



GREENVAL MOTOR VEHICLE INSURANCE

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Ireland

The Insurance Company is registered in Ireland (reg. no. 432783) and is authorised and regulated by the Central Bank of Ireland which also supervises the activities of the Insurance Company. The Insurance Company carries on insurance business in Finland through the free provision of services.

The Insurance Representative of the Insurance Company in Finland:

Arval Oy
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01530 Vantaa;
Finland.

Documentation regarding the registration as agent may be obtained from the Financial Supervisory Authority's website.

Claims Agent in Finland

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1 MOTOR LIABILITY INSURANCE

MOTOR LIABILITY INSURANCE TERMS AND CONDITIONS NO. 09-2020

These insurance terms and conditions with any possible subsequent amendments constitute the Insurance Agreement between the Insurer (hereinafter "*The Insurance Company*") and the Policyholder.

In addition to these insurance terms and conditions, the provisions of Finnish law, in particular the Insurance Contracts Act (543/1994), the Motor Liability Insurance Act (259/1959) and the Motor Liability Insurance Decree (324/1959) shall apply.

1.1 Scope of application of insurance terms

The insurance terms and conditions applies to private individuals to cover individual motor vehicles used in traffic.

1.2 The area of validity of insurance

A motor liability insurance policy granted to cover a motor vehicle is valid in all European Economic Area (EEA) member states. In non-EEA states that are members of the Green Card Convention excluding Iran, Kosovo, the northern part of Cyprus, Morocco, Tunisia, and Nagorno-Karabakh, the motor liability insurance is valid as general liability insurance on the basis of a green card issued by the insurer or without a green card where a green card is not necessary. Compensation for road accidents that take place in these states is determined in accordance with the legislation of the country in which the accident occurred. Arval must be informed by the driver in advance of driving the vehicle outside of Finland. The maximum time period that the vehicle is allowed to be driven outside of Finland, is 90 consecutive days.

1.3 Contents of the insurance

Motor liability insurance covers bodily injury and property damage caused by use of the motor vehicle in traffic in Finland as provided in the Motor Liability Insurance Act.

The insurance also covers road accidents caused by insured motor vehicles in another EEA state as provided in road accident compensation legislation in force in these countries or the Finnish Motor Liability Insurance Act if the coverage provided under it is better. Correspondingly, motor liability insurance covers road accidents caused by insured vehicles in direct transit from one EEA state to another EEA state if the journey is made through countries that are not members of the Green Card Convention..



1.4 Policyholder's duty to disclose information

Before the issuance of an insurance contract, the policyholder and the insured shall give true and complete answers to the Insurance Company's questions which may be of importance for the assessment of the liability of the Insurance Company.

Moreover, throughout the insurance period, the policyholder and the insured shall without undue delay rectify any errors or deficiencies that they may discover in the information given to the Insurance Company. Under Finnish law provisions the insurance company has the right to retroactively charge a higher premium in the event of the policyholder's failure to fulfil its disclosure obligation. The insurer also has the right to terminate the policy where an incorrect person has been registered as the policyholder.

1.5 Changes in circumstances during the insurance period

The policyholder must inform the insurance company of any changes that may occur during the insurance period in the circumstances reported at the time the insurance contract was concluded or in the state of affairs recorded in the contract which materially increase the risk and which the insurance company cannot be considered to have taken into account at the time the contract was concluded. The policyholder must report such changes to the insurance company within one month of receiving the next annual correspondence following the change. The insurance company shall remind the policyholder of this obligation in the annual correspondence.

1.6 Inception of The Insurance Company's liability

Unless a specific point of time is agreed individually with the policyholder, the insurance company's liability commences when the insurance company or policyholder has delivered or dispatched an acceptance of the offer made by the other contracting party. The commencement of the insurance company's liability cannot be moved forward from this date by any contract.

If the policyholder has delivered or dispatched a written insurance proposal to the insurance company, and if it is evident that the insurance company would have accepted the proposal, the insurance company's liability will also cover occurrence of an insured event after the delivery or dispatch of the proposal.

An insurance proposal or acceptance delivered or dispatched by the policyholder to a representative of the insurance company is considered to have been delivered or dispatched to the insurance company.

In the absence of evidence as to the hour of delivery or dispatch, this is considered to have taken place at 24.00.

For special reasons, however, such as the policyholder's history of neglected premiums, the insurer's liability does not begin until the premium for the first insurance period has been paid.



1.7 Duration and validity of Insurance

The insurance policies are valid one insured period at a time and shall be automatically renewed unless terminated by the policyholder. The policy will remain valid until the duty to insure by the owner or possessor of the vehicle ends, even if the insurance premium had not been paid by the due date. The first insured period may not be longer than 13 months and the subsequent consecutive insurance periods shall be 12 months each.

1.8 Insurance premiums

The insurance premium is calculated based on the premium applied by the Insurance Company pursuant to Section 20 of the Motor Liability Insurance Act. This law prescribes that the interest of the insurers can be safeguarded when calculating the premiums, so that the premiums are in a reasonable proportion to the costs arising from the insurance policies and that the premiums are usually larger for policies out of which indemnity has been paid.

The insurance premium can be set at a different level for various policyholder groups using a basis of premium that corresponds to the risk of loss in each group. The Insurance Company maintains the right to amend the premium at the commencement of a new insurance period on the grounds specified in section 1.13 below.

1.9 Storage and Transfer of Data

The insurance company will keep data on claims and the validity of a policy for five years after the year in which the policy has been terminated so that the claims history data can be given to the policyholder if needed and, with the consent of the policyholder, passed on to another insurer unless the policyholder and the insurer otherwise agree.

Please send data protection related queries to info@greenval-insurance.ie or
Trinity Point 10-11 Leinster Street South, Dublin 2

1.10 Payment of premium

An insurance premium is payable within one month as of the dispatch of the premium debit note to the policyholder by the insurance company. The first payment need not, however be made before the commencement of the insurance company's liability and subsequent payments need not be made before the commencement of the agreed insurance or premium period. Situations referred to in paragraph 5 of section 1.6 are an exception to this rule, as in their case payment of insurance premium is a condition for the commencement of the insurer's liability. This will be recorded on the premium debit note.



If the policyholder's payment is not sufficient to cover all premiums payable to the insurance company, the policyholder has the right to decide towards which premiums the payment will be used.

The policyholder may, with releasing effect, pay the insurance premiums to the Insurance Company's insurance agent.

1.11 Delayed payment of premium

An annual penalty interest is charged under the Interest Act on premiums not paid by their due date. Insurance premiums are recovered including penalty interest through execution without court judgement or decision, observing legal provisions on the recovery of taxes and payments.

Before initiating enforcement measures, the policyholder must be notified of the premium amount payable and the basis of the premium and informed that enforcement will begin unless the policyholder denies any obligation to pay in writing within 14 days of the dispatch of the notice. If the policyholder denies any obligation to pay, enforcement measures can be initiated only under court decision.

1.12 Refunding of a premium

(a) Taking vehicles off the traffic

The policyholder is entitled to a refund of insurance premium in accordance with the criteria applied by the insurance company for periods during which the vehicle is not in traffic according to advance notification given to the insurance company. This non-use period must be reported in advance in the way prescribed by law.

If the vehicle is used during the non-use period the policyholder is obliged to pay to the insurance company an insurance premium which is three times the insurance premium that would apply to the vehicle were it reported to be in use. This threefold insurance premium shall be paid for the period between the date on which the non-use period commenced and the last date on which the vehicle was used in traffic after the non-use period commenced. During the non-use period, the vehicle must be returned to an Arval premises for storage.

(b) Refunding of the premium as the insurance is terminated

If a policy is terminated before the agreed date, the insurance company is entitled to the premium only for the period during which its liability is in force. The remaining part of a paid premium will be refunded to the policyholder.

(c) General provisions relating to the refunding of the premium



The premium to be returned is 1/360 of the annual premium for each day.

The premium will not be refunded separately, however, if the premium to be refunded is less than 8 Euros.

If a premium refund is delayed, the insurance company must pay an annual penalty interest on the delayed amount under the Interest Act. Penalty interest starts running when one month has elapsed after the insurance company has received an explanation establishing entitlement to a refund.

1.13 Amendment of contract terms when a new insurance period commences

The insurance company is entitled to change the policy terms, premiums and other contract terms when a new insurance period commences on the following grounds:

- new or revised legislation or regulations issued by the authorities
- unforeseen changes in circumstances (e.g. international crisis, exceptional natural phenomenon, major accident)

Furthermore, the insurer is entitled to make such minor amendments to the terms and conditions as do not affect the main content of the insurance policy.

The insurance company is entitled to adjust insurance premiums on the basis of statistics concerning policies and claims in order to safeguard the interests referred to in section 20, paragraph 2 of the Motor Liability Insurance Act so that premiums are in reasonable proportion to the expenses arising from insurance. Adjustments reflecting changes in compensation and expense levels and changes for reasons referred to below may also be made.

Premiums may be determined differently for different policyholder groups by applying different premium determination criteria depending on the risk of loss, damage or injury. The determination criteria and the premium may be adjusted to correspond to the risk of loss, damage or injury on the basis of statistics on policies and claims.

If the insurance company amends the insurance contract in the manner described above, it will send a notification of the amendments made in premiums or other contract terms to the policyholder together with the premium debit note. The notification will also point out that the policyholder is entitled to terminate the policy. The amendment will enter into force as of the beginning of the next insurance period following one month from the date the notification was sent.



1.14 Termination of motor liability insurance

1.14.1 Policyholder's right to terminate policy

The policyholder may terminate a motor liability insurance policy at any time during the insurance period, if the policyholder's obligation to insure the vehicle has not concluded, the policyholder may terminate the policy only when the policyholder has taken a new insurance policy for said vehicle from a different insurance company or the vehicle has been stolen and the policyholder has informed the police and the insurance company about the theft.

The policyholder shall terminate the policy by delivering a written notice to the insurance company.

1.14.2 Termination without notice

A policy terminates without the written notice of the policyholder if the Finnish Transport and Communications Agency, Motor Insurers' Centre or another insurance company delivers a notice to the insurance company regarding the following changes:

1. The vehicle has been permanently removed from traffic use;
2. The ownership or possession of the vehicle has been transferred to a new owner or holder other than the estate of the deceased policyholder or the bankruptcy estate of the policyholder;
3. The possession of the vehicle is returned to the owner of the vehicle or transferred to a new possessor, if the possessor of the vehicle has been the sole policyholder; or
4. The insurance has been taken out from a different insurance company.

When the policy terminates as the insured vehicle is transferred to a new owner other than the policyholder or, when the registered possessor is the policyholder, when the possession of the vehicle changes or returns to the owner, the policy will also cover loss, damage and injury occurring within seven days of the transfer of ownership, change in possession or return to the owner, unless the new owner or possessor has taken out a policy during that period. The Act on Calculation of Time Limits applies to the insurance company's liability for road accidents under terminated policies.

1.15 Insurance Company's right of recourse

If the insurance company has paid compensation to an injured party, the injured party's right to claim compensation from a third party is transferred to the insurance company.

However, if the third party is one of the following:

- private person
- employee,
- civil servant or other comparable person,
- the owner, possessor, driver or passenger of a vehicle,



Please note that the right to claim compensation is transferred only if the third party caused the insured event intentionally or due to gross negligence. Also, if the driver caused the loss or damage when driving a vehicle in circumstances referred to in Section 48, Subsection 1 of the Motor Liability Insurance Act.

1.16 Action to be taken when an accident occurs

The policyholder must without delay and as soon as the policyholder is informed of an accident that may lead into a claim inform the Claims Representative of the Insurance Company in writing of the road accident and, if possible, using the appropriate claim form. The policyholder has the duty to submit to the Claims Representative all information and documents needed to process the claim.

In case a claim is made against the policyholder or other party involved in the loss, this claim is to be forwarded to the Insurance Company.

1.17 Processing of claims data

Information on incidents reported to Insurance Company is handed over by the Insurance Company to the shared incident register of insurance companies.

At the same time, the incidents reported to other insurance companies are checked by the Insurance Company. This data is only used in connection with processing claims in order to fight insurance fraud.

2 MATERIAL OWN DAMAGE INSURANCE

MATERIAL OWN DAMAGE INSURANCE TERMS AND CONDITIONS NO. 09-2020

These insurance terms and conditions, the insurance policy, and any amendments to the foregoing together form part of the Insurance Agreement with the Insurance Company.

The policy is in compliance with the Insurance Contracts Act (543/1994).

2.1 The scope of cover

The insurance covers the damages as specified in these Terms and Conditions. The insurance applies in favour of the policyholder or any other insured person specified in the insurance policy, who is registered as owner of the insured vehicle in the Transport Register maintained by the Finnish Transport and Communications Agency (Traficom)

For vehicle repair shops and others in the possession of the vehicle for the purpose of repair, service or similar only transport damage is covered and only if the transport is carried out in the interest of the policyholder; and the damage is not covered by the vehicle repair shop's own insurance.

2.2 The area of validity of insurance

The insurance cover is limited to European Economic Area (EEA) member states and Green Card Convention countries, excluding Iran, Kosovo, the northern part of Cyprus, Morocco, Tunisia, Turkey and Nagorno-Karabakh.

2.3 Duration of insurance

The insurance policies are valid one insured period at a time and shall be automatically renewed unless terminated by either party, and remain valid, as the case may be, until the duty to insure of the owner or possessor of the vehicle regarding the vehicle in question ends, even if the insurance premium had not been paid by the due date. The first insured period may not be longer than 13 months and the subsequent consecutive insurance periods shall be 12 months each.

2.4 Coverage

1. The material own damage insurance covers any damage to the insured vehicle as well as loss of the vehicle by theft or robbery, save for the exceptions listed in section 2.7 below.
2. In addition to the vehicle itself, the insurance covers such permanently mounted equipment and accessories as are specified in the lease



agreement, see however section 2.7 e) below. Such equipment and accessories are written off for depreciation proportionally to the write off of the vehicle.

3. The policyholder is entitled to a reduction of insurance premium in accordance with the criteria applied by the insurance company for periods during which the vehicle is not in traffic according to advance notification given to the insurance company. At the times the vehicle is off the traffic the insurance still comprises property damage not connected to use in traffic such as fire, theft and mischief.

2.5 Limitations of cover in respect of use

With the exception of Motor Liability Insurance, this insurance does not cover damage or liability for damage incurred in connection with orienteering, precision, economy or speed driving events or training, or which is carried out on a track or area enclosed for such purposes.

This insurance covers damage incurred in connection with practice training (e.g. slippery roads driving, manoeuvre driving, learner driving) in areas approved by the competent Finnish authority and enclosed for such purposes, provided that the driving takes place under the instruction of an authorised driving inspector, motor organisation or similar experts and is related to obtaining a driving licence.

2.6 General exclusions

2.6.1 Excluded vehicles

A) Unless otherwise expressly agreed, this insurance does not cover the following vehicles:

- a. Vehicles on airport premises except vehicles in areas to which the public have free vehicular access and except public vehicles, which enter only temporarily for the purpose of delivery, any losses directly or indirectly involving aircraft being excluded
- b. Vehicles taking part in racing, rallies and/ or speed trials
- c. Vehicles on rails, air cushions or similar.
- d. Vehicles not designed to run on solid ground ("terra firma").
- e. Buses with 10 seats or more, omnibuses, trams and vehicles used for transport of paying passengers
- f. Vehicles specifically designed or adapted for military and/ or enforcement use
- g. Public emergency services vehicles

B) Moreover, unless otherwise expressly agreed, the insurance does not cover the ownership, operation, maintenance and/ or use of any vehicle the principal use of which is



- a. The transportation of high explosive, such as nitro glycerine, dynamite and/ or any other similar explosive
- b. The bulk transportation of any inflammable liquid (the use of a tank truck for the transportation of fuel oil is not excluded)
- c. Transportation of chemicals or gases in liquid, compressed and / or gaseous form
- d. The carrying of passengers for hire
- e. Short term rental except replacement vehicles
- f. The use as contractors' plant and equipment not on a public road

2.6.2 **Excluded damages**

Furthermore this insurance does not cover damages resulting from or arising in connection with:

- a. War, Civil War, Rebellion and / or Revolution except as is necessary to meet the requirements of the laws and/or regulation in force in each of the countries where the original policies have effect
- b. Act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss, except where liability is judged to exist under an original policy and/ or original policies by a court of competent jurisdiction insofar as is necessary to meet the requirements of laws and/or regulation in force in the country where the policies have effect or subsequent amendments thereto or successors thereof or alternative applicable legislation in the territory in which the loss occurs.
- c. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof, and generally Nuclear Energy Risks as per the Nuclear Energy Risks Clause (Treaty) NMAS 1975a) available on request.
- d. Retroactive cover for known loss occurrences and Loss portfolio transfers.
- e. Earthquake or other natural disaster/catastrophe.
- f. Costs in relation to criminal proceedings including fines imposed on the assured.
- g. Loss, of, damage to or liability for goods conveyed in connection with any trade or business on any vehicle insured by the Company (Transportation Liability)

2.7 **Specific exclusions**

1. This insurance shall not cover



- (a) Damage solely emerging from and confined to the mechanical/electronic parts of the vehicle (e.g. the engine, transmission and steering gear) unless such damage is caused by fire, stroke of lightning, explosion, theft, robbery or vandalism or has occurred during transportation on or with the aid of another means of transport.
- (b) Damage caused to the vehicle or parts thereof during or in connection with handling or repair, unless the damage is caused by driving, fire or falling down from a lift during unloading of the vehicle.
- (c) Damage to the vehicle caused by loading or unloading of goods as well of damage to the vehicle caused by transported goods.
- (d) Damage to the vehicle caused by weather impact (e.g. corrosion, rust and burst due to frost) and the deterioration of the vehicle caused by use, including wear and tear, stone chippings on paint work, scratches and similar.
- (e) Equipment that is not standard vehicle equipment, e.g. tools and special equipment, whether or not included in the lease agreement.
- (f) Damage caused by fault in design, construction or manufacture.
- (g) Damage caused by lack of water, liquids, oil or fuel.
- (h) Damage emerging from and confined to the electronic system in electric powered vehicles.
- (i) Theft of fuel or fuel consumption in connection with theft.
- (j) Damage due to wear and tear or lack of maintenance.
- (k) Damage caused wilfully. If the insured has caused the occurrence of an insured event through gross negligence, the compensation due to the insured may be reduced or refused.
- (l) Damage caused while the vehicle was used by a person under the influence of alcohol or drugs
- (m) Damaged incurred while used by a person not having a statutory driver's license, see however paragraph 2 below.
- (n) Damage incurred while the vehicle had defects which made it irresponsible to use, see however paragraph 2 below. The vehicle and any equipment must, at all times, comply with the Road Traffic Act, as well as with other rules and regulations
- (o) Expenses for loan or rent of another vehicle and lack of possession of the vehicle during a repair period or similar.

2. In the event that the damage mentioned in items k, l, m and n of paragraph 1 above is not caused by the policyholder, the policyholder's spouse/partner or the registered possessor, then the insured is covered by the insurance, provided that the policyholder did not know of and ought not had known of the described circumstances. If the Insurance Company is obliged to pay compensation for such damage, the Insurance Company has recourse against the person liable for the damage.



2.8 Own risk

2.8.1 Excess amounts

The material own damage insurance is subject to the insurance excess (deductibles) per insured vehicle. Please refer to the policy schedule for all excess amounts applicable to this insurance.

2.8.2 Reimbursement of excess amounts

Any excess amounts paid by the Insurance Company shall immediately be reimbursed by the policyholder upon the Insurance Company's request.

2.9 Compensation

The Insurance Company may either compensate the damage by payment of a cash amount or by having the vehicle repaired.

In case the Insurance Company elects to compensate the damage by payment of a cash amount and the vehicle becomes total loss (redemption) it can either elect to claim ownership of the wreck and/or any accessories forming part of the insurance or to sell these as the agent of the Insured and claim any proceeds of sales.

2.10 Cash compensation

Where (a) the Insurance Company settles the damage by payment of a cash amount or (b) the vehicle (or parts hereof) in the event of theft or robbery is not located within 4 weeks after the Insurance Company's receipt of written claim notification, the compensation is fixed to an amount corresponding to the normal cash purchase price for a vehicle (or parts thereof) of similar state and condition and age. The cash compensation cannot, however, exceed the insurance sum, which normally corresponds to the purchase price of the insured vehicle.

2.11 Guaranteed Auto Protection

The Guaranteed Auto Protection (GAP) insurance coverage is applied to vehicles owned by Arval Oy and leased to the co-policyholder.

Notwithstanding the provisions of other sections relating to compensation and in particular section 2.10, the redeemable compensation will – as a minimum – correspond to the settlement amount with the leasing company (the residual value) pursuant to the leasing agreement between Arval Oy as the lessor and the co-policyholder as the lessee.



2.12 Transport costs

In the event of a damage covered by the insurance, the Insurance Company defrays the necessary costs of transport of the vehicle to the nearest repair shop accepted by the Insurance Company, provided that transport is required due to the extent of the damage to the vehicle.

Where a stolen vehicle turns up again, the Insurance Company defrays the necessary costs of transport of the vehicle to the policyholder's address in Finland.

Transport costs are not covered by the insurance if such costs are covered by another insurance, subscription or similar.

2.13 Repair

The Insurance Company is entitled to instruct that a specific repair shop or network of shops shall be used.

Vehicles shall, to the extent possible, be repaired.

Increased repair costs outside normal working hours are not compensated by the Insurance Company.

Any decrease of the market value of the vehicle due to the repair is not compensated by the Insurance Company.

Where the repair results in an improvement of the vehicle, the policyholder shall bear the costs relating to such part of the repair.

2.14 Impact of tax and deductions on compensation

The laws regulating taxation are taken into account in any calculation of compensation.

Deductions are made from the amount of loss covered in the following order:

- 1) The amount of possible tax;
- 2) Any deductible; and
- 3) Any deductions based on the actions of the insured driver



2.15 Policyholder's duty to disclose information

Before the issuance of an insurance contract, the policyholder and the insured shall give true and complete answers to the Insurance Company's questions which may be of importance for the assessment of the liability of the Insurance Company.

Moreover, throughout the insurance period, the policyholder and the insured shall without undue delay rectify any errors or deficiencies that they may discover in the information given to the Insurance Company.

The policyholder must inform the insurance company of any changes that may occur during the insurance period. In circumstances reported at the time the insurance contract was concluded or in the state of affairs recorded in the contract, which materially increase the risk and which the insurance company cannot be considered to have taken into account at the time the contract was concluded. The policyholder must report such changes to the insurance company within one month of receiving the next annual bulletin following the change. The insurance company shall remind the policyholder of this obligation in the annual bulletin.

The Insurance Company's insurance agent must be informed if the policyholder or the registered user of the vehicle changes address, if the insured vehicle has a new registered user or the use of the vehicle changes.

2.16 Inception of The Insurance Company's liability

If no other inception date has been agreed between the parties, The Insurance Company's liability starts as The Insurance Company or the policyholder has submitted or dispatched a reply accepting the other party's offer. The inception date of The Insurance Company's liability cannot be transferred to an earlier date by way of an agreement.

In case the policyholder has submitted or sent a written insurance application to The Insurance Company and if it is obvious that The Insurance Company would have accepted the application, The Insurance Company 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 offer that the policyholder has submitted or dispatched to a representative of The Insurance Company will be regarded as having been submitted or dispatched to the Insurance Company.

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

For particular reasons, however, including previous non-payment of premiums by the policyholder, the liability of the Insurance Company may only start once payment for the first insured period has been made. The Insurance Company shall indicate this prerequisite in its written invoice for the insurance premium.



2.17 Calculation of premium

The premium is calculated on the basis of the risk assumed by the Insurance Company, taking into account the loss development and the deductible applied.

The Insurance Company has the right to adjust the premium at the beginning of each insurance period on grounds of general or policyholder specific loss ratio or cost development. The adjustment must be specified in the premium invoice and must be communicated to the policyholder one month prior to the commencement of the each new insurance period.

If the vehicle is sold or deregistered, the policyholder shall immediately inform the Insurance Company's agent. If the insurance is terminated prior to the expiry of an insurance period with respect to an insured vehicle, the premium is adjusted proportionally.

2.18 Payment of premium

The insurance premium must be paid within one month of Insurance Company sending out the invoice to the policyholder. The first premium need not be paid, however, before the inception of Insurance Company's liability, nor the later payments before the start of an agreed premium period or insured period. Situations described in paragraph 5 of section 2.16 above, in which the payment of the premium concerning the insured period is a precondition for the inception of the insurer's liability, are an exception. The insurance invoice shall contain a remark to this effect.

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

The policyholder may, with releasing effect, pay the insurance premiums to the Insurance Company's insurance intermediary.

For an insurance premium that has not been paid by the due date, an annual overdue interest is charged pursuant to the Interest Act (633/1982). The insurance premium including the overdue interest can be collected by recovery proceedings without a court judgement or decision pursuant to the legislation on recovery proceedings of taxes and payments.

Before measures of execution are taken, the policyholder is notified of the payment to be collected and basis of premium, as well as of the fact that measures of execution will be implemented unless the policyholder has within 14 days disputed his/her liability to pay in writing. If the liability to pay is disputed, implementation is conditional upon a decision by a court.

2.19 Notification of claims

Any damage or claim comprised by the insurance shall be reported to the Insurance Company's Claims Agent in Finland by email, phone or in writing as soon as possible.



Theft, robbery or fire shall be reported to the police authorities. The policyholder must require that charges be brought against any person under suspicion of such theft or robbery.

The policyholder/the registered user/driver may not without the Insurance Company's prior consent enter into any agreement regarding damages/compensation or repair. However, minor repairs may be effectuated if it would otherwise be illegal or irresponsible to continue to use the vehicle.

2.20 The Insurance Company's information duties

The Insurance Company shall dispatch the policyholder a statement detailing the sum insured and any such other circumstances concerning the insurance as are of manifest importance to the policyholder once a year.

After the occurrence of damage, the Insurance Company shall give necessary information to the party entitled to claim compensation or benefits from the Insurance Company.

2.21 Alteration of the policies

The Insurance Company is entitled to change the premium and any other terms or conditions of the insurance policy on grounds of

- 1) New or amended legislation or regulations by an authority, or
- 2) An unpredictable change in circumstances (e.g. an international crisis, exceptional natural catastrophe, major accident)

The Insurance Company is also entitled to make such minor amendments to the terms and conditions as do not affect the main content of the insurance policy.

The insurer's invoice for the insurance premium to the policyholder shall be accompanied by an advice of the changes made in the premium or other terms or conditions. Any changes thus announced shall take effect at the commencement of the insurance period that next follows after a month has elapsed from the date at which the insurer dispatched the advice of the changed conditions referred to in this section to the policyholder.

Furthermore, the Insurance Company is entitled to change the premium payable and to amend any other terms or conditions of the insurance policy during an insurance period to meet the prevailing circumstances in the event that

- 1) The policyholder or the insured has failed to fulfil the duty of disclosure referred to in section 2.15 first paragraph above; or
- 2) There has been a change referred to in section 2.15 third paragraph above in the circumstances reported by the policyholder or the insured to the Insurance Company at the time the insurance contract was concluded, or in the circumstances recorded in the insurance policy.



Whenever advising on the alteration of the policy or policies, the advice shall also include a mention that the policyholder is entitled to terminate the contract.

3 LEGAL COSTS COVER

3.1 General

The Legal Costs Cover compensates the Insured for 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 in connection with an Insured Incident specified in Section 3.3

3.2 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 within the area of application of the Agreement.

3.3 Insured incidents

An Insured Incident is the arising of a dispute. A dispute has arisen in a civil or administrative matter, when a claim specifying its grounds and an amount has been disputed as regards the grounds or the amount.

In a criminal action the Insured Incident occurs:

(1) When the Insured is the Defendant

- when the Public Prosecutor brings an action against the Insured arising from the use of a motor vehicle on the road; or
- when the injured party brings an action, or continues to prosecute the Insured once the Public Prosecutor has decided not to prosecute or has cancelled the action. The action is considered 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.

(2) When the Insured is the injured party when

His/her civil claim has been disputed as to its grounds or amount.

The action or disputed claim relating to 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.

The Incident is a single Insured Incident when:



- two or more Insured under this policy are on the same side in a civil or criminal action or application; or
- the Insured has several civil or criminal actions or applications pending based on the same event, condition, legal action or violation of rights, even if claims would be different.

3.4 Restrictions Relevant to Insured Incidents

The Insurance does not cover costs incurred by the Insured in a case

- (i) Where it cannot be proven that the claim is disputed;
- (ii) That concerns something else than a matter associated with the title possession or operation of a vehicle connected with the employment, self-employment, business or income earning activities of the Insured;;
- (iii) That concerns operating licenses needed for licensed transport of persons or goods or operating without a license;
- (iv) That is of minor importance to the Insured;
- (v) In which the Insured 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;
- (vi) 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;
- (vii) 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;
- (viii) In which the action brought by the Public Prosecutor against the Insured concerns a deliberate action or gross negligence;
- (ix) Which concerns driving a vehicle without valid driving license;
- (x) Which concerns banning a driver from driving;
- (xi) Which concerns a civil claim put forward by the Insured 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 has been convicted and sentenced for dangerous driving or a traffic violation, the costs incurred while filing the claim shall be covered;
- (xii) Which is associated with bankruptcy;



- (xiii) 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;
- (xiv) Which concerns a proceeding pursuant to Acts on Company Restructuring or Debt Arrangements of a Private Person or Voluntary Debt Arrangement of a Farmer;
- (xv) 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 cover; or
- (xvi) Which is heard as a class action.

3.5 Actions following an insured incident

If the Insured wishes to claim of the Insurance, he/she must notify the Insurance Company thereof in advance before any legal fees are incurred.

The Insured must use an attorney or other legal practitioner as his/her representative. No compensation shall 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.

In the court proceedings and negotiations for a settlement, the Insured must claim full compensation for his/her legal costs from the counterpart.

If 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 the request of the Insurance Company. 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 compensation 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.

The Insured is not entitled to accept the amount of costs incurred while dealing with the matter in a manner that is binding to the Insurance Company. If the Insured has paid some of the legal costs him/herself, the amount thus paid is not binding to the Insurance Company when assessing the reasonable nature of the legal costs.

3.6 Compensation rules

- (I) The amount insured

The maximum amount of compensation is ten thousand euro (10,000€) per Incident

- (ii) Costs covered



The Insurance covers the necessary and reasonable legal costs of the Insured due to the Insured Incident as follows:

(a) 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 shall 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; or

If 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 shall be compensated from the point at which this requirement was met.

(b) In a criminal matter

- 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 than legal costs due to a crime.

- The Insured as the defendant

Legal costs incurred due to using an attorney and producing evidence in Insured Incident intended in 3.3.

(c) Appeals to the Supreme Court

If a leave to appeal is needed to file an appeal with the Supreme Court, the costs arising from the appeal process shall be covered only if this leave is granted.

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

(iii) Joint interest

If the matter essentially involves aspects other than the interest of the Insured him/herself, or the Insured 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.

(iv) Amount of compensation, 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 shall 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 shall 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 shall be taken into account.

If the Insured 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 shall be deducted from the compensation.

(v) Costs not covered by the Insurance The Insurance does not cover

- 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 shall, however, be covered on the same conditions as the Insured's own legal costs; or
- when the Insured has been assisted in the hearing by the Consumer Ombudsman or his subordinate and looking after the interest of the Insured was significant in terms of the application of law and the public interest of consumers; or
- 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; or
- costs due to the enforcement of the verdict or decision; or
- 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 him/herself that increases the costs or incurs unnecessary costs; or
- costs arising from obtaining a legal expert report; or
- costs arising from reporting a crime or filing a request for investigation or preliminary investigation of a criminal matter; or
- costs arising from matters or evidence which the court of law dismisses as having been presented too late; or
- costs incurred by the Insured 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; or
- costs arising from a court hearing, which the Insured 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; or
- the fees and expenses of an arbitrator or conciliator; or
- costs arising from applying for public legal aid.

(vi) Other rules relating to the compensation

The Insurance Company shall compensate the legal costs of the Insured after the court has reached a legally valid decision or after a settlement has been reached, unless otherwise agreed.

The compensation shall be reduced by any compensation of costs, that the court has ordered for the opposing party to pay, or which the opposing party has agreed to pay to the Insured, provided, that such amount has been collected from the payer.



If the opposing party is ordered to pay or engages to pay expenses compensation to the Insured which remains unpaid at the time of payment of the insurance settlement, the Insured undertakes to before the payment of the expenses compensation to transfer his/her right to expenses compensation to the Insurance Company up to the amount paid as compensation from the Insurance.

If the Insured has had to pay part of the costs him/herself due to the fact that the costs exceed the maximum compensation cited under Section 3.6., the Insured undertakes to transfer to the Insurance Company that part of the expenses compensation received from the opposing party that exceeds the part paid by the Insured him/herself.

If 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 the Insurance Company up to the amount paid out of the Insurance with interest.

3.7 Termination of Insurance

3.7.1 Termination by the policyholder

The policyholder is entitled to terminate the insurance at any time during an insurance period. Notice of such termination shall be given in writing. Notice of termination given in any other manner shall be null and void. If the policyholder has not specified the date of termination, the insurance shall cease to be in force at the date of the delivery or dispatch to the Insurance Company of the notice of termination.

3.7.2 Termination by the Insurance Company

The Insurance Company is entitled to terminate policy at the expiry of any insurance period if justified by a reason that is in compliance with good insurance practice. Notice of such termination shall be dispatched to the policyholder not later than one month before the closing of the insurance period concerned

The Insurance Company is entitled to terminate the insurance policy during an insurance period, if:

- 1) Either the policyholder or the insured has given incorrect or incomplete information prior to the issuance of the insurance and if the Insurance Company had not issued the insurance had it been aware of the true circumstances;
- 2) there has been a change either in the circumstances reported to the Insurance Company by the policyholder or the insured at the time the contract was concluded or in the circumstances recorded in the insurance policy which materially increases the risk and which the Insurance Company cannot be considered to have taken into account when the contract was concluded;
- 3) The insured has willfully or through gross negligence failed to comply with precautionary guidelines;



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4) The insured has willfully or through gross negligence caused the occurrence of an insured event; or

5) The insured has, after the occurrence of an insured event, in bad faith given the Insurance Company incorrect or incomplete information of importance for the assessment of the Insurance Company's liability.

After learning about a circumstance which justifies termination, the Insurance Company shall give written notice of the termination of the insurance without undue delay. In its notice of termination, the Insurance Company shall indicate the reason for termination. Once terminated, the insurance policy expires in one month after the dispatch of the notice of termination. Contact Information

Greenval Insurance DAC, Trinity Point 10-11 Leinster Street South-Dublin 2

Phone Number +358982541234 Open on working days 8-17



Arval Oy

Insurance contract phone support: Arval - +358 9 8254 1234

Phone support for insurance claims:

Arval - +358 9 8254 1234

You can call this number 8-17 to report a claim for your insurance policy.

5 DATA PROTECTION / PERSONAL DATA REGISTRATION

Where the insurer collects personal data under this insurance contract, the insurer qualifies as a data controller within the meaning of the General Data Protection Regulation (REGULATION (EU) 2016/679 ("GDPR")). The Insurer processes personal data in accordance with the data protection notice, a copy of which is available at <https://www.greenval-insurance.com/greenval-data-protection-notice>. The data protection notice contains more information about which personal data the insurer can use, for what purposes, with whom the data can be shared, how long the data is stored and the rights and how these can be exercised. Questions about the protection of personal data can be sent by letter or email to the following address:

Greenval Insurance DAC

Trinity Point, 10-11 Leinster Street South

Dublin 2– Ireland

Privacy@greenval-insurance.ie

The insurer is entitled approach the Office of the Data Protection Ombudsman in order to exchange the data of the policyholder in connection with a responsible acceptance policy, the management of risks and the fight against fraud. The website of Office of the Data Protection ombudsman and a copy of its data protection notice can be found at <https://tietosuoja.fi/en/forms>.



5.1 DATA SUBJECTS RIGHTS PRIVACY FORM

Please fill the following format and send it to Greenval "Data Protection Officer"

- By Post to: Greenval Insurance DAC, Trinity Point, 10-11 Leinster Street South, Dublin 2, Ireland
or
- By e-mail to: privacy@greenval-insurance.ie .

Please include a scan/copy of your identity card for identification purpose.

YOUR DATA

[Type your First Name]

[Type your Last Name]

[Type your email]

[Type the email where you would like to be contacted]

IDENTIFICATION

[Type your country of Residence]

[Type the Country of your Citizenship]

[Type your vehicle registration]



YOUR REQUEST

- Access your Data: obtain information relating the processing of your personal data and request a copy of your personal data
- Rectify your data when you consider that your personal data is inaccurate or incomplete you can request that your data be modified accordingly
- Erase your data: request of delete of your data the extent permitted by law
- Restriction of your data: you can request the restriction of the processing of your personal data
- Object: you can object the processing of your personal data, on grounds related to your particular situation. You have the absolute right to object the processing of your personal data for direct marketing purpose, which include profiling related to such direct marketing
- Withdraw consent: where you have given your consent for the processing of your personal data previously, you have the right to withdraw your consent at any time
- Return your data: where legally applicable, you have the right to have the personal data you have provided to us be returned to you or, where technically feasible, transferred to a third party

COMMENTS