

Temporary motor liability insurance terms and conditions

1.12.2024

1. Scope of insurance terms and conditions

The insurance terms and conditions apply to vehicle-specific motor liability insurance (temporary motor liability insurance) granted to private persons as well as companies and organisations for the temporary use of a motor vehicle used in traffic in accordance with section 2 (18) of the act governing motor liability insurance.

2. Policy validity area

Temporary motor liability insurance is valid in all countries that are members of the European Economic Area (EEA). In non-EEA countries that have joined the general agreement on the Green Card System, temporary motor liability insurance is valid as liability insurance on the basis of a green card issued by the Finnish Motor Insurers' Centre, or without a green card, when one is not necessary. The compensation for an accident occurred in these countries is determined in accordance with the legislation of the country in question.

3. Contents of insurance

The temporary motor liability insurance compensates for personal injury and property damage caused by the use of a motor vehicle in traffic in Finland, in accordance with the provisions of the act governing motor liability insurance.

According to the act governing motor liability insurance, temporary motor liability insurance also compensates a citizen of an EEA country for a traffic accident that has occurred in a transit area in a country other than a member of the Green Card System in the event of an direct journey from one EEA country to another EEA country.

Temporary motor liability insurance corresponds to the insurance cover pursuant to the legislation of the EEA country in which the accident occurred, or the insurance cover in accordance with this act if it is better than the former.

The injured party residing in Finland may choose that a personal injury caused by the use of the insured vehicle in traffic elsewhere in the EEA than in Finland is compensated under Finnish law in the event that the damage would, in accordance with the provisions on conflict of laws, be compensated under the law of a country other than Finland.

4. Insurance contract

4.1. Insurer and policyholder

The insurer is the Finnish Motor Insurers' Centre.

The policyholder must be the same person, company or organisation to whom the transfer permit has been issued.

4.2. Obligation of the policyholder to provide information before concluding an insurance contract

Before an insurance policy is issued, the policyholder must provide correct and complete answers to the questions posed by the Finnish Motor Insurers' Centre or its representative, which may be relevant for the assessment of the liability of the Finnish Motor Insurers' Centre. If the policyholder has

intentionally or through gross negligence neglected the obligation to provide information under the Insurance Contracts Act, and the Finnish Motor Insurers' Centre, having received the correct information, would have issued insurance for a higher fee, the Finnish Motor Insurers' Centre, having been informed of this, has the right to charge a higher insurance fee retroactively.

In addition, during the insurance period, the policyholder shall, without undue delay, rectify the information provided to the Finnish Motor Insurers' Centre that they have found to be incorrect or incomplete.

5. Commencement of the liability of the Finnish Motor Insurers' Centre

The Finnish Motor Insurers' Centre's liability begins, unless another time has been individually agreed with the policyholder, when the Finnish Motor Insurers' Centre or the policyholder gives or submits a positive response to the offer of the other party. The commencement of the liability of the Finnish Motor Insurers' Centre cannot be made earlier by agreement.

If the policyholder has filed or submitted a written insurance application to the Finnish Motor Insurers' Centre and it is obvious that the insurer would have accepted the application, the Finnish Motor Insurers' Centre is also responsible for the insurance event that occurs after the application has been filed or submitted. An insurance application or a positive response given or submitted by the policyholder to a representative of the Finnish Motor Insurers' Centre shall be deemed to have been given or submitted to the Finnish Motor Insurers' Centre.

If there is no account of the time of day at which the response or application was given or submitted, this will be deemed to have occurred at 12:00 pm.

The payment of the insurance premium for the insurance period is a prerequisite for the commencement of the liability of the Finnish Motor Insurers' Centre.

6. Term of the insurance contract

Temporary motor liability insurance is granted for the period of validity of the transfer permit.

7. Premium

7.1. Basis of premium

The insurance premium is calculated in accordance with the payment criteria applied by the Finnish Motor Insurers' Centre and section 20 (2) of the act governing motor liability insurance.

7.2. Refund of premium

The insurance premium paid will not be refunded from the temporary motor liability insurance, even if temporary motor liability insurance ends before the original end date of the insurance.

8. insurance and claims history

Temporary motor liability insurance does not accumulate and take into account the insurance and claims history. No separate certificate is issued regarding the period of validity of the insurance and any damage that has occurred during it.

9. Termination of the insurance contract

The insurance contract expires at the end of the period of validity indicated in the insurance policy or when the transfer permit ends, for another reason, earlier than the period of validity indicated in the insurance policy.

10. Right of recourse of the Finnish Motor Insurers' Centre

The right of recourse of the Finnish Motor Insurers' Centre against the person who caused the damage is determined in accordance with section 73 of the act governing motor liability insurance.

11. Measures in case of damage

The policyholder shall, without delay after being informed of the accident, notify the Finnish Motor Insurers' Centre of a traffic accident in writing using the appropriate accident notification form, if possible. The policyholder is obliged to provide the Finnish Motor Insurers' Centre with all the information and documents necessary to process the compensation matter.

If compensation is claimed from the policyholder or another party involved in the damage, the policyholder must refer the claim to the Finnish Motor Insurers' Centre.