



OP Gold

Rental car collision damage excess waiver

Insurance terms and conditions

Inter Partner Assistance SA

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1 Information about the insurance cover

1.1 Important information

These terms and conditions list the insurance benefits that can be paid **to the insured** when the insured has an OP Gold credit card. The insurance policy is granted to OP Retail Customers plc by Inter Partner Assistance SA.

The insurance is a group insurance policy taken out by the policyholder OP Retail Customers plc for OP Gold cardholders. Pursuant to the Insurance Contracts Act, the policyholder has direct rights **towards the** insurer. The insured has no direct rights, in lieu of which the insured, in accordance with the contract, receives benefits as a cardholder. Compliance with the contract's terms and conditions is a prerequisite for any benefit payment.

This document is a guide for the insured and a contract with the insurer, and includes information about the benefits, terms and conditions, and any exceptions related to the insurance benefits of an OP cardholder. All claim applications are handled in accordance with these terms and conditions.

A word or definition material to these terms and conditions is printed in bold type once in a single paragraph of text. All material words and definitions are defined in the glossary on page 5.

1.2 The validity of the insurance

Any payment of the benefits summarised in this document requires **the insured** to hold a valid OP Gold credit card at the time of the event that results in a claim application. The rental car must be paid for in full with the OP Gold credit card – that is, the card's credit facility. OP Retail Customers plc informs the insured of any material changes to the terms and conditions, or if the insurance policy based on which any benefits paid pursuant to this contract is cancelled or terminates.

The insured is a private person residing in Finland aged at least 21 and no more than 80 and a cardholder of the aforementioned OP Gold credit card. The insurance is valid when the cardholder has a valid driving licence for the vehicle they have rented, and when they are named as the first driver in the rental agreement.

The exemption from the deductible of rental car damage begins for cars rented **after the card**, providing the insurance cover becomes valid. The insurance cover terminates when the card's account is closed, or when this insurance cover is withdrawn, or they terminate.

The insurance is valid for travel abroad when 50% of the travel's expenses have been paid for with an OP Gold card. The travel's expenses include accommodation and travel to the destination by aeroplane, bus, train or rental car.

The insurance is valid for travel in Finland when at least two nights' accommodation subject to a charge or travel to the destination (by airplane, bus, train or rental car) has been reserved in advance and paid for with an OP Gold card.

The maximum duration of the travel is 45 days. However, the rental period of the rental car may not exceed 30 days. If either of these is exceeded, the cover is not valid in any respect.

The maximum benefit payable based on the cover is EUR 2,000, with a deductible of EUR 0. This insurance policy is governed by Finnish law.

1.3 Benefits

What does the insurance cover?

The insurance covers deductible costs of up to EUR 2,000 in a situation where a licensed rental car company or agency holds **the insured** liable. The costs are attributable to any material damage occurring to the rental car during **the rental period**, such as any damage to the vehicle, fire, vandalism or **theft**, including subsequent loss of earnings for the period during which the rental car is not rentable due to the damage or material damage in question.

See the "Filing a loss report" section for information about the documents the insured must submit.

The rental car company compensates for the damage to the rental vehicle with regard regarding the portion exceeding the deductible based on another agreement or the rental vehicle's insurance policy.

What does the insurance not cover?

The insurance cover is not valid in the following situations:

- The insured does not have a valid driving licence in the category of the **rental vehicle** driven (**a driving licence issued in the country of residence** or a driving licence issued in the country that has issued the insured's passport).
- The insured has received more than three speeding fines over a period of one year prior to the **trip**.
- The insured has been sentenced (or the insured is waiting to be charged) for driving under the influence of drugs or alcohol, or the insured has been sentenced, or their driving licence has been denied (or the insured is waiting to be charged) for dangerous and/or reckless driving.
- The insured is under the age of 21 or over the age of 80.
- The insured breaches the terms and conditions of the rental agreement.
- The rental of more than one rental vehicle at the same time.
- Rental for a period other than that specified in the rental agreement or for a period exceeding 30 days.
- Continuous, leasing-type rental and temporary replacement cars.
- A vehicle's rental by the hour (or for a shorter period) when a representative of a licensed rental car agency has not inspected the car prior to and after its rental.
- **The insurer** pays for the insurance's **deductible** only if it is included in the rental agreement, the rental vehicle's insurance policy or another insurance policy of the insured which applies to the same event.
- Vehicles used for off-road driving or for practice in car races, rally practices or speed tests, or for a purpose other than that specified in the rental agreement.
- The loss and/or damage of vintage cars more than 20 years old or cars not manufactured for at least ten years.
- Loss and/or damage attributable to a person not having followed the servicing instructions and manual in the rental vehicle, or attributable to wear and tear, insects or pests.
- All costs undertaken by the insured, or costs the insured negotiates or agrees on or pledges to, or on

which they accept a settlement.

- All fines (including speeding and parking tickets) and damages.
- The amount of compensation for which the insured can apply from another insurance policy, regardless of whether the insurer rejects the application or leaves it unresolved for any reason whatsoever.

The insurance cover does not apply to rental vehicles of the following kind:

- mopeds and motorcycles, limousines, utility vehicles, lorries, campervans and vehicles not registered for road use, such as trailers and caravans;
- rental vehicles with a retail price in excess of EUR 60,000 (or equivalent in local currency);
- rental vehicles used as a reward, in car races, in speed and endurance tests, track racing, or in practice for events of this kind;
- utility vehicles used for commercial purposes.

1.4 Filing a loss report

To file a loss report, go to:

<https://eu.claims.axa.travel/>

You can also call OP Gold's Customer Service number, 0100 0510. Select 3, Rental car insurance.

Be prepared to give the following information for the loss report:

- **the name** of the insured
- the first six (6) numbers of the card
- the details of the insurance event

Please file the loss report within 28 days of the event and deliver all additional information to **the insurer** as soon as possible.

In all events, inform the insurer of the claims within a year of your becoming aware of the validity of the insurance, the insurance event or the loss/damage caused by the insurance event, and in all cases no later than within 10 years of the insurance event.

You must keep copies of all the documents you submit to the insurer. The insurer may need to appoint an agent for the handling of applications so that the applications can be resolved in a timely and fair manner.

The insured must submit the details needed for the handling of their claim application. The insurer may make a request for additional documents, not listed below, in support of the insured's application. If the insured fails to submit such documents, the application may be rejected.

The documents needed by the insurer for handling your application:

Appendices to the claim application

- The original bills
- The original receipts and documents of all expenses paid for by **the insured** themselves
- The details of all other insurance policies that may also pay benefits for the event
- All documents that the insured may be able to present in support of their claim application

In addition

- The insured must submit the original receipts, reservation bills and travel documents indicating the travel and reservation dates, and showing that the trip was paid for with an OP Gold credit card
- The rental agency's rental agreement
- A copy of the driving licence
- A report of the accident and the rental car agency's damage bill
- A bank statement or the original bill indicating how much the insured has paid for the damage.

1.5 Glossary

The definitions and expressions in this glossary have the same meaning throughout these terms and conditions.

Country of residence

Finland. The insured must have a permanent home address in Finland.

Public transport

Road, rail, marine or air traffic in which a licensed operator operates the scheduled and/or charter passenger transport from which the insured has reserved a trip.

Cardholder

The holder of the card providing the insurance cover.

Home

Your regular place of residence in the country of residence.

Next of kin

Mother, father, sister, brother, spouse or betrothed or cohabiting partner (a couple living permanently in the same address), daughter, son, including adopted child, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepfather or stepmother, stepchild, stepsister or stepbrother, foster child, guardian or legal guardian.

Physician

A medical professional practising their occupation under a legal licence recognised pursuant to the law of the country in which the care is administered, and who, when administering said care or treatment, operates within the bounds of their licence and training and is not your next of kin.

Trip

A holiday, business or recreational trip made abroad or in Finland that begins from the country of residence and ends there during the validity of the insurance cover. Travel in Finland means a trip in Finland when the insured travels more than 50 kilometres from their home, workplace, place of study or a holiday home in their permanent use.

N.B. The insurance policy does not cover trips to a country, territory or event to which the Ministry for Foreign Affairs or an authority of the country of departure or of the destination country does not recommend travel in any circumstances.

Deductible

The portion of compensation for which the cardholder continues to be liable based on the rental agreement when the cardholder has not taken out other insurance for the rental car.

Bodily injury

A recognisable injury caused by a sudden, violent, external and unforeseeable event. An injury resulting from an unavoidable exposure to the forces of nature is considered a bodily injury.

Illness (illnesses)

Any physiological or psychological illness, disease, condition or disability that has affected the insured or their next of kin.

Terrorism

Any action that involves the use of force or violence and/or the threat of such, carried out solitarily or in a group and in association with an organisation (or organisations) or government (or governments), and which includes influencing a government or terrorising the public due to a political, religious, ideological or similar agenda.

Under the influence

In the event that tests according to which the subject's blood alcohol content is more than 0.02% have been conducted or the subject tests positive for drugs; if a test has not been conducted, all statements made during the event that corroborate the use of drugs or alcohol or which express a suspicion to this effect.

The insured/insured persons

The holder of an OP Gold card.

Insurer

Inter Partner Assistance SA, a member of AXA Group, 7 Boulevard du Régent, 1000 Brussels, Belgium, an insurance company supervised by the National Bank of Belgium under the number 0487, business ID 0415.591.055, and the service provider arranged by Inter Partner Assistance SA.

Policyholder

OP Retail Customers plc, Gebhardinaukio 1, 00510 Helsinki, Finland.

Card providing insurance cover

An OP Gold credit card issued by OP Retail Customers plc that is valid and has been taken into use, and the balance of which has been paid in accordance with the cardholder's agreement at the time of the event that results in a claim application.

Termination of insurance cover

The insurance covers terminate when the account related to a card is closed, the insurance covers are cancelled or they expire.

Theft

A theft carried out by a third party (a person who is not a relative of the cardholder or their next of kin) violently, by threatening violence or by larceny, robbery or burglary.

Rental period

The period indicated in the rental agreement, not exceeding 30 days.

Rental vehicle

Passenger cars, estate cars, and vans which can transport a maximum of nine people and can be driven on public roads. The insurance cover is valid for a maximum of 30 days. The insurance cover is valid in the country of residence and abroad.

Rental vehicle insurance

The primary insurance policy that a licensed rental company or agency has for the rental vehicle, and that covers risks such as civil liability or the theft of the rental vehicle. This also covers operators renting privately owned vehicles when the rental agreement has been made, the cars have been insured, and the amount of the deductible has been indicated.

2 General conditions

For the full insurance cover, the insured must comply with the following terms and conditions. Should the insured fail to comply with the terms and conditions, **the insurer** may refuse to handle the claim application or reduce the amount of the benefit.

1. The insurance cover does not extend to medical treatment expenses, legal aid abroad, liability loss/damage abroad or benefits pertaining to a robbery at an ATM in connection with a cash withdrawal in the country of residence.
2. The insured must take all reasonable precautions to ensure that a loss does not occur. The insured must act as if there were no insurance, and the insured must carry out any measures that will make the losses as small as possible, as well as any reasonable measures to prevent a reoccurrence of the events, and by which the lost property can be returned.
3. The insurer requests the insured to inform the insurer within 28 of days of it coming to the attention of the insured that they must file a loss report and to deliver all additional information to the insurer at their earliest convenience.
4. The insured must report all loss events to the local police in the country in which they occur and file an offence report or a report of lost property, which must indicate the code given to the report they have filed.
5. The insured may not leave any property in the care of the insurer, and the insured must retain all damaged objects or items, as the insurer may have to see them.
6. The insured must deliver all the required documents specified on page 5, requested by the insurer, at the insured's expense. The insurer may make a request for additional documents, not listed on page 5, to be appended to the insured's application. If the insured fails to submit such documents, the application may be rejected.
7. The insured or the legal representatives of the insured must send to the insurer at the insured's expense all information, evidence, medical certificates, original bills, receipts, notifications and assistance that may be needed, including information about any other insurance policies that may cover the loss in question. The insurer may choose not to compensate the insured for expenses for which the insured cannot produce receipts or bills. Copies must be kept of all documents submitted to the insurer.
8. The deductible of the insurance is deducted as applicable in terms of each insured person and each event.
9. The insured may not accept, deny, agree, reject, negotiate or make any arrangements on the benefits without the insurer's permission.
10. The insured must inform the insurer and provide detailed information in writing to the insurer if someone

holds the insured responsible for any property damage or bodily injury caused to them. The insured must immediately send to the insurer all procedural documents or summons, claims or other documents related to the insured's application.

11. When a case pertains to a claim application, and if the insurer requests it, the insured must consent to an examination performed by a physician selected by the insurer at the insurer's expense as often as can reasonably be deemed necessary before the benefit is paid. When a case pertains to the death of the insured, the insurer may also request a post mortem and pay for it.
12. The insurer, when it so wishes, has the right, in the name of the insured but at the insurer's expense, to:
 - make an agreement on the benefit to paid;
 - undertake legal action on behalf of the insured to secure compensation from any other party for the benefit of the insurer or to secure the return of payments already made from any other party;
 - take measures for the recovery of lost property or property believed lost.
13. This insurance policy is invalid if the insured or a person acting on behalf of the insured in some respect attempts to secure funds, information or other property by fraudulent or other illegal means by intentionally presenting incorrect information or failing to provide information in order to give a false impression of the situation, for example. The insurer may report such attempts to the police, and the insured must pay back to the insurer any money already received based on the insurance.
14. If the insurer pays for expenses not covered by the insurance policy, the insured must reimburse the insurer for them within one (1) month of the insurer making a request to this end.
15. The insurer makes every effort to provide all services in all circumstances in accordance with the insurance policy. Geographically remote locations or unforeseeable damaging local events may prevent the provision of a service at its standard level.
16. The insured must first apply for compensation from another policy offering the cover in question.
17. If the insured has several cards issued by OP Retail Customers plc, the insurer pays benefits only up to the cards' largest individual limit, and the cards' benefit values cannot be added together.

3 General exclusions

These restrictions apply to the entire insurance policy of the insured. The insurer does not pay benefits resulting directly or indirectly from the following:

1. In respect of all sections, for claims the reason for which is not listed in the "What does the insurance cover?" section.
2. For claims in terms of which the insured has not delivered the necessary documents requested by the insurer on page 5 at the expense of the insured. The insurer may make a request for additional documents, not listed, to provide grounds for the insured's application.
3. All claims resulting from the insured attempting to commit suicide or having committed suicide, inflicting damage upon themselves intentionally, using pharmaceuticals not prescribed by a physician, having been addicted to drugs or alcohol, or abusing them or having been under their influence.
4. Unnecessarily exposing oneself to danger (unless attempting to save a human life).
5. All claims attributable to the insured having participated in a fight, excluding self-defence.
6. The insured's trip is in conflict with the terms and conditions related to the health of passengers as laid out by the operator, its representatives or other operators.

7. The insured's own illegal activity or a criminal trial against the insured or any loss or damage intentionally perpetrated or caused by the insured.
8. All other losses, damage or additional expenses attributable to an event for which the insured is claiming benefits. Such losses, damage or additional expenses would include expenses incurred from preparing the claim application, expenses resulting from a loss of earnings or a suspension of the insured's business activity, or losses or expenses resulting from inconvenience, anxiety or loss of pleasure.
9. Excluding the duties of employees of the defence forces, police, fire brigade, health care, rescue services or government offices, claims attributable to a permitted holiday being cancelled for work-related reasons, as specified in the section concerning the cancellation or interruption of a trip.
10. The total benefit received by the customer cannot exceed the amount of the original loss. The insurer does not pay the damages paid by another insurance company.
11. The insured travelling to a country, territory or event to which the Ministry for Foreign Affairs or another authority in the country of departure or destination has urged the public to avoid all travel.
12. All expenses that the insured would be required to pay, or that the insured would have been expected to pay, had the event resulting in the compensation not occurred.
13. All circumstances of which the insured has been aware prior to obtaining the insurance or at the time the trip was booked, and which could reasonably be expected to result in a claim application based on this insurance policy.
14. Phone and fax expenses, and network payments, unless they can be shown to result from contacting the insurer.
15. War, attack, the acts, hostilities or war-like measures of foreign hostiles (regardless of whether war has or has not been declared), civil war, insurrection, terrorism, revolution, insurgency, civil unrest which, based on numbers or scope, can be considered a popular uprising, army rebellion or a usurpation of power, this restriction nevertheless not being applicable to losses under the sections on medical treatment expenses and accident, unless the losses in question are attributable to a nuclear, chemical or biological attack, or if disruptions occurred since the beginning of the trip.
16. Ionising radiation or contamination resulting from the radioactivity of nuclear fuel or nuclear waste, the burning of nuclear fuel, or the radioactive, toxic, explosive or other dangerous quality of a nuclear facility or the nuclear core of the facility in question.
17. Losses, destruction or damage directly attributable to pressure waves caused by aeroplanes and other aircraft flying at the speed of sound or at supersonic speeds.
18. The insurer is not considered obligated to provide insurance or a benefit, or to pay compensation insofar as the provision or payment of such insurance cover or benefit would expose the insurer in question to any sanction, injunction or restriction pursuant to UN resolutions or the trade or economic sanctions, laws and regulations of the European Union, the United Kingdom or the United States.
19. The insurance policy does not provide compensation for situations directly or indirectly caused by medical conditions that have not begun, or the first symptoms of which have not appeared during a trip, and for which no medical treatment has been received during the trip.
20. The insurance cover does not extend to claim applications attributable to the insured travelling against a physician's orders (or claim applications attributable to situations where the insured would be travelling against a physician's orders, had they visited a physician).
21. The insurance cover does not extend to claim applications attributable to the purpose of a trip being to receive treatment by a physician or to visit a physician by appointment abroad.

4 How to submit a complaint concerning the insurance policy

We want to provide as high-quality services as possible. If you are unhappy with the services you receive, here is what to do:

- Write a complaint to the handling group, which will carry out an investigation on your behalf, to AXA Travel Insurance Services, P.O. Box 43, 00501 Helsinki, Finland, or
- send an email to clp.fi.travelinsurance@partners.axa, or
- call OP Gold's Customer Service number, 0100 0510. Select 3, Rental car insurance.

If contacting the insurance company does not lead to your desired result, you can contact the Finnish Financial Ombudsman Bureau in relation to the claim settlement decision by mail (Porkkalankatu 1, 00180 Helsinki, Finland) or by calling (0)9 685 0120. You will receive the recommended decision from the Insurance Complaints Board.

You can also contact the Consumer Disputes Board (P.O. Box 306, 00531 Helsinki, Finland), which also provides recommended decisions.

If you are unhappy with the claim settlement decision made by the insurance company, you have the right to initiate proceedings in the Helsinki District Court or in the general court of first instance of your place of residence within three (3) years of having been informed in writing of the decision made by the insurance company.

4.1 Withdrawal of benefits related to the insurance policy

These insurance covers are linked **to the card providing the insured's insurance cover** and cannot be withdrawn separately. If the insured cancels the card providing the insurance cover, the insurance cover terminates, and all the related benefits cease. The card agreement includes detailed information about how to cancel the card providing the insurance cover.

4.2 Processing of personal data

By disclosing their personal data as this insurance policy takes effect and **in connection with** the services provided by the insurer, **the insured** consents to the insurer processing the personal data of the insured.

The insured consents to the insurer processing the insured's sensitive data. If the insured discloses the data of other persons to the insurer, the insured is obligated to inform these persons of the insurer processing their data in the manner described in both this document and the insurer's privacy policy, available at www.axapartners.com/en/page/en.privacy-policy.

The processing of the insured's personal data is necessary for the provision of the insurance contract and other services. The insurer processes the insured's data to comply with the insurer's legal obligations or if it otherwise accords with the insurer's legitimate interests in the management of the insurer's business. If the insured does not disclose this data, the insurer cannot grant the insurance or process the insured's claim application.

The insurer processes the insured's data for several legitimate reasons, including:

- Risk assessment and pricing (also referred to as 'underwriting'), the management of insurance policies, the handling of insurance benefits, the processing of complaints, sanctions checks and fraud prevention.
- For the use of sensitive data pertaining to the health or vulnerability of the insured or other persons related to the claim application or a request to arrange assistance for the provision of the services described in this policy document. By using the insurer's services the insured gives the insurer permission to use said data for these purposes.
- For the monitoring and/or recording of calls related to the insured's insurance cover for the purposes of education and quality control.
- For technical investigations in which benefits and insurance premiums are analysed, pricing is adjusted, the customer process is supported and financial reporting is improved (also in accordance with regulation). For the detailed analysis of claim applications to allow for the better supervision of providers and activities. For analysing customer satisfaction and for customer segmentation to further improve the products' adjustment to market needs.
- For obtaining and saving all relevant and appropriate additional evidence in terms of the insured's claim application so that the services pursuant to these terms and conditions can be provided, and the insured's claim application can be approved.
- For sending requests for feedback or surveys on the insurer's services to the insured and for taking care of other communications involving customer relations.

The insurer may disclose data pertaining to the insured and the insured's insurance cover to AXA Group companies, the insurer's service providers and agents so that the insured's insurance cover can be managed and maintained, the insured can be offered assistance while they are travelling, to prevent fraud, collect payments and otherwise as required or permitted by the applicable law.

The insurer separately requests the insured's consent before using the insured's personal data or disclosing it to another party in order for such a party to contact the insured in relation to products or services (direct marketing). The insured may, at any time, withdraw their consent to marketing or prevent requests for feedback by contacting the data protection officer (contact details can be found below).

In connection to such activities, the insurer may transfer the insured's personal data outside the United Kingdom or the European Economic Area (EEA). In such situations, the insurer ensures that the appropriate security measures needed to protect the insured's personal data are in place. The insurer ensures that security measures corresponding with the level of the United Kingdom and the EEA are in place and that the party to whom the insurer transfers the personal data protects the data in accordance with the appropriate standards pursuant to their contractual obligations.

The insurer stores the insured's personal data for as long as is reasonably necessary for fulfilling the purposes specified in this statement and for complying with the insurer's legal obligations.

The insured has the right to request a copy of the data that the insurer has on the insured. The insured also has other rights with respect to how the insurer uses the insured's data, as is specified in the privacy policy available on the insurer's website. We kindly request the insured to inform us if any data concerning an insured person is inaccurate, so that said data can be corrected.



If you wish to have additional information about how to file a complaint with the data protection authority, if you have any requests or concerns related to the use of your data, or if you wish to receive a hard copy of our website's privacy policy, please contact us at this address:

Data Protection Officer AXA
106-108 Station Road Redhill
RH1 1PR

Alternatively, you can send an email to:
dataprotectionenquiries@axa-assistance.co.uk