

Euro Insurances DAC

General Terms and Conditions

Valid From 1.1.2020

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These General Terms and Conditions ("**General Terms**") apply to the Group Agreement made by Euro Insurances DAC together with the special terms relevant for the Insurance ("**Agreement**").

1 DEFINITIONS

Insurance Company means Euro Insurances DAC.

Insurance means the vehicle insurance policy defined in the Agreement.

Insured means the party to whose favour the Insurance is valid.

Insured Period means the agreed period of validity of the Insurance recorded in the Agreement. The Insurance shall continue one agreed Insured Period at a time, unless cancelled by one of the parties.

Insured Incident means an accident or any other event based on which compensation is paid out of the Insurance.

Policyholder means the entity having entered into the Agreement with the Insurance Company.

Premium means the payment agreed in the Agreement payable to the Insurance Company for the Insurance

Safety Regulations mean a duty provided in the Agreement or otherwise in writing to comply with rules intended to prevent or limit the occurrence of damage.

2 INFORMATION OBLIGATIONS

2.1 Insurance Company

Before entering into the Agreement, the Insurance Company shall provide the Policyholder with information necessary for the assessment of the need for insurance and the selection of the insurance coverage, such as details of insurance types, Premiums and terms and conditions offered by the Insurance Company, Attention should also be put on any essential restrictions to insurance cover when providing information.

If the Insurance Company or its representative have, in the marketing of an insurance, failed to give the Policyholder essential information on the Insurance, or given incorrect or misleading information, the Insurance shall be regarded as being valid such as the Policyholder had reason to construe it, based on the information received by the Policyholder.

2.2 The Policyholder's and Insured

Before entering into the Agreement, the Policyholder and the Insured must give correct and full answers to questions made by the Insurance Company which may affect the assessment of the liability of the Insurance Company. The Policyholder and the Insured must also during the Insurance Period without undue delay correct any information they have given to the Insurance Company that they subsequently find to be incorrect or incomplete.

2.3 Consequences of a Breach of Information Obligations

If the Policyholder or the Insured deliberately or through negligence that cannot be considered minor have neglected their duty of disclosure, the compensation due to him/her may be reduced or denied. When considering a reduction or denial of compensation, 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 shall be taken into consideration.

3 EFFECTIVENESS OF THE INSURANCE

3.1 Agreement

The Agreement shall become valid upon signature by both the Insurance Company and the Policyholder.

3.2 Insured Vehicles

The Insurance shall cover the vehicles that are within the Agreement from time to time.

If the Policyholder has during the Insurance Period made a written notice to the Insurance Company about adding a vehicle to the Agreement, the insurance coverage of the vehicle shall commence from the beginning of the following day, unless otherwise expressly agreed by the parties. The commencement of the Insurance coverage requires that the vehicle meets the criteria for adding to the Agreement set by the Insurance Company in line with the principles applied by the Insurance Company.

3.3 Validity of the Insurance

After the end of the first Insurance Period, the Insurance shall be valid for the agreed Insurance Period at a time, unless the Policyholder or the Insurance Company terminates the Agreement. The Insurance may also end for reasons mentioned in Sections 4.2 or 15.

4 PREMIUM

4.1 Payment of Premium

The Premium shall be paid within 1 month of the Insurance Company sending out the request for payment to the Policyholder. The first Premium need not be paid, however, before the commencement of the Insurance, nor the later payments before the start of an agreed Premium period or Insurance Period.

The 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 Insurance Company's liability. Minimum payment for a fixed-term Insurance is the amount of the Premium for 1 month.

If a payment made by the Policyholder is not adequate to meet all overdue payments to the Insurance Company, the Policyholder shall be entitled to decide which overdue Premiums the payment is used to pay off.

4.2 Delayed Payment

If the Policyholder has not paid the Premium within the time limit specified in Section 4.1, the Insurance Company shall have a right to terminate the Agreement after 14 days from the sending of the relevant notification.

If the Policyholder pays the Premium before the expiry of the period of notice, however, the Agreement shall not be terminated at the end of this period. The Insurance Company shall refer to this possibility in the notice of termination.

4.3 Payment of an Overdue Premium

If the Policyholder pays the Premium after the Agreement has terminated, the Insurance shall be valid again from the day following the date of payment until the end of the Insured Period originally agreed.

However, if the Insurance Company does not wish to make the terminated Agreement effective again, the Insurance Company shall inform the Policyholder within 14 days of the receipt of the Premium that it refuses to accept the payment.

The Insurance Company shall refund the refused Premium but shall have a right to deduct unpaid and payable Premiums of the recipient of the refund and other

undisputed and due payments to the Insurance Company from the refunded Premium in line with the general set-off practices.

5 CONTINUING INFORMATION OBLIGATION

5.1 Insurance Company

The Agreement shall include the terms and conditions applicable to the Insurance. After the entering into the Agreement, the Insurance Company shall hold all individual insurance policy documents on behalf of the Policyholder. The Policyholder may at any time request copies of the policy documents.

During the period of validity of the Agreement, the Insurance Company shall annually send the Policyholder information on the changes in Premiums, terms and conditions and other similar matters concerning the Insurance that are of obvious importance to the Policyholder.

If the Insurance Company or its' representative has, during the validity of the Agreement, given inaccurate, incorrect or misleading information on the Insurance, the Insurance Company shall make a correction on the matter without further delay. The Agreement shall be considered effective according to the correct information from the moment the Policyholder has been presented the correct information. This shall not, however, apply to information that the Insurance Company or its representative has issued on a future compensation after the occurrence of an Insured Incident.

5.2 The Policyholder and Insured

The Policyholder and the Insured shall inform the Insurance Company of any change essentially increasing the risk of damage in circumstances disclosed to the Insurance Company when entering into the Agreement or in a condition cited in the Agreement taking place during the Insured Period, which the Insurance Company cannot be regarded as having taken into consideration when entering into the Agreement.

Examples of changes that the Policyholder and Insured should notify

- Change in the intended use of the vehicle, such as from private use to licensed use or rental;
- Material change in the goods or materials transported with the vehicle;
- Material change in the structure or engine power of the vehicle;
- Installation of an accessory that materially affects the value or use of the vehicle, such as a crane; or
- Change in the home location or country of the vehicle.

If the Policyholder or Insured deliberately or through negligence that cannot be considered minor has neglected to provide information on an increased risk, the compensation may be reduced or denied. When considering a reduction or denial of compensation, the significance of the changed circumstance that increased the risk had in the occurrence of the damage shall be taken into account. In addition, the intent of the Policyholder or Insured and the nature of the negligence as well as other circumstances shall be taken in consideration.

6 SAFETY REGULATIONS AND SALVAGE OBLIGATION

6.1 General

The Insured must comply with the Safety Regulations.

If 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. If the damage is caused by a third party, the Insured must take the necessary steps to safeguard Insurance Company'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. If 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, if this is in the interest of the Insurance Company. The Insured must in all circumstances comply with instructions issued by the Insurance Company to prevent and limit losses. The Insurance Company shall reimburse reasonable costs incurred while fulfilling the above-mentioned duty of salvage, even if the amount Insured were exceeded.

6.2 Failure to Comply

If the Insured deliberately or through negligence that cannot be considered minor had neglected to comply with the Safety Regulations or the duty of salvage specified above, or if the Insureds' use of alcohol or drugs has affected to the negligence, the compensation may be reduced or denied.

When considering a reduction or denial of the compensation, the significance of failing to comply with the Safety Regulations in the occurrence of the damage shall be taken into account. In addition, the deliberate nature of the Insured's actions, the quality of the negligence and other circumstances shall also be taken into account

7 CAUSING OF AN INSURED INCIDENT

The Insurance Company shall be free of liability towards an Insured who has deliberately caused an Insured Incident.

If the Insured caused the Insured Incident through gross negligence or if alcohol or drugs consumed by the Insured affected the Insured incident, the compensation due to him/her may be reduced or denied. However, the Insurance Company shall nevertheless pay as compensation 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 from the Insured due to the insolvency of the Insured established in recovery or bankruptcy proceedings.

8 CONNECTED PARTIES

What is said above about the Insured in respect of causing an Insured Incident, compliance with Safety Regulations or the duty of salvage shall also apply to a person who

- by the consent of the Insured is responsible for a self-propelled or towable vehicle, vessel or aircraft that is an Object of the Insurance;
- owns the Object of the Insurance together with the Insured and uses it together with him/her; or
- lives in the same household with the Insured and uses the Insured Property together with him/her.

What is said above of the Insured with respect of compliance with the 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

The Insurance Company shall not make appeal to Sections 6 or 7 to be released from liability or to limit its

liability, if the Insured, when causing the increased risk or Insured Incident or neglecting to comply with the Safety Regulations or the duty of salvage,

- Was less than 12 years old or in such a state of mind that he could not have been convicted of a crime; or
- Was acting to prevent personal injury or loss of property in circumstances where the negligence or action was justifiable.

What is said in this Section of the Insured or a comparable person, also applies to the comparable parties based on Section 8.

10 PROCESSING OF CLAIMS

10.1 Duties of the Claimant

The claimant must submit to the Insurance Company all documents and information that are necessary to establish the liability of the Insurance Company. Such 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 compensation must be paid. The claimant shall obtain at his/her cost the information that is the most readily available to him/her, however, also taking into account the Insurance Company's possibilities of obtaining information.

The Insurance Company shall not be liable to pay compensation before obtaining the above-mentioned information. If the claimant has after the Insured Incident deceitfully provided the Insurance Company false or deficient information which is significant in terms of investigating the Insured Incident and the Insurance Company's liability, the compensation may be reduced or denied completely according to what is reasonable considering the circumstances.

The Insured shall, 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.

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

10.2 Expiry of the Right to Compensation

The compensation must be claimed from the Insurance Company within 1 year of the date on which the claimant was informed of the existence of the Insurance, the Insured Incident and the damage having resulted therefrom and latest 10 years from the Insured Incident.

Giving notification of the Insured Incident is comparable to the making of a claim. If the claim is not submitted within the above time limits, the claimant shall lose his/her right to compensation.

10.3 Duties of the Insurance Company

After the occurrence of an Insured Incident the Insurance Company shall inform the claimant, such as the Insured and a possible beneficiary, of the contents of the Insurance and the procedure for claiming compensation. Any preliminary information given to the claimant on the future compensation, compensation amount or manner of paying the compensation shall not affect the duty to pay pursuant to the Agreement.

The Insurance Company shall pay the compensation arising from the Insured Incident in accordance with the Agreement 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 its liability. If the amount of compensation is disputable, the Insurance Company shall, however, remit the undisputed part within the above-mentioned time limit. Insurance Company shall pay overdue interest on any delayed compensation payment in accordance with the Interest Act (633/82).

10.4 Right of Set-off

The Insurance Company shall have a right to set-off any unpaid and overdue Premiums and other overdue undisputed payments to the Insurance Company and relating to the Insurance, from the compensation payable to the Insured, following general practices.

11 COMPENSATION

11.1 Overinsurance and Prohibition of Unjust Enrichment

The property or benefit is overinsured, if the amount Insured cited in the Agreement is considerably greater than the actual value of the Insured property or benefit. The Insurance Company shall not pay compensation 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, essentially based on an estimate given by the Insurance Company or its representative, compensation shall be paid in accordance with the amount Insured, except whenever the 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 Agreement is considerably less than the actual value of the Insured property or benefit.

The Insurance Company shall only pay compensation 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, essentially based on an estimate given by the Insurance Company or its representative, the total loss amount shall be compensated, however not exceeding the Insured amount.

12 APPEALING A DECISION BY THE INSURANCE COMPANY

12.1 General

There are several recourses available to the Policyholder or claimant who wishes to appeal a decision made by the Insurance Company. He/she can initiate legal action against the Insurance Company. Before this, he/she can ask for advice and guidance from the Finnish Financial Ombudsman Bureau (FINE) or request for a recommended solution from the Insurance Complaints Board at FINE. Being processed by a Board shall not prohibit initiating a legal action. The Boards, on the other hand, shall not hear a case that has been heard or is pending in court.

12.2 Self-adjustment

If the Policyholder or claimant suspects an error in a claims settlement decision or other decision of the Insurance Company, he/she shall be entitled to receive more detailed information on matters having resulted in the decision. The Insurance Company shall rectify the decision, if this is warranted by the results of re-examination.

12.3 Legal Action and Jurisdiction

If the Policyholder or claimant is not satisfied with the decision of the of the Insurance Company, he/she can initiate legal action against the Insurance Company. 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 Insurance Company'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 the Insurance Company must be initiated within 3 years of the date on which the interested party was informed of Insurance Company's decision and this time limit in writing. After expiry of this time limit, there shall be no entitlement to file a case.

13 RIGHT OF RECOURSE

13.1 Towards a Third Party

The entitlement of the Insured to compensation for a loss for which a third party is liable shall be transferred to the Insurance Company up to the amount of compensation paid by the Insurance Company.

If 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 3.1 of the Tort Liability Act, the Insurance Company shall only have a right of recourse towards this person if he/she caused the Loss deliberately or by gross negligence or if he/she is liable regardless of negligence.

The Insurance Company shall, regardless of what is said above, also have a right of recourse towards a party having caused the Loss:

- By negligence when driving a vehicle taken in use without authorization;
- 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 liter of air exhaled;
- 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; or
- Intentionally or with gross negligence as the owner, holder, driver or passenger.

13.2 Towards a Policyholder or Insured

The Insurance Company may claim the compensation paid to an Insured intended in Section 13.1 or part thereof back from the Policyholder, Insured or party comparable with the Insured under Section 8 who has caused the Insured incident (Section 7) or neglected duties under the Sections listed below:

- Section 2.2 (duty of disclosure when concluding the Agreement)
- Section 5.2 (duty of disclosure concerning increased risk)
- Section 6.1 (duty to comply with Safety Regulations)
- Section 6.2 (failure to comply with Safety Regulations).

Based on the right of recourse, the Insurance Company may claim back a compensation paid in its entirety, if the

Insurance Company would on grounds cited in Sections 2.2, 5.2, 6.1, 6.2 or 7 be free of liability or entitled to refuse compensation. If the compensation would have been reduced pursuant to Sections listed above, the Insurance Company may claim back the part of the compensation corresponding to the reduction.

14 MODIFYING THE AGREEMENT

14.1 Modifying the Terms During the Insured Period

The Insurance Company is entitled to change the Premium or other terms and conditions of the Agreement to correspond with changed circumstances during the Insured Period, if

- The Policyholder or the Insured has neglected their duty of disclosure intended in Section 2.2; or
- A change intended in Section 5.2 has taken place in the circumstances of which the Policyholder or Insured notified the Insurance Company when the policy was issued or cited in the policy document.

The Insurance Company shall send out notification of how and from what date the Premium or other terms will change without due delay after becoming aware of the above-mentioned changes. This notification shall make reference to the Policyholder having a right to terminate the Agreement.

14.2 Modifying the Terms at the Turn of the Insured Period

The Insurance Company shall have a right to make changes in the Premium or other terms of the Agreement at the turn of the Insurance Period.

If the Insurance Company makes modifications as above, the Insurance Company shall send to the Policyholder a notification of how the Premium or other terms will change. This notification shall make reference to the Policyholder having a right to terminate the Agreement. The change shall become effective from the beginning of the Insured Period that follows next after a period of 1 month from sending out the notification.

15 TERMINATION OF THE AGREEMENT

15.1 The Insurance Company's Right to Terminate

The Insurance Company shall have the right to terminate the Agreement policy if the Policyholder, regardless of a written notice by the Insurance Company, neglects to comply with the terms of the Agreement. The Insurance Company may terminate the Agreement to end immediately, however, not earlier than 14 days from the issuance of the termination notice.

The Insurance Company shall have the right to terminate the Agreement at any time during the Insurance Period. The Insurance shall terminate 2 months after the issuance of the termination notice.

The Agreement shall be considered terminated in case the Policyholder has no vehicles insured under the Agreement.

15.2 The Policyholder's Right to Terminate the Agreement

The Policyholder shall have the right to terminate the Agreement to end only at the turn of the Insurance Period. The termination must be effected in writing. Any other form of cancellation shall be void. The written notice of termination must be sent to the Insurance Company not less than 1 month before the end of the Insurance Period.

15.3 Termination of Insurance of a Single Vehicle

The Policyholder may terminate the Insurance for a single vehicle when a vehicle, that does not need to be registered in a vehicle register, is destroyed or it has been decommissioned in accordance with the motor liability insurance act.

15.4 Ending of the Insurance for a Single Vehicle

Insurance for a single vehicle within the Agreement ends when:

- The vehicle is transferred to another new owner or holder than the Policyholder;
- The vehicle is removed from the vehicle register. However, if the vehicle is still used in traffic in accordance with the motor liability insurance act, the Policyholder must notify within 7 days of the removal of the vehicle from the register that the insurance is not ended for the said vehicle; or
- The vehicle is permanently decommissioned.

16 THE THIRD PARTY RIGHTS

16.1 Other Insured

The Insurance shall be valid for the owner, a party having bought the Object of the Insurance, 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 Object of the Insurance falls.

16.2 Position of the Insured upon the Insured Incident

The Insurance Company shall only make appeal to neglect of duty of disclosure (Section 2.2) or giving notification of an increased risk (Section 5.2) by the Policyholder or another Insured to reduce or deny compensation due to an Insured intended in the previous Section if the Insured intended in Section 16.1 knew or he/she should have known about the actions of the Policyholder or another Insured. Each Insured is entitled to compensation paid out due to an Insured incident.

The Policyholder shall, however, be entitled to negotiate with the Insurance Company in a manner that is binding to the Insured and draw compensation, except if the Insured is cited by the name in the Agreement 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 compensation.

16.3 Right to Receive Payment out of Compensation

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 compensation 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

compensation before a party having bought the property on terms of reservation of title.

The provisions on a mortgage holder's right to insurance compensation shall apply to a mortgage holder's right to receive payment out of the compensation.

16.4 An Injured Party's Right to Compensation

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

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

16.5 An Injured Party's Right to Appeal

The injured party shall have the right to bring legal action against the Insurance Company because of the compensation decision or ask for advice and guidance from the Finnish Financial Ombudsman Bureau (FINE) or request for a recommended solution from the Insurance Complaints Board at FINE as specified in Section 12.

17 PROCESSING OF LOSS STATISTICS

The Insurance Company shall hand over information on Incidents reported to the Insurance Company to the shared incident register of insurance companies.

At the same time, the Insurance Company shall check the Incidents reported to other Insurance Companies. The Insurance Company may only use this data in connection with the processing of claims in order to fight insurance fraud.

18 THE CONTACT DETAILS OF THE INSURANCE COMPANY AND ITS AGENTS

Insurance company:

Euro Insurances DAC

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Block C, Central Park
Leopardstown, Dublin 18
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