

# Frontier motor liability insurance terms and conditions 1 January 2017

### 1. Scope of application for the insurance terms and conditions

These terms and conditions are applied to private citizens as well as companies and associations in the issuing of vehicle-specific motor liability insurance policies for a vehicle temporarily used in traffic (frontier motor liability insurance policies). For motor vehicles registered in a country that is not a member of the Green Card system, a frontier motor liability insurance policy must be taken out for the vehicle for the entire duration the vehicle is in the country. If a vehicle is registered in a Green Card member country that is outside the EEA and the vehicle does not have a Green Card, a frontier motor liability insurance policy must also be taken out for the vehicle. No frontier motor liability insurance is granted for a vehicle registered in an EEA country. In Finland, frontier liability insurance policies are issued by the Finnish Motor Insurers' Centre and they can be purchased at customs offices.

### 2. Geographical scope

Frontier motor liability insurance is valid in all EEA countries and in Switzerland.

### 3. Coverage

The frontier motor liability insurance covers:

- personal injuries and property damage caused to the counterparty due to using the insured vehicle, and
- personal injuries suffered by the passengers in the insured vehicle.
- Personal injuries suffered by the driver are only compensable for traffic accidents that happen in Finland, Sweden or Norway.

Damage to the vehicle or towing costs etc. are not compensable under this insurance policy.

#### 4. Insurance contract

#### 4.1. Policyholder's duty of disclosure before making an insurance contract

The policyholder must provide true and complete answers to the questions proposed by the Finnish Motor Insurers' Centre or its representative that may be important in relation to assessing the liability of the Finnish Motor Insurers' Centre.

During the validity period of the insurance, the policyholder must also without any undue delay correct any information provided to the Finnish Motor Insurers' Centre that the policyholder has observed to be wrong or insufficient.

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

The liability of the Finnish Motor Insurers' Centre commences on the date and time specified in the insurance application, which the policyholder approves with their signature. The commencement of the Finnish Motor Insurers' Centre's liability cannot be advanced from this by way of agreement. If no information is available on what time the insurance payment was paid, the time is set to 12 midnight by default.

#### 6. Validity period of the insurance contract

The minimum period of validity of frontier motor liability insurance policies is 30 days. The maximum period of validity is one year. The insurance can be issued only if the vehicle to be insured is in Finland or entering Finland at the time the insurance contract becomes valid. If the vehicle is exiting Finland and it does not have the required valid frontier motor liability insurance, a frontier motor liability insurance policy with a validity period of 30 days must be taken out for the vehicle before the vehicle is allowed to exit Finland.

#### 7. Insurance premiums

The insurance premiums are calculated in accordance with the bases of premiums of the Finnish Motor Insurers' Centre and section 20, subsection 2 of the Motor Liability Insurance Act. The premiums can also be determined with different criteria on the basis of the associated risk of accident of different policyholder groups.

The Finnish Motor Insurers' Centre's board of directors confirms the bases of premiums for the frontier motor liability insurance annually.

#### 7.1. Refunding insurance payments

Payments for a frontier motor liability insurance will not be refunded even if the obligation to insure a vehicle ends before the end date of insurance policy.

#### 8. Insurance and claims history

The frontier motor liability insurance is not recorded in the policyholder's insurance and claims history, and this information is not taken into account while issuing the policy. No separate certificates are provided for the validity of the insurance policy or any compensation claimed under it.

#### 9. Termination of the insurance contract

The insurance contract terminates when the validity period specified in the insurance applications ends.

# Motor Insurers' centre

## 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 accident is determined in accordance with section 73 of the Motor Liability Insurance Act.

#### 11. Actions to be taken in case of an accident

The policyholder must immediately after receiving information on the accident notify the Finnish Motor Insurers' Centre on the matter in writing. When possible, the appropriate accident statement form should be used. The policyholder is responsible for delivering all information and documents required to process the claim to the Finnish Motor Insurers' Centre. If compensation is claimed from the policyholder or another party involved in the accident, the policyholder must forward such claims to the Finnish Motor Insurers' Centre.

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