paid for full 24-hour periods.

The first day of indemnity is

1. the day on which the insured incident occurred, in case the vehicle is non-roadworthy
2. starting date of the repairs, in case the vehicle was roadworthy after the damage
3. for a misappropriated vehicle, the date on which LeasePlan Insurance was informed of the misappropriation.

The last day of repairs is the day on which

1. the repairs are completed
2. the policyholder recovers the misappropriated vehicle or replaces it with another one
3. the policyholder purchases a vehicle replacing the damaged one for his/her permanent possession and use and the object of the insurance is sold, even if repairs are financially justified.

If the actual date on which the insured incident occurred is not known, the date on which the loss was discovered shall be regarded as the date of occurrence.

6.2.2.1 Maximum indemnified period

1. For an insured incident that is covered based on Articles 4 and 6.1, indemnity will be paid for no more than 30 days.
2. In cases of total loss of a vehicle, however, replacement car cover will be paid for no more than 14 days. If the vehicle is written off under the theft insurance based on the fact that it remains missing, the indemnity will be paid for 30 days.
3. As days lost due to repairs to a non-roadworthy vehicle and waiting time for spare parts, no more than a total of seven days will be accepted, and 14 days in case of a bus or truck and its trailer.

6.2.3 Excess period

The excess does not apply to the replacement car cover.

6.2.4 Exclusions

The replacement car insurance does not cover:

1. lost days of use that are not a consequence of a loss covered by property insurance
2. days of repairs or waiting due to the carelessness or other actions of the insured party, e.g. in case a non-roadworthy vehicle was not taken to repairs immediately
3. extended repair times due to a national industrial action
4. the waiting time for repairs or spare parts before the repairs are started on a roadworthy vehicle
5. lost days of use due to redoing an inadequate or unsuccessful repair.

6.2.5 Adjustment of indemnity

From the indemnity paid from replacement car cover is deducted the indemnity to which the insured is entitled for the same inoperative time under motor vehicle or liability insurance policies. The inoperative time indemnity paid from the motor vehicle or liability insurance comprises a recommended indemnity confirmed by the Road Accident Investigation Board, an inoperative time indemnity determined based on other information and the rental costs of a replacement car.

If the insured party is entitled to indemnity for the rental costs of a vehicle under a motor vehicle or liability insurance policy, as replacement car cover is paid at the least the share of rental costs not covered by the motor vehicle or liability insurance policies. In this minimum indemnity amount, only the daily and/or kilometre based indemnity for the replacement vehicle is included.

7 Financing insurance

In case the owner of the vehicle is a car dealership or financial company, or the vehicle is leased, the full comprehensive insurance is combined with a financing insurance.

Financing insurance indemnifies the owner or lesser for the loss of or damages to the vehicle (car dealership or financial company), even in situations where the indemnity would normally be adjusted or denied completely.

The insurance covers losses due to damage to or loss of the vehicle, in case the losses are not covered by other policies under 4.1-4.5 and indemnity has been denied, or these policies cover part of the losses due to adjustment of the policy:

1. out of theft, vandalism, fire or collision insurance due to the fact that the vehicle was not locked
2. out of collision or elk damage insurance due to a provision that limits the cover, such as
 - damage due to deficient oil or cooling liquid circulation (4.1 or 4.3)

- damage due to driving on a flooded road (4.1)
- damage due to the vehicle sinking in ice (4.1)
- damage due to an animal placed in the vehicle (4.1)

7.1 Restrictions of liability

The insurance does not cover losses which are not a direct result of a collision or are caused by:

1. misappropriation or fraud
2. neglect of the terms and conditions of the financing contract

7.2 The insured

The insured include:

- a dealership engaged in trade of motor vehicle having sold the vehicle on terms of reservation of title, or financial institute to which the dealership has transferred similar rights
- the lesser (leasing, rentals not included)
- holder of lien or motor vehicle mortgage.

7.3 Loss amount

The maximum limit of the liability of LeasePlan Insurance is the current value of the vehicle. For definition of the current value, see 8.3.4.

The loss amount equals the repair costs of the vehicle, if repairing is viable under these insurance terms. Repairing the vehicle is not viable, if the repair costs exceed 60% of the vehicle's current value on the date of the insured incident.

When calculating the loss amount, the share of devices and accessories not included in the object of the insurance and those owned by another than the insured are not included in the current value of the vehicle and amount of repair costs.

7.4 Maximum indemnity

The maximum indemnity is the current value of the vehicle with the excess deducted, however no more than:

- the balance outstanding to the seller in compliance with the terms and conditions of a hire purchase contract that is not overdue
- the outstanding part of a loan granted against a motor vehicle mortgage or
- the amount owed to the lien holder.

7.5 Excess

An excess of Euro 1 500 applies to each insured incident of the insured, however no less than the excess in Euro cited in the policy of collision insurance.

In losses by theft taking place in Bulgaria, Latvia, Lithuania, Moldova, Poland, Romania, the Czech Republic, Ukraine, Belarus, Russia or Estonia, however, the excess always is 20% of the loss amount and no less than Euro 1 500 or the excess cited in the insurance policy, whichever is higher.

8 Costs covered and exclusions

The property insurance covers direct property losses due to the insured incident. Property loss refers to the property being damaged, destroyed or lost.

In the event that the vehicle is damaged to the extent of being non-roadworthy due to an insured incident covered by this policy, the property insurance also covers the transport of the vehicle to the nearest workshop where the vehicle can be repaired as intended in 8.3.1-8.3.3.

The theft insurance covers any reasonable costs arising from the collecting or returning of a recovered vehicle.

In addition, the insurance covers any reasonable costs arising from preventing or limiting a loss that has taken place or is imminent. See also 11.6 Duty to prevent and limit losses and the duty to rescue.

The claimant has the duty to obtain reports that are the most easily available for him/her, however also taking into account the possibilities of LeasePlan Insurance for obtaining information. The necessary information includes

1. written notification of claim from the claimant
2. in case of a loss due to theft, vandalism, elk damage and misappropriation, a copy of the report to the police
3. a sales invoice, receipt or other reliable evidence to establish the amount of loss sustained

See also General terms and conditions 11.1. Duties of the claimant.

8.1 Exclusions

The property insurance does not cover

1. depreciation in value of the vehicle
2. modifications or improvements to the vehicle carried out in connection with repairs
3. costs arising from redoing or improving on inadequate or failed repairs to the vehicle
4. loss of practical value (compensation for inoperative time) or rental costs of a replacement car
5. normal wear and tear due to use and depreciations caused by the additional distance driven during unauthorised use
6. costs arising from investigating the incident and processing the claim.

8.2 Amount of loss

The loss amount is the repair costs of the vehicle, if repairing is viable under these insurance terms. Repairing the vehicle is not viable, if the estimated repair costs exceed the amount calculated by deducting the value of the vehicle after the incident from the vehicle's value prior to of the insured incident.

In the loss amount is not included the share of accessories, devices, structures and components that are not included in the object of the insurance nor that of accessories cited under 8.3.5 that are covered separately in the current value and/or amount of repair costs of the vehicle.

8.3 Repairs and writing off the object of the insurance

8.3.1 All types of policies

The insurance covers the necessary and needful repair costs of the vehicle. The vehicle must be repaired using appropriate methods. In the event that worn or corroded parts are replaced with new ones and this results in an essential improvement in the vehicle's condition, only the part of costs incurring while repairing the vehicle to a condition that equals its condition before the damage will be covered. For example, if damaged or stolen tyres had one half or less of their thread left and they are replaced by new ones, this represents an improvement.

LeasePlan Insurance is entitled to select the workshop or outlet used. LeasePlan Insurance will not, however, be responsible for the quality of the work or component.

8.3.2 Partial Comprehensive policies

Costs of spare parts are covered based on the least expensive available repair alternative that meets road safety regulations and other provisions by the authorities. A reasonable delay in ordering spare parts may affect the completion of repairs. As a reasonable delay will be regarded seven days. In case spare parts meeting the conditions cannot be found in this time, the vehicle will be repaired as in 8.3.1.

8.3.3 Sound and image recording devices as spare parts

Sound and image recording devices are vehicle spare parts similarly to other components of the vehicle.

8.3.4 Current value

The maximum limit of the liability of LeasePlan Insurance is the current value of the vehicle including accessories that are the object of the insurance (see 8.2).

The current value of the vehicle is the cash price that could usually be obtained for the vehicle on the day the insured incident took place, if it were put on the market in an appropriate manner.

The current value does not refer to the customer sales price of car dealerships, asking price nor trade-in value, but a price that several people would in reality be prepared to pay for it.

Example

The asking price of a vehicle that is for sale in a car dealership is Euro 30,000. The vehicle is sold for Euro 28,000. The sale price includes such as the margin and costs of the dealership. Neither price is the current value of the vehicle.

When determining the current value of a vehicle, the market price of the vehicle make and model in question, year of manufacture, service life, mileage, accessories, individual condition and other factors affecting the current value will be taken into account.

8.3.5 Accessories that are covered separately if the vehicle is written off

Accessories that are covered separately include

1. ski box
2. child safety seat

For these accessories, a separate indemnity will be paid in the event that they are damaged, even if repairing the vehicle were not economically justified.

The value of items above will be determined by deducting ten percent (10%) of the purchasing price of a similar new piece of equipment in annual depreciations counting from the second year of use of the damaged accessory, however regarding no less than 30 percent (30%) of the purchasing price of a new similar accessory as the value.

8.3.6 Payment of indemnity

LeasePlan Insurance will meet their liabilities by

1. paying any direct repair costs arising from the insured incident based on documents or by paying the estimated and agreed amount of repair costs,
2. paying the difference between the current value of the object of the insurance immediately before the incident and after it,
3. writing off the object of the insurance for its current value,
4. writing off the object of the insurance for the value indicated in the Write-off benefit.

If the title to the object of the insurance is not transferred to LeasePlan Insurance, the indemnity will be paid out as in paragraph 2 of the list above. The excess cited in the insurance policy will be deducted from the compensation.

8.3.7 Transfer of ownership and handing over of documents

The title to the vehicle to be written off must be transferred to LeasePlan Insurance in writing. A prerequisite for paying the write-off benefit is that not only the vehicle but also the registration documents and keys as well as keys to all devices intended to prevent the unauthorised use of the vehicle are handed over to LeasePlan Insurance.

Once the vehicle has been written off, or if the damaged and detached component or device of the vehicle has otherwise been indemnified, their title will be transferred to LeasePlan Insurance.

8.3.8 Excesses

In each insured incident, an excess recorded in the insurance policy and determined by the type of loss shall apply.

8.3.8.1 Exceptional excesses

For losses due to theft and vandalism occurring at the same time, only the higher excess indicated by these terms and conditions will be deducted.

When engaging in driving or speed practice on a race course or other areas or road sections, in case of a loss the excess will be 50% of the loss amount, however no less than the excess in Euro cited in the policy. The increased excess does not apply to driver training associated with receiving a driver's license imparted by a traffic instructor or other training agreed in advance with LeasePlan Insurance.

In the event of the insured incident having taken place in Bulgaria, Latvia, Lithuania, Moldova, Poland, Romania, the Czech Republic, Ukraine, Belarus, Russia or Estonia, however, the excess always in case of theft is 20% of the losses to be indemnified, but no less than the excess in Euro cited in the insurance policy.

8.3.8.2 The order of deducting excesses and other deductions

The excesses and other deductions mentioned in these terms and conditions will be made from the amount of loss in the following order:

Leased vehicles:

1. any decrease of indemnity
2. basic excess
3. percentage-based excess.
4. share of value-added tax
5. other deductible taxes

Other than leased vehicles:

1. any decrease of indemnity
2. share of value-added tax
3. other deductible taxes
4. basic excess
5. percentage-based excess.

8.4 Property insurance tax rules

8.4.1 Value-added tax

The value added tax or a similar consumption tax outside Finland contained in the repair costs of the vehicle and the purchasing costs of accessories or devices covered by the insurance will not be compensated in the event that the insured is entitled to either deduct the tax or have it refunded. See also General terms and conditions, 12.1. Over insurance and prohibition of unjust enrichment.

A sum corresponding to the value-added tax is deducted from the write-off benefit in the event that the insured would be liable to pay tax on the sales price of the vehicle, if the vehicle was sold on the date of the insured incident. See also General terms and conditions, 12.1. Over insurance and prohibition of unjust enrichment.

8.4.2 Deduction or refund of car tax

The write-off benefit is deducted by the amount of deducted or refunded car tax that would have been payable if the vehicle had been sold on the date of the insured incident.

8.4.3 Other taxes and payments associated with vehicle use

No separate indemnity is paid for vehicle tax or similar, the payment of which is a requirement for using the vehicle. Neither is indemnity paid for a payment made concerning a decision on specialised license plates.

9 Factors affecting the insurance premium

9.1. Taking a vehicle off the road and inoperative time

Collision damage taking place while the car is taken off the road and during inoperative time is not covered.

The loss is covered, however, if it was due to a flood, and the vehicle was not being driven on the road at the time the loss was sustained. (See 4.1.)

Excluding the collision, replacement car and car travel interruption insurances, other insurance policies are also valid during a notified off-the-road period or inoperative time.

No refunds are given over the time off the road or inoperative time for the premiums.

9.2 Partial payment allocation rules (Insurance Policies Act, Section 38)

In case the policyholder does not give instructions concerning the allocation of payments and if there are several instalments of the same amount as the one that is overdue, LeasePlan Insurance will primarily allocate the payment to the oldest comprehensive insurance premium, next to the second oldest motor vehicle insurance premium and unpaid interest invoices starting from the oldest invoice.

9.3 Insurance premium in case the insurance is cancelled before the end of the insured period

In case the insurance is cancelled before the agreed date, LeasePlan Insurance is only entitled to the insurance premium for the period over which the liability was effective. The remainder of a premium already paid is refunded to the policyholder.

The insurance premium thus refunded will be 1/360 of the annual premium per day. The annual premium will not be refunded, however, if the sum to be refunded is less than Euro 8.

For a delayed amount of insurance premium refund, LeasePlan Insurance shall pay an annual interest on overdue payments pursuant to the Insurance Act. The interest on overdue payments will be paid from the date on which a month has elapsed from the reception of a justified request for a refund by the company.

See also General terms and conditions, Article 4 Insurance premium.

10 Minimum premium of an insured period

The insurance premium will always be a minimum of Euro 8 for each insured period or part thereof that is effective.

11 Safety regulations

The purpose of the safety regulations is to prevent imminent risks and reduce the losses sustained. The policyholder and parties comparable to the policyholder shall comply with the safety regulations. The indemnity may be reduced or denied, in case violating the safety regulation plays a role in the occurrence of an insured incident. See also General terms and conditions, Article 6.1 Duty to comply with safety regulations of insurance against damage and loss.

11.1 Right to operate a vehicle (collision, elk damage and car travel interruption insurance) The driver of the vehicle must have an appropriate driver's license.

11.2 Condition of the vehicle (collision, vandalism, elk damage, car travel interruption, fire and theft insurance) The vehicle must be compliant with the provisions of the Vehicles Act and otherwise in a condition warranting its use on the road and acceptance in an inspection. (Vehicles Act and Decree on operating a vehicle on the road).

11.3 Duty of care towards the vehicle (collision, theft, vandalism and fire insurance)

A vehicle must not be left on the side of the road, car park or other area in a manner and for a length of time that would draw the attention of outsiders or make the vehicle appear abandoned.

In the event that the vehicle has been left on the side of the road due to a loss, it must immediately be transported to a workshop or other safe location.

The vehicle must not be stored inside another, unlocked vehicle or vehicle combination. Neither may the vehicle be stored on a trailer without a device preventing unauthorised use.

11.4 Storage of keys and notification section of the registration book (theft insurance)

The keys to the vehicle or to the shelter in which the vehicle or its accessories are stored must not be kept in a visible location or in an unlocked area where an outsider can expect to find them.

The notification section of the vehicle's registration book, keys and data needed for manufacturing keys must not be kept inside the vehicle. The keys must not bear identifying data associated with the vehicle or its title and possessory relations.

11.5 Fire safety (fire insurance)

The shelter in which the vehicle is stored may not be used for a purpose that endangers fire safety. For example, lighting open fires and smoking are not permitted inside it.

Electrical lighting only may be used to illuminate the machinery, fuel tank or other component of the vehicle.

In addition to the standard equipment, only devices designed for use in association with vehicles may be used to heat the engine, power transmission device or other components. These devices must be installed and plugged in following the instructions and rules of the device and vehicle manufacturers.

In case welding is needed for repairs to the car, the upholstery and other inflammable structures must be dismantled over a sufficiently large area. In addition, a fire watch and first-hand extinguishing equipment must be provided for the repair location as necessary.

11.6 Duty to prevent and limit damages and to salvage (Insurance Policies Act Section 32, 34 and 61)

In case an insured incident has occurred or is imminent, the insured must to the best of his/her ability to ensure that the loss is prevented or limited. In case the damage is caused by a third party, the insured must take any necessary steps to safeguard the rights of LeasePlan Insurance towards the party having caused the damage. The insured has the duty to establish the identity of the party having caused the damage and the registration numbers of vehicles that were involved in it.

The insured has the duty to report a damage having occurred during transport to the carrier. In case the damage was caused by theft, unauthorised use of the vehicle, vandalism, misappropriation or other offence, the insured must without delay report the incident to the police of the location where the incident took place. The insured must also call for punishment for the perpetrators in court, in case this is in interest of LeasePlan Insurance.

A vehicle that was taken abroad and has not been recovered must also be reported to the police authorities in Finland. In the event that the key to the vehicle is lost or stolen, the insured must take necessary steps to prevent unauthorised use of the vehicle by using the lost or stolen key, for example by re-keying the locks in the vehicle.

In case the insured deliberately or through negligence that cannot be considered minor had neglected the duty of salvage intended above, the indemnity due to him/her may be reduced or denied. When considering a reduction or denial of indemnity, the significance of the negligence in the occurrence of the damage must be taken into account. In addition, the deliberate nature of the insured's actions, the quality of the negligence and other circumstances must also be taken in consideration.

In a liability insurance, the compensation cannot be reduced or denied because of negligence of the insured. If the insured has, however, deliberately or by gross negligence neglected his/her duty to salvage, or if consumption of alcohol or drugs by the insured has played a role in the negligence, the indemnity may be reduced or denied. In this case, however, LeasePlan Insurance will be liable to remit to an injured party who is a natural person the part of the indemnity that the injured party has been unable to collect from the insured.

12 Change of title of a vehicle (Insurance Policies Act Section 63)

The insurance is cancelled as the title to the object of the insurance is transferred to another, however not when the possessor of a vehicle sold by hire purchase becomes the owner. In policies other than legal costs and replacement car insurance, the owner subsequent to the policyholder will, in the event that the loss occurs within 14 days of the change of title, be entitled to compensation, in case he/she has not taken out insurance for the vehicle.

13 Increased risk (Insurance Policies Act Sections 26 and 34)

The policyholder must inform LeasePlan Insurance of any change essentially increasing the risk of loss in circumstances of which LeasePlan Insurance was informed when issuing the insurance or recorded in the insurance policy taking place during the insured period, which LeasePlan Insurance cannot be regarded as having taken into consideration when issuing the policy.

The policyholder must inform LeasePlan Insurance of such a change no later than in association with the following payment of the insurance premium.

Examples of such changes:

- Change in the purpose of use of vehicle, for example from private use to use by license or for rental.
- An essential structural change in the vehicle, such as replacing the engine by a more powerful one, or installing a compressor in the vehicle.
- Change in municipality and country of residence.

In case the insured deliberately or through negligence that cannot be considered minor has neglected their duty to give notification of increased risk, the indemnity due to him/her may be reduced or denied. When considering a reduction or denial of indemnity, the significance of the changed condition that increased the risk of damage had in the occurrence of the damage must be taken into account. In addition, the deliberation of the insured or the nature of the negligence as well as other conditions will be taken into consideration.

14 Other matters covered by the Insurance Policies Act

The Insurance Policies Act also contains regulations on the following:

- Scope of application (Section 1)
- Peremptory nature of the provisions (Section 3)
- Insignificance of incorrect information and increase of risk (Section 35)
- Payment of premium through a bank or post office (Section 44)
- Insurance premium becoming statute barred (Section 46)
- Multiple insurance (Section 59)
- Sharing of liability between insurers in multiple insurance cover (Section 60)
- Payments made to the wrong person (Section 71)

General terms and conditions

1 Certain central terms (Insurance Policies Act, Section 2)

The essential contents of an insurance policy are defined in the policy document and insurance terms, which comprise of the general terms and conditions and the specific terms applicable to each insurance policy.

Insurance against damage or loss refers to an insurance policy taken to cover losses caused by property damage, liability or other loss of wealth.

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

The insured is the party to whose favour the insurance is valid.

The insured period is the agreed period of validity of the policy recorded in the policy document. An insurance policy will continue one agreed insured period at a time, unless cancelled by one of the contracting parties.

Premium period refers to the time period for which the insurance premium has been agreed to be paid at regular intervals.

An insured incident refers to a loss or event based on which indemnity is paid out of the insurance.

Safety regulations refer to a duty provided in the insurance policy document, insurance terms or otherwise in writing to comply with rules intended to prevent or limit the occurrence of losses.

2 Provision of information before concluding an insurance policy

2.1 LeasePlan Insurance's duty of disclosure (Insurance Policies Act Sections 5 and 9)

Before concluding an insurance contract, LeasePlan Insurance will provide the applicant with information necessary to assess the need for insurance and select an insurance policy, such as details of insurance types provided by LeasePlan Insurance, insurance premiums and insurance terms. When providing information, attention should also be focused on any essential restrictions to insurance cover.

In the event that LeasePlan Insurance or their representative have, in the marketing of an insurance, failed to give the policyholder essential information on the policy, or given him/her incorrect or misleading information, the insurance policy shall be regarded as being valid such as the policyholder had reason to construe it, based on the information received by him/her.

2.2 The policyholder's and insured's duty of disclosure (Insurance Policies Act, Section 22)

Before granting an insurance, the policyholder and the insured must give correct and full answers to questions put by LeasePlan Insurance which may have a bearing to assessing LeasePlan Insurance's liability. The policyholder and the insured must additionally during the insurance period without undue delay correct any information they have given LeasePlan Insurance and subsequently found to be incorrect or deficient.

In case the policyholder or the insured have, when fulfilling the above-mentioned duty, been guilty of deceitful behaviour, the insurance policy is not binding to LeasePlan Insurance. LeasePlan Insurance will be entitled to keep the premiums paid, even if the policy was cancelled.

2.2.1 Consequences of neglecting the policyholder's duty of disclosure in liability insurance (Insurance Policies Act, Section 23)

In case the policyholder or the insured deliberately or through negligence that cannot be considered minor have neglected their duty of disclosure, the indemnity due to him/her may be reduced or denied. When considering a reduction or denial of indemnity, the significance of the matter that the incorrect or deficient information provided by the policyholder or the insured concerns in the occurrence of the loss must be taken into account. In addition, the intent of the insured or the nature of the negligence as well as other circumstances will be taken into consideration.

3 Inception of insurer's liability and effectiveness of an insurance policy

3.1 Inception of insurer's liability (Insurance Policies Act, Section 11)

The liability of LeasePlan Insurance starts when LeasePlan Insurance or the policyholder has accepted the offer by the other party. The time of acceptance is the time at which the reply was given or dispatched. By mutual agreement between the parties, the inception date can be later but not earlier than this time.

In the event that the policyholder has submitted or sent a written insurance application to LeasePlan Insurance and if it is obvious that LeasePlan Insurance would have accepted the application, LeasePlan Insurance will also be liable for an insured incident that occurred after the application was submitted or dispatched.

The insurance application or a reply accepting the reply submitted or dispatched to a representative of LeasePlan Insurance by the policyholder will be regarded as having been submitted or dispatched to LeasePlan Insurance.

Unless information on the time of the day the reply or application was submitted or dispatched, this will be regarded as having taken place at 12 midnight.

In a fixed-period insurance policy, LeasePlan Insurance's liability starts after payment of the premium regarding the relevant insured period.

3.2 Validity of an insurance policy

After closure of the first insured period, the policy will be valid for the agreed insured period at a time, unless the policyholder or LeasePlan Insurance cancels the policy. An insurance policy may also be cancelled for other reasons discussed in detail in Articles 4.2 and 15.

A fixed-term insurance policy is valid for the agreed period.

4 Insurance premiums

4.1 Payment of insurance premiums (Insurance Policies Act, Section 38)

The insurance premium must be paid within one month of LeasePlan Insurance sending out the request for payment to the policyholder. The first premium need not be paid, however, before the inception of LeasePlan Insurance's liability, nor the later payments before the start of an agreed premium period or insured period.

The insurance premium for a fixed-term insurance must be paid before the insurance becomes effective. Payment of the premium is a prerequisite for the inception of LeasePlan Insurance's liability.

In case a payment made by the policyholder is not adequate to meet all overdue payments to LeasePlan Insurance, the policyholder is entitled to decide which overdue insurance premiums the payment is used to pay off.

4.2 Delayed payment of insurance premiums (Insurance Policies Act, Section 39)

In the event that the policyholder has neglected the payment of the insurance premium within the time limit discussed above in Article 4.1, LeasePlan Insurance will be entitled to cancel the policy with 14 days of notice counted from the date of dispatch of the relevant notification.

If the policyholder pays the insurance premium before the expiry of the period of notice, however, the insurance will not be cancelled at the end of this period. LeasePlan Insurance will refer to this possibility in their notice of termination. In the event that the failure to pay is due to financial difficulties that have affected the policyholder due to illness, unemployment or other particular reason mainly through no fault of his/her own, regardless of the notice the insurance will only be cancelled 14 days after the time at which this difficulty is removed. However, the insurance will be cancelled

no later than within three months of the end of the period of notice. This possibility of continuing the insurance for a fixed term is referred to in the notice of termination.

In case the insurance premium is not paid within the time limit intended in Article 4.1 above, an overdue interest is payable pursuant to the Interest Act.

4.3 Payment of an overdue premium in insurance against damage or loss (Insurance Policies Act, Section 42)

If the policyholder pays the premium after the insurance has been terminated, LeasePlan Insurance's liability will start on the day following the date of payment. In this case, the insurance will be valid until the end of the insured period originally agreed from the time it re-entered into force.

However, if LeasePlan Insurance do not wish to make the terminated insurance policy effective again, LeasePlan Insurance will inform the policyholder within 14 days of the remittance of the insurance premium that they refuse to accept the payment.

4.4 Insurance premium in case the insurance is cancelled before the end of the insured period

In case the insurance policy is cancelled before the agreed point of time, LeasePlan Insurance will only be entitled to the insurance premium for the period over which their liability was effective.

LeasePlan Insurance will refund to the policyholder the share of a paid premium corresponding to the final part of the insured period. The premium will not be refunded, however, in case the policyholder or the insured have acted deceitfully as intended in Article 2.2. Neither will the premium be refunded if the sum to be refunded is less than Euro 8.

4.5 Deducting the premium and other overdue payments

Of a premium refund, unpaid overdue premiums of the recipient of the refund and other overdue payments to LeasePlan Insurance that are undisputed can be deducted in line with the general practice.

5 Provision of information while the policy is valid

5.1 Insurer's duty of disclosure (Insurance Policies Act, Section 7)

After the conclusion of an insurance contract, LeasePlan Insurance will issue the policyholder the insurance policy document and insurance terms.

During the period of validity of the policy, LeasePlan Insurance will annually send the policyholder information on the amount insured and other similar matters concerning the policy that are of obvious importance to the policyholder.

In the event that LeasePlan Insurance or their representative have, during the period of validity of the policy, given deficient, incorrect or misleading information on the policy, the insurance policy will be regarded as being valid such as the policyholder had reason to construe it based on the information received by him/her, in case such deficient, incorrect or misleading information can be regarded as having affected the actions of the policyholder. This does not, however, apply to information that LeasePlan Insurance or their representative have issued on a future indemnity after the occurrence of an insured incident.

5.2 The policyholder's duty of disclosure concerning increased risk in an insurance against damage and loss

The policyholder must inform LeasePlan Insurance of any change essentially increasing the risk of damage in circumstances disclosed to LeasePlan Insurance when issuing the insurance policy or in a state cited in the insurance policy taking place during the insured period, which the insurer cannot be regarded as having taken into consideration when making decisions on the policy. The policyholder must inform LeasePlan Insurance of such a change no later than in association with the following payment of the insurance premium.

In case the insured deliberately or through negligence that cannot be considered minor has neglected to provide information on an increased risk, the indemnity due to him/her may be reduced or denied. When considering a reduction or denial of indemnity, the significance of the changed circumstance that increased the risk had in the occurrence of the damage must be taken into account. In addition, the intent of the insured or the nature of the negligence as well as other circumstances will be taken in consideration.

6 Duty to prevent and limit the occurrence of damage

6.1 Duty to comply with safety regulations of an insurance against damage and loss (Insurance Policies Act, Sections 31, 34)

The insured must comply with the safety regulations given in the insurance policy document, policy terms or otherwise in a written form. In case the insured deliberately or through negligence that cannot be considered minor had neglected to comply with the safety regulations, the indemnity due to him/her may be reduced or denied. When considering a reduction or denial of the indemnity, the significance of failing to comply with the safety regulations in the occurrence of the damage must be taken into account. In addition, the deliberate nature of the insured's actions, the quality of the negligence and other circumstances must also be taken into account.

In a liability insurance, the indemnity cannot be reduced or denied because of negligence of the insured.

If the insured has, however, neglected to comply with the safety regulations deliberately or by gross negligence, or if alcohol or drugs consumed by the insured played a role in the negligence, the indemnity may be reduced or denied.

6.2 Duty to prevent and limit damages in an insurance against damage and loss (Insurance Policies Act, Sections 32, 34 and 61)

In case an insured incident has occurred or is imminent, the insured must to the best of his/her ability ensure that the losses are prevented or limited. In the event that the damage is caused by a third party, the insured must take the necessary steps to safeguard LeasePlan Insurance's rights towards the party having caused the damage. For example, the insured must make an effort to establish the identity of the party having caused the damage. In case the damage was caused by an offence, the insured must without delay report it to the police and call for punishment to the perpetrators in court, in case this is in LeasePlan Insurance's interest. The insured must in all circumstances comply with instructions issued by LeasePlan Insurance to prevent and limit losses. LeasePlan Insurance will reimburse reasonable costs incurred while fulfilling the above-mentioned duty of salvage, even if the amount insured were exceeded.

In case the insured deliberately or through negligence that cannot be considered minor had neglected the duty of salvage intended above, the indemnity due to him/her may be reduced or denied. When considering a reduction or denial of indemnity, the significance of the negligence in the occurrence of the damage must be taken into account. In addition, the deliberate nature of the insured's actions, the quality of the negligence and other circumstances must also be taken into account.

In a liability insurance, the indemnity cannot be reduced or denied because of negligence of the insured.

If the insured has, however, neglected their duty of salvage deliberately or by gross negligence, or if alcohol or drugs consumed by the insured played a role in the negligence, the indemnity may be reduced or denied.

7 Causing of an insured incident

LeasePlan Insurance is free of liability towards an insured who deliberately causes an insured incident (Insurance Policies Act, Sections 28, 30).

Insurance against damage and loss

In the event that the insured caused the insured incident through gross negligence or if alcohol or drugs consumed by the insured played a role in the insured incident, the indemnity due to him/her may be reduced or denied.

Liability insurance (concerns only insurance policies with liability cover)

In the event that the insured caused the insured incident by gross negligence or if alcohol or drugs consumed by the insured played a role in the insured incident, LeasePlan Insurance will nevertheless pay as indemnity out of the liability insurance to an injured party who is a natural person the share of compensation that he/she has been unable to collect because of the insured's insolvency established in recovery or bankruptcy proceedings.

8 Comparable parties in insurance against damage and loss (Insurance Policies Act, Section 33)

What is said above about the insured in association with causing an insured incident, compliance with safety regulations or the duty of salvage shall also apply to a person

- 1) who by the consent of the insured is responsible for a self-propelled or towable vehicle, vessel or aircraft that is the object of the insurance;
- 2) who owns the property insured together with the insured and uses it together with him/her; or
- 3) who lives in the same household with the insured and uses the insured's property together with him/her.

What is said above of the insured as regards compliance with safety regulations also applies to a person whose task it is, based on an employment or civil service contract, to ensure compliance with the safety regulations.

9 Irresponsibility and emergencies

9.1 Insurance against damage and loss (Insurance Policies Act, Section 36)

LeasePlan Insurance will not make appeal to Articles 6 and 7 mentioned above in order to be free of liability or to limit their liability, if the insured is, when causing the insured incident or neglecting to comply with the safety regulations or the duty of salvage, younger than 12 years of age or in such a state of mind that he/she could not be convicted of a crime. LeasePlan Insurance will not make appeal to Articles 5.2, 6 and 7 in order to be released from liability or to limit their liability if the insured, when causing the increased risk or insured incident or neglecting to comply with the safety regulations of the insurance against damage and loss was acting to prevent personal injury or loss of property in circumstances where the negligence or action was justifiable. What is said in this Article of the insured or a comparable person in terms of an insurance against damage or loss, also applies to the insured in Article 8.

10 Processing of claims

10.1 Duties of the claimant

The claimant must submit to LeasePlan Insurance all documents and information that are necessary to establish LeasePlan Insurance's liability. These documents and information include those making it possible to establish if an insured incident has taken place, the extent of losses caused and to whom the indemnity must be paid. The claimant has the duty to obtain at his/her cost the information that is the most readily available to him/her, however also taking into account LeasePlan Insurance's possibilities of obtaining information.

LeasePlan Insurance will not be liable to indemnify before obtaining the above-mentioned information. If the claimant has after the insured incident deceitfully provided LeasePlan Insurance false or deficient information which is significant in terms of investigating the insured incident and LeasePlan Insurance's liability, the indemnity may be reduced or denied completely according to what is reasonable considering the circumstances.

The insured must, to the best of his/her ability, take part in investigating the loss and contribute to establishing the actual reason for it and the party having caused it. The insured must not, by leaving the scene of the accident, consuming alcohol or drugs after the incident or otherwise hinder the investigation of the damage.

LeasePlan Insurance must be reserved an opportunity of inspecting the damaged property before steps are taken to repair or destroy it.

10.2 Expiry of right to indemnity (Insurance Policies Act, Section 73)

The indemnity must be claimed from LeasePlan Insurance within one year of the date on which the claimant was informed of their possibility of obtaining indemnity, and no later than within 10 years of the occurrence of the insured incident. Giving notification of the insured incident is comparable to putting forward an insurance claim. If the insurance claim is not submitted within this time limit, the claimant will forfeit their entitlement to indemnity.

10.3 LeasePlan Insurance's duties (Insurance Policies Act, Section 70)

After the occurrence of an insured incident LeasePlan Insurance will inform the claimant, such as the insured and beneficiary, of the policy contents and the procedure for claiming indemnity. Any preliminary information given to the claimant on the future indemnity, indemnity amount or manner of paying the indemnity will not affect the duty to pay pursuant to the insurance contract.

LeasePlan Insurance will pay the indemnity due to the insured incident in accordance with the policy or inform the claimant of non-payment without delay and no later than within 30 days of receiving the necessary documents and information for establishing their liability. In case the amount of indemnity is disputable, LeasePlan Insurance will however remit the undisputed part within the above-mentioned time limit. For a delayed indemnity payment, LeasePlan Insurance will pay overdue interest as provided in the Interest Act (633/82).

10.4 Deducting the premium and other overdue payments

Any unpaid and overdue insurance premiums and other overdue undisputed payments to LeasePlan Insurance from the insured and the insurance policy under which the indemnity is claimed can be deducted from the indemnity following general practices.

11 Indemnity in insurance against damage and loss

11.1 Over insurance and prohibition of unjust enrichment (Insurance Policies Act, Section 57)

The property or benefit is over insured, if the amount insured cited in the insurance policy is considerably greater than the actual value of the insured property or benefit. LeasePlan Insurance will not pay indemnity due to an insured incident having occurred to over insured property or benefit exceeding what is needed to cover the losses. If the amount insured is, however, in an essential way based on an estimate given by LeasePlan Insurance or their representative, indemnity out of the over insurance will be paid in accordance with the amount insured, except whenever incorrect or deficient information given by the policyholder had affected the estimate.

11.2 Underinsurance

The property or benefit is underinsured, if the amount insured cited in the insurance policy is considerably less than the actual value of the insured property or benefit.

LeasePlan Insurance will only pay indemnity for losses due to an insured incident sustained by underinsured property or benefit to the extent based on the proportion between the amount insured and the value of the property or benefit. If the amount insured is, however, in an essential manner based on an estimate given by LeasePlan Insurance or their representative, the total loss amount will be indemnified, however not exceeding the insured amount.

12 Appealing a decision by LeasePlan Insurance (Insurance Policies Act, Section 8)

There are several recourses available to a policyholder or claimant who wishes to appeal a decision made by LeasePlan Insurance. He/she can take legal action against LeasePlan Insurance. Before this, he/she can ask for advice and guidance from the Consumers' Insurance Agency or request for a recommended solution from a Board. Being processed by a Board will not prohibit initiating a legal action. The Boards, on the other hand, will not hear a case that has been heard or is pending in court.

12.1 Self-adjustment

In case the policyholder or claimant suspects an error in a claims settlement decision or other decision made by LeasePlan Insurance, he/she is entitled to receive more detailed information on matters having resulted in the decision. LeasePlan Insurance will rectify the decision, if this is warranted by the results of re-examination.

12.2 The Consumers' Insurance Agency and Boards that give recommended solutions

LeasePlan Insurance's decision can be processed by the Finnish Insurance Complaints Board working in association with the Consumers' Insurance Agency. Its task is to give recommended solutions in disputes concerning the interpretation of laws and insurance terms and their application in an insurance relationship.

The advisory services and opinions of the Boards are available free of charge.

12.3 Court of First Instance (Insurance Policies Act, Section 74)

In case the policyholder or claimant is not happy with LeasePlan Insurance's decision, he/she can take legal action against LeasePlan Insurance. This action can be initiated either in the court of first instance in the place of residence of an interested party in Finland, that of LeasePlan Insurance's registered offices or that of the scene of the insured incident, unless otherwise provided in international conventions binding Finland. A legal action relevant to a decision made by LeasePlan Insurance must be initiated within three years of the date on which the interested party was informed of LeasePlan Insurance's decision and this time limit in writing. After expiry of this time limit, there will be no entitlement to file a case.

13 Insurer's right of recourse

13.1 LeasePlan Insurance's right of recourse towards a third party (Insurance Policies Act, Section 75)

The entitlement of the insured to indemnity for a loss for which a third party is liable is transferred to LeasePlan Insurance up to the amount of indemnity paid by LeasePlan Insurance.

In case the loss was caused by a natural person in his/her capacity as a private person or an employee, civil servant or other person intended in Section 4.1 of the Delictual Liability Act, LeasePlan Insurance will only have a right of recourse towards this person if he/she caused the damage deliberately or by gross negligence or if he/she is liable regardless of negligence.

In policies where the object of insurance is a motor vehicle, LeasePlan Insurance will, regardless of what is said above, also have a right of recourse towards a party having caused the damage

1. by negligence when driving a vehicle taken in use without authorisation
2. when operating the object of the insurance in a state where his/her blood alcohol content while driving or afterwards was no less than 1.2 per mille, or he had no less than 0.53 milligrams of alcohol in one litre of air exhaled
3. when otherwise operating the object of the insurance under the influence of alcohol or other intoxicant or the combined influence of alcohol and another intoxicant so that his/her capacity for faultless performance was significantly compromised.

13.2 LeasePlan Insurance's right of recourse towards a policyholder, insured or party comparable with the insured in insurance against damage or loss (Insurance Policies Act, Chapter 4)

LeasePlan Insurance may claim the indemnity paid to an insured intended in Article 16.1 or part thereof back from the policyholder, insured or party comparable with the insured under Article 8 who has caused the insured incident (Article 7) or neglected duties under Articles listed below:

- 2.2 (duty of disclosure when concluding an insurance contract)
- 5.2 (duty of disclosure concerning increased risk)
- 6.1 (duty to comply with safety regulations)

- 6.2 (duty to prevent and limit losses).

Based on the right of recourse, LeasePlan Insurance may claim back an indemnity paid in its entirety, if LeasePlan Insurance would on grounds cited in Articles 2.2, 5.2, 6.1, 6.2 and 7 be free of liability or entitled to refuse indemnity. If the indemnity would have been reduced pursuant to Articles listed above, LeasePlan Insurance may claim back the part of the indemnity corresponding to the reduction.

14 Modifying an insurance policy

14.1 Modifying the policy terms of insurance against damage and loss during the insured period (Insurance Policies Act, Section 18)

LeasePlan Insurance is entitled to change the policy premium or other insurance terms to correspond with changed circumstances during the insured period, if

- 1) the policyholder or the insured has neglected their duty of disclosure intended in Article 2.2
- or
- 2) a change intended in Article 5.2 has taken place in the circumstances of which the policyholder or insured notified

LeasePlan Insurance when the policy was issued or cited in the policy document.

LeasePlan Insurance will send out notification of how and from what date the insurance premium or other terms will change without due delay after becoming aware of the above-mentioned changes. This notification will make reference to the fact that the policyholder is entitled to cancel the insurance policy.

14.2 Modifying policy terms at the turn of the insured period

14.2.1 Notification procedure (Insurance Policies Act, Section 19)

LeasePlan Insurance is entitled to change insurance terms and premiums as the insurance period changes on the grounds of

- new or amended legislation or regulations by an authority
- an unpredictable change in circumstances (e.g. an international crisis, exceptional natural catastrophe, major accident)
- a change in an index affecting insurance
- a change in claims expenditure.

(General terms and conditions of LeasePlan Insurance LeasePlan Insurance Company LeasePlan Insurance Company)

LeasePlan Insurance is also entitled to make minor changes in the insurance terms that have no bearing on the essential content of the insurance policy.

In case LeasePlan Insurance proceeds to make modifications described in the general terms and conditions as in Article 15.3, LeasePlan Insurance will send to the policyholder, together with the payment request, a notification of how the insurance premium or other terms will change. This notification will make reference to the fact that the policyholder is entitled to cancel the insurance policy. The change will become effective from the beginning of the insured period that follows next after a period of one month from sending out the notification.

14.2.2 Changes requiring cancellation of the policy (Insurance Policies Act, Section 19)

If LeasePlan Insurance changes the insurance terms, premiums or other contract terms in other ways than those listed in Article 15.3.1 of the general insurance terms, or removes from the policy a benefit that has been aggressively marketed, LeasePlan Insurance must terminate the insurance policy to expire at the end of the insured period. The termination will take place in writing no later than one month before the end of the insured period.

15 Cancellation of an insurance policy

15.1 The policyholder's right to cancel an insurance policy (Insurance Policies Act, Section 12)

The policyholder has the right to cancel the insurance policy to end during the insured period at any time. The cancellation must be effected in writing. Any other form of cancellation is null and void. If the policyholder has not given a cancellation date for the insurance policy, it will be cancelled once the notification concerning the cancellation has been submitted or dispatched to LeasePlan Insurance.

The right to cancellation does not apply, however, if the agreed period of validity of the insurance is less than 30 days.

15.2 LeasePlan Insurance's right to terminate an insurance against damage and loss during the insured period (Insurance Policies Act 15)

LeasePlan Insurance has the right to terminate the insurance policy to end during the insured period if

- 1) the policyholder or the insured have, before the insurance is issued, provided false or deficient information and if LeasePlan Insurance would not have issued insurance had they been aware of the actual situation
- 2) a change essentially increasing the risk that LeasePlan Insurance cannot be regarded as having taken into account when issuing the policy has taken place in the circumstances of which the policyholder or the insured notified LeasePlan Insurance when the policy was being issued or in a circumstance cited in the policy document during the insured period
- 3) the insured has deliberately or by gross negligence omitted to comply with the safety regulations
- 4) the insured has deliberately or by gross negligence caused an insured incident or
- 5) the insured has, after the occurrence of an insured incident, deceitfully provided LeasePlan Insurance with false or deficient information, which is significant in terms of assessing LeasePlan Insurance's liability).

15.3 Insurer's termination procedure (Insurance Policies Act, Section 15)

LeasePlan Insurance will terminate the policy in writing without undue delay after being informed of grounds for termination. The insurance is terminated within two months of dispatching the notification thereof. LeasePlan Insurance's right to terminate the insurance policy because of non-payment of the premium is provided for in Article 4.2.

15.4 LeasePlan Insurance's right to terminate an insurance against damage or loss at the end of the insured period (Insurance Policies Act, Section 16)

LeasePlan Insurance has the right to terminate the insurance policy at the end of the insured period. The termination will take place in writing no later than one month before the end of the insured period.

15.5 Change of title in insurance against damage or loss (Insurance Policies Act, Section 63)

An insurance against damage and loss is terminated, if the property of the insured is transferred to another new owner than the policyholder themselves or their estate. If the insured incident takes place within 14 days of the change of title, the new owner is however entitled to compensation, if he/she has not insured the property.

16 The rights of a third party in an insurance against damage and loss

16.1 Other insured to whose benefit the property insurance is valid (Insurance Policies Act, Section 62)

Other than what is provided in the Articles headed "The Insured" of these insurance terms about the insured, an insurance concerning property will be valid for the owner, a party having bought the property on terms of reservation of title, holder of right of lien and right of retention and otherwise for the party to whom the responsibility for a risk associated with the property falls.

16.2 Position of the insured after the occurrence of an insured incident (Insurance Policies Act, Section 65)

LeasePlan Insurance will only make appeal to neglect of duty of disclosure (Article 2.2) or giving notification of an increased risk (Article 5.2) by the policyholder or another insured to reduce or deny indemnity due to an insured party intended in the previous Article if the insured intended in Article 16.1 knew or he/she should have known about the

actions of the policyholder or another insured. Each insured is entitled to indemnity paid out due to an insured incident. The policyholder is, however, entitled to negotiate with LeasePlan Insurance in a manner that is binding to the insured and draw indemnity, except if the insured is cited by the name in the policy or he/she has announced that he/she will be looking after his/her own interest, or the issue is a mortgage holder's right to receive payment out of the indemnity.

16.3 Privilege to receive payment out of indemnity (Insurance Policies Act, Section 66)

If the property insurance policy is valid for a person who has a right of lien to the property as a security for a debt, he/she has, even if the debt was not overdue, the right to receive payment out of the indemnity before the owner, unless the owner has repaired the damage or set a security for its repair. What is said above is similarly valid for a person who has the right to hold the property as a security for an overdue debt. The owner is entitled to receive payment out of the indemnity before a party having bought the property on terms of reservation of title. The provisions on a mortgage holder's right to insurance indemnity apply to a mortgage holder's right to receive payment out of the indemnity.

16.4 An injured party's entitlement to a compensation in liability insurance (Insurance Policies Act, Section 67)

In case of a liability insurance, the injured party is entitled to demand compensation based on the insurance policy directly from LeasePlan Insurance, if the insured has been declared bankrupt or he/she is otherwise insolvent.

If a demand for compensation is put to LeasePlan Insurance, LeasePlan Insurance will inform the insured thereof without undue delay and reserve him/her an opportunity to provide information on the insured incident. The insured will also be informed of any further processing of the matter. If LeasePlan Insurance accepts the demand for compensation of the injured party, this acceptance is not binding to the insured.

16.5 An injured party's entitlement to appeal in a liability insurance policy (Insurance Policies Act, Section 68)

The injured party has the right to bring legal action against LeasePlan Insurance because of the indemnity decision, or to submit the matter to the Insurance Complaints Board as described in Article 12.

Processing of loss statistics

We hand over information on incidents reported to LeasePlan Insurance to the shared incident register of insurance companies.

At the same time, we check the incidents reported to other insurance companies. We only use this data in connection with processing claims in order to fight insurance fraud.

The contact details of LeasePlan Insurance and its claims agent:

Insurance company:

Euro Insurances DAC trading as LeasePlan Insurance
Ground Floor,
LeasePlan House,
Central Park,
Leopardstown, Dublin 18,
Ireland



Claims Agent:

LeasePlan Insurance.
c/o Crawford & Company (Sweden) Ab
Mikonkatu 15 B
00100 HELSINKI