



Group Insurance Terms and Conditions for Vehicle Trade

RY YR, insurance terms and conditions, valid as of 1 January 2024

CONTENTS

Collective motor liability insurance, special terms and conditions 1

Comprehensive motor vehicle insurance for dealerships, special terms and conditions 2
Fire, theft and vandalism insurance, special clause 5

The Customer and Pohjola Insurance Ltd (hereinafter “the insurance company”) have signed an agreement for the management of insurance policies on the basis of either clause 1 or 2 below or both.

1. Frame agreement, terms and conditions of agreement
 - Collective motor liability insurance, special terms and conditions
 - Comprehensive motor vehicle insurance for dealerships, special terms and conditions
2. Fire, theft and vandalism insurance, special clause (vehicles in for storage, service, repairs or painting)

When not separately stated in these special terms and conditions, the General Terms of Contract, motor liability insurance terms and conditions and motor vehicle insurance terms and conditions apply.

COLLECTIVE MOTOR LIABILITY INSURANCE, SPECIAL TERMS AND CONDITIONS

1 Grounds for issuing the insurance

Collective motor liability insurance for vehicle trade and comprehensive motor vehicle insurance for dealerships may be issued to businesses that generate a majority (over 50%) of net sales from vehicle trade.

2 Scope of application of the insurance

2.1 The insurance policy covers

- motor vehicles and towed equipment coupled to vehicles and subject to registration which are owned by the policyholder for sales or presentation purposes

- motor vehicles permanently handed over into the possession of the policyholder with a contract of sale or a lease agreement if the vehicle owner is an importer, finance company or a business engaged in the vehicle trade (incl. section 35b of the Act on Vehicle Sales Tax)
- a vehicle handed over for permanent use by a person in the service of the policyholder, whose duties are directly related to the revenue on which the premium is based
- a vehicle handed over to the customer for the duration of maintenance or repair of the customer's own vehicle in the policyholder's, or until a vehicle purchased by the customer has been delivered
- test registration plates registered to the policyholder and used for sales and presentation purposes which the insurer has approved to the collective motor liability insurance policy.

2.2 Exclusions from cover

- motor vehicles that are part of the policyholder's fixed assets and in the policyholder's personal use (such as driving school vehicles, tow trucks and service vans)
- motor vehicles rented without a driver
- test registration plates whose test plate certificate is not in force

2.3 Territorial limits

Collective motor liability insurance is valid in all European Economic Area (EEA) states. In non-EEA countries that have signed the Green Card Agreement, motor liability insurance is valid as a general liability insurance on the basis of a Green Card issued by an insurance company, or without it, when one is not necessary. In these countries the amount of compensation for road accidents is

determined under the legislation of the country where the accident took place.

Insurance linked to test or transfer plates is valid only in Finland, Sweden, Norway and Denmark when the vehicle departed from Finland.

3 Start and expiry of the insurance company's liability

The insurance company's liability commences at the earliest on the date agreed by the parties and entered in the insurance policy.

The insurance company's liability for the vehicle's use in traffic begins when

- the vehicle has been transferred to the policyholder's ownership or permanent possession or
- possession of the vehicle has been restored to the policyholder.

Possession is deemed restored after the vehicle has been returned to a location specified by the policyholder or to a representative of the policyholder.

3.1 Expiry of liability without notice

3.1.1 Transfer of right of ownership and possession

The insurance company's liability for the vehicle ends without notice when the insured vehicle's owner or holder changes as a result of legal action.

However, the insurance compensates losses that occurred within seven days of the transfer or ownership or change of the vehicle's holder unless the vehicle new owner or holder has taken out a new policy within this period.

The Act on the Calculation of Time Limits applies to the insurance company's liability for road accidents under the terminated insurance policy.

3.1.2 Failure to submit a declaration of change

If the declaration of change of owner or holder of a vehicle entered in the Vehicular and Driver Data Register to the policyholder is not made to the register within seven days of the change, the insurance company's liability shall expire after the specified time limit. If the declaration of change to the Vehicular and Driver Data Register is made later, the insurance company's liability shall restart at the time of submitting the declaration.

4 Validity of the insurance contract

After the first insurance period, the insurance contract is valid for one agreed insurance period at a time, unless the policyholder or the insurance company terminates the contract. Notice of termination must be given in writing at least three months before the end of the insurance period.

If, despite the insurance company's written reminders, the policyholder fails to comply with these insurance terms and conditions, the insurance company may terminate the policy with immediate effect but no earlier than 14 days after the date of termination.

5 Insurance period

The insurance period is one year unless otherwise agreed and specified in the insurance policy.

6 Insurance premium

The insurance premium is calculated according to the premium basis applied by the insurance company. When the insurance period is renewed, the insurance premiums are adjusted in the manner specified in the terms and conditions of the Frame Agreement.

7 Measures to be taken in a claim situation

Any road accident that may lead to a claim must be reported in writing by the policyholder to the insurance company or its representative as soon as the policyholder has learned of the accident. The policyholder is required to supply the insurance company with any information and documents needed for the processing of the claim.

If damages are claimed from the policyholder or another party involved in the accident, the claim must be forwarded to the insurance company.

COMPREHENSIVE MOTOR VEHICLE INSURANCE FOR DEALERSHIPS, SPECIAL TERMS AND CONDITIONS

1 Grounds for issuing the insurance

Comprehensive motor vehicle insurance for dealerships may be issued to businesses that have a valid collective motor liability insurance policy or test plate motor liability insurance with our company.

2 Purpose of insurance

In accordance with these special terms and conditions of comprehensive motor vehicle insurance for dealerships, motor vehicle insurance terms and conditions (AU YR) and the General Terms of Contract (YL), the insurance company agrees to indemnify any direct material damage caused to the object of insurance by an insurance event as well as other expenses specified in the terms and conditions (to the extent they are not covered by some other insurance). Unless otherwise stated in these special terms and conditions, the aforementioned motor vehicle insurance terms and conditions and General Terms of Contract in force at the time shall apply in the stated order of precedence.

3 Content of the insurance

The insurance includes Maxi Motor Insurance, Medium Motor Insurance or other insurance cover stated in the policy document, in the form specified in the aforementioned motor vehicle insurance terms and conditions.

Maxi Motor Insurance always includes

- Return insurance
- Financial insurance

4 The insurance policy covers

In accordance with clause 20 of motor vehicle insurance terms and conditions, the following vehicles are covered by the insurance

- motor vehicles and towed equipment coupled to vehicles and subject to registration which are owned by or in the permanently possession of the policyholder and are part of the sales stock, if a declaration of change on the transfer of the right of ownership or possession of a registered vehicle to the policyholder has been submitted to the Vehicular and Driver Data Register within seven days of the change of ownership or possession. If the declaration of change is submitted to the Vehicular and Driver Data Register later than this, the vehicle is covered by the insurance starting from the date of notification
- unregistered motor vehicles and working machines belonging to the policyholder's inventory and owned by the dealership and which have been considered when determining the insurance premium. Ownership of the vehicle must be demonstrated with a deed of sale
- a vehicle, which is owned by the importer, a finance company or a business engaged in the motor vehicle trade, which holds a collective motor liability insurance, and is used by the policyholder for sales or presentation purposes
- a vehicle which a car dealer hands over to the customer with a hire-purchase or lease agreement, in the case where a vehicle-specific insurance policy has not been granted, but for no more than 30 days from the date that the policyholder is notified of the reason why a vehicle-specific insurance policy cannot be granted
- motor vehicles owned by the customer, if they are used by or are the responsibility of a car dealer for purchase, sale, repair or maintenance purposes
- a vehicle handed over for permanent use by a person in the service of the policyholder, whose duties are directly related to the revenue on which the premium is based
- a vehicle handed over to the customer for the duration of maintenance or repair of the customer's own vehicle in the policyholder's or until a vehicle purchased by the customer has been delivered.

5 Validity of insurance and restrictions

5.1 All vehicles

The insurance is valid while the object of insurance is in Finland

- in storage or transit in or between specified insurance locations
- in storage, transit or transport elsewhere than the insurance location for the purpose of repair, service, pre-sale preparation or sales presentation for a period of up to 14 days. With respect to working machines, the insurance is valid during test drives of up to 14 days
- returned to the policyholder's possession.

The vehicle is considered to have been returned to the

possession of the policyholder when it has been returned to a location specified by the policyholder or to a representative of the policyholder.

5.2 Validity outside Finland

Under clause 21 of motor vehicle insurance terms and conditions, the insurance is valid outside Finland only when the vehicle has been handed over for continuous use of a car salesperson or other person employed by the policyholder.

In the case of vehicles first registered outside Finland, comprehensive motor vehicle insurance for car dealers is valid during transport from Europe to Finland for up to 14 days following the transfer of ownership. The policyholder's ownership of the vehicle must be demonstrated with a deed of sale specifying the vehicle. The insurance is valid everywhere in Europe and in Green Card countries outside Europe except in Russia and its non-European parts. An exception to this is legal expenses insurance, which is valid only in Finland.

If the policyholder intends to register the vehicle in Finland and has declared taxes on the vehicle, the basis of compensation is the vehicle's fair value in Finland, including motor vehicle tax, prior to the loss event if it is not possible to cancel the tax return or tax decision.

If the tax return or tax decision can be cancelled, the basis of compensation is the vehicle's fair value in the country of purchase, plus the fee charged for the cancellation and subsequent amount of motor vehicle tax that falls due.

If no tax return has been filed on the vehicle, the basis of compensation is its fair value in the country of purchase.

In assessing fair value, the insurance company takes into account the market situation and individual factors related to the vehicle's condition.

The indemnity will be paid exempt from tax if the insured party or the party suffering loss/damage or the injured party has the right to deduct or receive a refund of VAT or an equivalent foreign tax. This also applies to motor vehicle tax or other similar charges.

5.3 Restrictions on the validity of insurance

With respect to vehicles handed over to a customer for a test drive, on loan or other temporary use, the insurance is valid only when

- a use permit form has been completed in full in advance and
- the customer has a permanent residence in Finland.

5.4 Validity of emergency road service insurance during decommissioning

Emergency road service included in comprehensive motor vehicle insurance for car dealers is valid during decommissioning when the vehicle is used with test registration plates for a transfer that is directly related to the vehicle's manufacture, sale, outfitting, repair or inspection.

6 Coverable losses and related restrictions

In accordance with motor vehicle insurance terms and conditions and these special terms and conditions, a coverable insurance event is a loss that occurs to the object of insurance during the insurance's validity.

6.1 Maxi Motor Insurance also reimburses the dealership's customer for the notional amount of bonus loss or motor liability and motor vehicle insurance as well as the deductible of motor vehicle insurance when a person employed by the dealership has caused a loss covered by insurance with the customer's vehicle.

6.2 Contrary to clause 20.9, legal expenses insurance of comprehensive motor vehicle insurance for dealerships is valid only for the driver in legal cases that concern the vehicle's operation in traffic.

6.2.1 With respect to imported vehicles, legal expenses insurance is valid only in Finland.

6.3 Return insurance covers

- costs of collecting the insured vehicle from another location and returning it to its usual station
- costs incurred by damage to the vehicle, provided that the loss is covered by motor vehicle insurance terms and conditions, or
- material damage due to losing the vehicle,

if a vehicle handed over to a customer (see also clause 5.3) for a test drive or other temporary use is not returned to the policyholder by the agreed time due to fraudulent conduct by the customer, or if 30 days have elapsed since the insurance company has received a report of the offence filed to the police.

6.4 The purpose of financial insurance is to cover damage to a motor vehicle sold through a hire purchase contract or rented through a leasing agreement, to the extent that the damage is not covered by vehicle-specific motor vehicle insurance or the amount of compensation has been reduced on the basis of clause 53.1 of motor vehicle insurance terms and conditions. With respect to motor vehicles sold on hire purchase, however, the damage is covered only if the policyholder has repossessed the vehicle and outstanding payments remain on the vehicle after a settlement in accordance with the Hire-Purchase Act (18.2.1966/91) (see motor vehicle insurance terms and conditions clause 53.1).

6.5 Restrictions on liability for damages

The insurance does not cover loss or damage caused to

- vehicles used by the policyholder for a purpose other than sale, including school, tow and maintenance vehicles, vehicles rented out without a driver and other vehicles reserved for loan or rental use
- vehicles whose ownership has been transferred to a customer
- vehicles transferred to a customer through a hire purchase or leasing agreement, with the exception of what is stated in clause 4.

Nor does the insurance cover direct damage caused to the vehicle during repairs, service or other similar work, with the exception of fire damage.

No compensation is paid under the theft insurance or return insurance of comprehensive motor vehicle insurance for dealerships if the vehicle has been taken into use without authorisation at the insurance location using the vehicle's keys obtained by means other than burglary or theft.

7 Amount of indemnity and method of payment

The amount of indemnity and the insurer's indemnification liability are specified in the motor vehicle insurance terms and conditions.

8 Deductible

For each and every loss, the policyholder has a deductible specified in the insurance policy.

8.1 Deductible for theft and vandalism damage outside business hours

8.1.1 Vehicles in indoor storage

The deductible for theft and vandalism damage is the amount specified in the insurance policy, provided that all doors to the building controlled by the business in which the vehicle is stored in locked premises are equipped with locks and alarms approved by Finance Finland (FFI). Windows and other access routes to the building must be closed. Locks and door alarms must be operational at the time of the loss.

In other situations that meet the prerequisites for indemnification, the deductible is twice the amount stated in the insurance policy.

8.1.2 Vehicles in outdoor storage

The deductible for theft and vandalism damage is the amount specified in the insurance policy, provided that the outdoor area controlled by the business in which the vehicle is stored in locked and fenced premises is equipped with alarms approved by Finance Finland (FFI) or approved surveillance equipment. The alarms and surveillance equipment must be operational at the time of the loss.

In other situations that meet the prerequisites for indemnification, the deductible for the loss is twice the amount stated in the insurance policy.

If the vehicle is unlocked, the insurance will not cover any theft or vandalism damage to the vehicle's interior.

8.2 Special deductible for used vehicles imported from abroad

The deductible is twice the amount stated in the insurance policy and no less than 1,500 euros.

9 Validity and termination of the insurance contract

After the first insurance period, the insurance contract is valid for one agreed insurance period at a time, unless the policyholder or the insurance company terminates the contract. Notice of termination must be given in writing at least three months before the end of the insurance period.

If, despite having been requested, the policyholder fails to notify the company of relevant information related to the insurance policy (such as information on net sales used as the basis for determining the amount of premium) or the information no longer meets the prerequisites for issuing the policy, the insurance company has the right to terminate the policy for those policyholders not comparable to consumers with 14 days' notice and otherwise at the end of the insurance period at the latest.

FIRE, THEFT AND VANDALISM INSURANCE, SPECIAL CLAUSE

Vehicles in for storage, service, repairs or painting

1 Purpose of insurance

The purpose of the insurance is to cover damage to the object of insurance under the motor vehicle insurance terms and conditions and these special terms and conditions to the extent that the damage is not covered by vehicle-specific insurance.

2 Object of insurance

The objects of insurance are customers' motor vehicles, including accessories included in the vehicle's standard price, in service, repairs or painting or storage at or in the vicinity of a garage, repair or paint shop or storage facility in Finland owned by or in the possession of the policyholder and listed in the insurance policy.

3 Validity of insurance

Fire, theft and vandalism insurance is valid while the vehicle remains in storage in Finland at a location listed in the insurance policy. During service, repair or painting of the vehicle, the insurance is valid only for fire damage.

4 Sum insured and under-insurance

The upper limit of the insurance company's liability is the vehicle's fair value (motor vehicle insurance terms and conditions clause 26.2.1).

If, at the time of loss, the number of vehicles in storage and/or undergoing work exceeds the number specified in the insurance policy, the insurance covers only that part of the damage for which the amount of insurance premium charged corresponds to the amount of premium required for the number of vehicles in storage or undergoing work at the time of the loss (General Terms of Contract YL clause 11).

5 Deductible

The policyholder's deductible in coverable losses is the amount stated in the policy document. A series of events that results from the same cause is considered a single loss.

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