

# Common Compendium

## FIN – Finland

Review date: 7.12.2022

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**Country Code:** FIN

**Organisation (s):** The Finnish Motor Insurers' Centre

### 1. Basic Information (GCB/GF/CB)

*This section is aimed at all three organisations. The questions are repeated three times to be filled out by each organization*

**1.1. If relevant, please indicate the name of the organisation that operates as:**

**Green Card Bureau:** The Finnish Motor Insurers' Centre

**Guarantee Fund:** The Finnish Motor Insurers' Centre

**Compensation Body:** The Finnish Motor Insurers' Centre

**Information Centre:** The Finnish Motor Insurers' Centre

**1.2. What is the legal status/form of your organisation? Only one option can be selected by each organisation.**

*Please answer in your capacity as Green Card Bureau:*

- Non-profit organisation
- Association of legal entities
- Limited liability company

**Other. Please specify.** The Finnish Motor Insurers' Centre is a semi-public organisation founded on special legislation.

*Please answer in your capacity as Guarantee Fund:*

**Non-profit organisation**

**Association of legal entities**

**Limited liability company**

**Other. Please specify.** The Finnish Motor Insurers' Centre is a semi-public organisation founded on special legislation.

*Please answer in your capacity as Compensation Body:*

**Non-profit organisation**

**Association of legal entities**

**Limited liability company**

**Other. Please specify.** The Finnish Motor Insurers' Centre is a semi-public organisation founded on special legislation.

**1.3. How is the ownership of your organisation structured? Only one option can be selected by each organisation.**

*Please answer in your capacity as Green Card Bureau:*

**Owned/controlled by all Members equally**

**Part of state government**

**Other. Please specify.** All insurance companies engaged in motor liability insurance business in Finland are members of the Finnish Motor Insurers' Centre. Organs of the Finnish Motor Insurers' Centre are the General Assembly, the Board, and Managing Director. Every member has a right to participate and plead in the General Assembly. The General Assembly has the highest authority in the Finnish Motor Insurers' Centre.

*Please answer in your capacity as Guarantee Fund:*

**Owned/controlled by all Members equally**

**COUNCIL OF BUREAUX**

**Part of state government**

**Other. Please specify.** All insurance companies engaged in motor liability insurance business in Finland are members of the Finnish Motor Insurers' Centre. Organs of the Finnish Motor Insurers' Centre are the General Assembly, the Board, and Managing Director. Every member has a right to participate and plead in the General Assembly. The General Assembly has the highest authority in the Finnish Motor Insurers' Centre.

*Please answer in your capacity as Compensation Body:*

**Owned/controlled by all Members equally**

**Part of state government**

**Other. Please specify.** All insurance companies engaged in motor liability insurance business in Finland are members of the Finnish Motor Insurers' Centre. Organs of the Finnish Motor Insurers' Centre are the General Assembly, the Board, and Managing Director. Every member has a right to participate and plead in the General Assembly. The General Assembly has the highest authority in the Finnish Motor Insurers' Centre.

**1.4. How is the membership/governance of your organisation structured? Only one option can be selected by each organisation.**

*Please answer in your capacity as Green Card Bureau:*

**Only insurance undertakings are Member to the organisation**

**Mixed membership of insurance undertakings and other members**

**Only Members participate in the governance**

**Others may participate in the governance**

**Other. Please specify.** Click or tap here to enter text.

*Please answer in your capacity as Guarantee Fund:*

**Only insurance undertakings are Member to the organisation**

**Mixed membership of insurance undertakings and other members**

**Only Members participate in the governance**

**Others may participate in the governance**

**Other. Please specify.** Click or tap here to enter text.

**COUNCIL OF BUREAUX**

*Please answer in your capacity as Compensation Body:*

- Only insurance undertakings are Member to the organisation
- Mixed membership of insurance undertakings and other members
- Only Members participate in the governance
- Others may participate in the governance
- Other. Please specify. [Click or tap here to enter text.](#)

**1.5. Is your organisation a VAT liable entity? Only one option can be selected by each organisation.**

*Please answer in your capacity as Green Card Bureau:*

- Yes
- No

**If answered yes to question 1.5., please indicate the VAT number:** [Click or tap here to enter text.](#)

**If answered yes to question 1.5, is the service of claim handling VAT exempted?**

- Yes
- No

**In what instances is VAT refundable? Please specify.** [Click or tap here to enter text.](#)

*Please answer in your capacity as Guarantee Fund:*

- Yes
- No

**If answered yes to question 1.5., please indicate the VAT number:** [Click or tap here to enter text.](#)

**If answered yes to question 1.5, is the service of claim handling VAT exempted?**

- Yes
- No

**In what instances is VAT refundable? Please specify.** [Click or tap here to enter text.](#)

*Please answer in your capacity as Compensation Body:*

Yes

No

**If answered yes to question 1.5., please indicate the VAT number:** Click or tap here to enter text.

**If answered yes to question 1.5, is the service of claim handling VAT exempted?**

Yes

No

**In what instances is VAT refundable? Please specify.** Click or tap here to enter text.

**1.6. For a full overview of your national GCB/GF/CB please provide the link of your website:**

**GCB:** [www.lvk.fi/en](http://www.lvk.fi/en)

**GF:** [www.lvk.fi/en](http://www.lvk.fi/en)

**CB:** [www.lvk.fi/en](http://www.lvk.fi/en)

*The following questions are only aimed at Guarantee Funds and Compensation Bodies:*

**1.7. On what legal basis is your organisation authorised to carry out compensation?**

*Please answer in your capacity as Guarantee Fund:*

**Please provide the name and date of the law:** The provisions are laid in the Motor Liability Insurance Act (461/2016) which was adopted on 17 June 2016 and entered into force on 1 January 2017.

*Please answer in your capacity as Compensation Body:*

**Please provide the name and date of the law:** The provisions are laid in the Motor Liability Insurance Act (461/2016) which was adopted on 17 June 2016 and entered into force on 1 January 2017.

**1.8. Is compensation by your organisation subsidiary? Only one option can be selected by each organisation.**

*Please answer in your capacity as Guarantee Fund:*

Yes

No

**COUNCIL OF BUREAUX**

**Please provide further explanations:** Click or tap here to enter text.

**If the compensation is subsidiary, which entities are excluded?** Click or tap here to enter text.

*Please answer in your capacity as Compensation Body:*

Yes

No

**Please provide further explanations:** Click or tap here to enter text.

**If the compensation is subsidiary, which entities are excluded?** Click or tap here to enter text.

## 2. Applicable law (GCB/GF/CB)

*This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.*

### 2.1. Provide the title and if applicable, the number of your national law which forms the basis for making a claim (Road Traffic Act, Insurance Law, Liability Law, etc.)

The provisions are laid in the Motor Liability Insurance Act (461/2016) which was adopted on 17 June 2016 and entered into force on 1 January 2017.

### 2.2. What liability regime do your organisations operate with? Only one option can be selected.

Fault based liability

Strict liability

**Other. Please specify.** The Finnish motor liability insurance system is built on strict liability. According to section 31 of the Motor Liability Insurance Act, traffic accidents are covered by the motor vehicle's motor liability insurance policy even when no one has a personal indemnity liability as per using the vehicle in traffic, unless otherwise prescribed.

The main exception to strict liability concern liability in traffic accidents involving two or more vehicles. According to section 33 of the Motor Liability Insurance Act, when a vehicle has caused damage to another vehicle, a railway vehicle used on rails or persons or property in such a vehicle, the damage will not be compensated for from the insurance of the former vehicle unless the accident was caused by: 1) negligence of the vehicle owner, holder, driver or passenger; 2) the vehicle moving or being located in violation of traffic rules; or 3) inadequate condition or improper loading of the vehicle.

Furthermore, damage caused to an animal other than reindeer that has been unsupervised on a traffic route will not be compensated, unless the damage was caused by the intent or gross negligence of the vehicle owner, holder, driver, or passenger (section 37, subsection 2 of the Motor Liability Insurance Act).

**2.3. Are there any restrictions to the activities of your organisations regarding the way the law applies to visitors with regard to:**

**Country of residence. Please specify.** Click or tap here to enter text.

**Nationality. Please specify.** Click or tap here to enter text.

**Other. Please specify.** Click or tap here to enter text.

**2.4. For what types/categories of motor vehicles is insurance compulsory?**

As a rule, all vehicles that have Finland as their permanent place of residence must have motor liability insurance as provided in the Motor Liability Insurance Act. For the purpose of the Motor Liability Insurance Act, vehicle is defined as any motor vehicle intended for travel on land and propelled by mechanical power, but not running on rails, and any trailer, whether or not coupled (section 2, subsection 1, paragraph 1 of the Motor Liability Insurance Act).

**Are there any exemptions? Please specify.** According to section 8, subsection 1 of the Motor Liability Insurance Act, motor liability insurance need not be taken out for:

- 1) a motor-powered working vehicle or tractor that needs not be registered and whose maximum structural speed does not exceed 15 km/h;
- 2) a combine harvester or other motorised agricultural motor-powered working vehicle intended for harvesting that needs not be registered;
- 3) a trailer that needs not be registered;
- 4) a vehicle intended exclusively to be driven by a child that needs not be registered;
- 5) an electric wheelchair or similar lightweight vehicle intended exclusively for use by handicapped persons that needs not be registered;
- 6) a vehicle that needs not be registered and is not used in traffic;
- 7) a vehicle whose owner or holder is the State of Finland;
- 8) a vehicle in case another state or its compensation body is liable for any traffic accidents caused by said vehicle;
- 9) a vehicle that has been decommissioned from traffic use and is not used in traffic;
- 10) a vehicle that has been finally deregistered.

However, the owner and holder of the vehicle have the right to insure a vehicle referred to in subsection 1, paragraphs 6 (a vehicle that needs not be registered and is not used in traffic), 7 (a vehicle whose owner or holder is the State of Finland), and 9 (a vehicle that has been decommissioned from traffic use and is not used in traffic).

## 2.5. Does the MTPL insurance law apply to private areas?

Yes

No

**How do you define a private area according to your national law? Please specify.** Compulsory motor liability insurance covers personal injuries and material damage caused using a motor vehicle in traffic. The Motor Liability Insurance Act does not contain a general definition for the term 'use of a motor vehicle in traffic'. The definition of this term is based on claims and legal practice. Generally speaking, the Finnish motor liability insurance covers accidents that arise in connection with the normal use of the motor vehicle.

In certain instances, motor vehicle is not in traffic. According to section 1, subsection 2 of the Motor Liability Insurance Act, a motor vehicle is not in traffic use when: 1) it is used in a location separate from traffic routes essentially for purposes other than transporting people or goods; 2) it is being stored, repaired, serviced or washed in a location separate from traffic routes; 3) it is used in an area isolated from traffic for racing or testing purposes or training directly related to a race. However, the list laid down in this subsection is not exhaustive.

## 2.6. What is the minimum amount of cover required for material and personal injury damage? State the minimum value of sum insured, the date as of which it is in effect from and please indicate whether the limit is per accident or per victim:

Type of vehicle	Personal injuries		Material damage	
	Per accident	Per victim	Per accident	Per victim
All types	No upper limit	No upper limit	5 000 000 € per each motor liability insurance liable for the damage.	N/A.

**Date of effect:** 01/01/2017

## 2.7. In which cases is an MTPL-insurer permitted by Law to reject/refuse cover for a third party claim? Please specify for the below-mentioned sub-items:

Accident caused by stolen vehicles: Click or tap here to enter text.

Accident caused by drunk driving: Click or tap here to enter text.

Accident caused with intent (for instance homicide, suicide): Click or tap here to enter text.

Accident caused by a terrorist attack: Click or tap here to enter text.



**Accident caused by a driver without a license:** [Click or tap here to enter text.](#)

**Other instances:** If someone has intentionally caused personal injury to themselves, compensation will be paid only to the extent that other conditions would have contributed to the accident. If someone has contributed to the occurrence of a personal injury to themselves through gross negligence, the compensation can be lowered or rejected, depending on what is reasonable considering the circumstances (section 47, subsection 1 of the Motor Liability Insurance Act). Compensation paid due to material damage can be reduced or compensation rejected based on contribution by the injured party as reasonable, taking into consideration the degree of guilt of the injured party and other circumstances (section 47, subsection 3 of the Motor Liability Insurance Act). Furthermore, when an accident has been caused by an unknown vehicle, other material damage than to an ungulate is compensated only when the damage has been caused in connection with major personal injury (section 44 of the Motor Liability Insurance Act).

## 2.8. Does your national law require cover in respect of passengers carried in the vehicle?

**Yes**

**No**

**Please specify.** [Click or tap here to enter text.](#)

### Is there any category of passenger excluded from this cover?

**Yes**

**No**

**Please specify.** If the vehicle was not insured, the passenger is not entitled to compensation if the passenger is the owner, holder or driver of the vehicle and it can be proven that the passenger knew the vehicle was not insured (section 46, subsection 2 of the Motor Liability Insurance Act). Furthermore, if the traffic accident was caused while the injured party was in a vehicle taken into use without authorisation and it can be proven that the person was aware of the use of the vehicle being unauthorised, compensation is paid to the injured party from the insurance for the vehicle only for a specific reason (section 49 of the Motor Liability Insurance Act).

## 2.9. Does your national law require the insurer and/or Bureau to make an offer of compensation to a claimant within a specified time?

**Yes**

**No**

**If yes, what is the nature of the damages to which the time-limit applies?** All (both personal injuries and material damages).

**If yes, what is the specific time-limit?** The time limits for the payment of compensation are laid down in section 62 of the Motor Liability Insurance Act. The insurance company shall pay the compensation or report that no compensation will be paid quickly and at the latest **one month** after it received the documents and information needed. If liability for the compensation is unclear or it has not been possible to determine the amount of compensation in full, the insurance company shall provide a response with a statement of reasons within **three months** of the day on which the injured party presented their claim.

**2.10. What is the statute of limitation periods (prescription) according to your national law against the MTPL insurer when there is a direct action?**

According to section 61 of the Motor Liability Insurance Act, a claim for damages shall be presented to an insurance company within three years of the person claiming for damages became informed of the loss event and the resulting damage. The claim for damages shall in any case be presented within ten years of the occurrence of the damage. If a claim for damages is not presented within the time prescribed, the party making the claim loses the right to compensation. Only for a particularly weighty reason, a claim for damages can also be processed after the time prescribed.

A lawsuit against an insurance company regarding a decision on compensation made by the insurance company or a decision that will influence the position of the policyholder, the insured, the injured party or another party entitled to receive compensation shall, under penalty of forfeiture of the underlying right, be filed within three years of the party in question having received a written notice of the insurance company's decision and this deadline (section 79, subsection 1 of the Motor Liability Insurance Act).

**2.10.1. When does the period of limitation begin and when does it expire?**

**In respect to material damage:** Please see answer to question 2.10.

**In respect to bodily injuries:** Please see answer to question 2.10.

**2.10.2. Are there any provisions in your national law which allow the suspension/extension of the limitation period? How about interruption? Please specify.**

If the case is submitted for resolution to the Insurance Board, the Traffic Accident and Patient Injuries Board or another body resolving consumer disputes, the period for filing suit shall be interrupted for the duration of the proceedings (section 79, subsection 2 of the Motor Liability Insurance Act). The limitation of action is considered interrupted on the day on which proceedings in the matter end in these bodies (section 79, subsection 3 of the Motor Liability Insurance Act). From this day on a new limitation of action will start. The new limitation of action is same as the original one.

The limitation of action is not considered interrupted if proceedings in the matter in a court of law or the Insurance Board, the Traffic Accident and Patient Injuries Board, or another body resolving consumer disputes is interrupted or cancelled before a decision has been made. In this case, however, the limitation of action expires one year after the end of the proceedings at the earliest. The limitation of action can be extended in this way only once (section 79, subsection 4 of the Motor Liability Insurance Act).

**2.10.3. Are there special circumstances in your national law regarding statute of limitations?  
Please describe in short:**

No.

**Are there any differences for limitation period of liable party? No.**

*The following questions are only aimed at Compensation Bodies. Please answer in your capacity as Compensation Body:*

**2.11. Under your legislation, does a victim who has requested compensation under Articles 24 and 25 of the Codified Motor Insurance Directive have the right to remedy against the decision/omission of the Compensation Body?**

**Yes**

**No**

**If yes, please specify (i.e. appeal to administrative authority, judicial review of the latter's decision or action to court directly, i.e., passive procedural legitimacy of the Compensation Body):**

Action to court directly.

### **3. Trucks and trailers (GCB/GF/CB)**

*This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.*

**3.1. Does your national law regulate trailers?**

**Yes**

**No**

#### **3.2. Liability**

**3.2.1. If the truck is coupled with the trailer, does liability strictly fall on the truck or is there a division of liability? Please specify.**

All liability falls on the truck except in cases where the accident has been caused due to technical failure of the trailer (e.g. a tire gets loose and hits an oncoming car). In the latter case, the liability falls on the insurer of the trailer.

**3.2.2. Can liability arise in case of an uncoupled trailer in an accident?**

**Yes**

**No**

**If yes, what are the conditions?** E.g., when a trailer has been parked inappropriately and causes damages to other road users or when damages are caused by rolling due to brake failure.

**3.3. Do trailers need to bear a registration plate in your country?**

**Yes**

**No**

**If yes, please specify the conditions:** All need to bear plates.

**3.4. Is the trailer given separate plates or does it bear the same registration plate as the truck?**

**Yes**

**No**

**Please specify.** Separate plates

**3.5. Does your country have an established practice in determining where (the component parts of) a truck-trailer combination bearing the registration plates of different countries is/are:**

- **“normally based”**

**Yes**

**No**

**Please specify.** [Click or tap here to enter text.](#)

- **“originating from”**

**Yes**

**No**

**Please specify.** [Click or tap here to enter text.](#)

**3.6. Is there an obligation to insure the truck and the trailer separately?**

**Yes**

**No**

**If yes, please specify the conditions/exemptions:** Both the truck and trailer need to be insured

**3.7. Do trailers need their own Green Card?**

**Yes**

**No**

**Please specify.** [Click or tap here to enter text.](#)

**3.8. If there is no insurance obligation for a trailer in your country but liability is ascertained under the applicable law, does the Guarantee Fund intervene?**

**Yes**

**No**

**Please specify.** N/A

**3.9. If there exists a separate liability, is a claimant obliged to make a claim against either the truck or the trailer?**

**Yes**

**No**

**Please specify.** The provisions are laid down in section 60, subsection 2 of the Motor Liability Insurance Act. The claim for damages shall be presented to the insurance company that is probably liable for compensating for the damage. A claim concerning personal injury can also be presented to the insurance company that issued an insurance policy for the vehicle in which the injured person was at the time of the accident. A person other than driver or passenger of the vehicle who has suffered a personal injury can present a claim for damages to any insurance company that had insured any vehicle involved in the accident.

**3.10. If there is a division of liability?**

**Yes**

**No**

**If yes, Please specify.**

- **the criteria (i.e. joint/several liability, percentage):** No joint liability.

- **on what is the division of liability based (i.e. law/jurisprudence/agreement between insurers)?** The allocation of liability towards trailers which are coupled to trucks is based on jurisprudence and established praxis.

**3.11.Can the division of risk between truck and trailer be based on any other rules than liability (e.g. such as on the basis of double insurance)?**

Yes

No

**Please specify.** Click or tap here to enter text.

**3.12.Who is responsible for the damage to a connected trailer in case of a solo accident?**

The towing unit

The trailer

Other.

**Please specify.** Damage caused by one part of the vehicle combination to the other part of the combination is not covered by the motor liability insurance of either part of the combination.

**3.13.Who is responsible for the damage to a connected trailer in cases involving Third Parties?**

The towing unit

The trailer

A third party, depending on the situation

Other. **Please specify.** Click or tap here to enter text.

#### **4. Property Damage – Claims (GCB/GF/CB)**

*This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.*

**4.1. For the following sub-items please state the different possibilities for a claimant to file a claim against a MTPL-insurer for property damage**

**4.1.1. How is vehicle damage covered with regards to repair costs?**

The cost of repair or a corresponding amount will be compensated as damage to a vehicle (section 37, subsection 2 of the Motor Liability Insurance Act).

**4.1.2. How is vehicle damage covered with regards to total loss?**

According to section 37 subsection 2 of the Motor Liability Insurance Act, if the vehicle has been destroyed or cannot be repaired at a reasonable cost, the fair value of the vehicle immediately before the loss event is compensated as material damage. In this case, the ownership of the vehicle is transferred to the insurance company.

**4.2. Does the claimant have right to compensation for loss of value for a damaged vehicle?**

Yes

No

**If yes, Please specify.** [Click or tap here to enter text.](#)

**4.3. Does the claimant have right to compensation for costs of expert reports?**

Yes

No

**If yes, Please specify.** Costs of an expert report may be compensated provided that the costs were caused by the property damage and are deemed necessary.

**4.4. Does the claimant have right to compensation for costs of vehicle recovery/rescue and towing a vehicle to a repair shop?**

Yes

No

**If yes, please specify the criteria:** Costs of recovery and towing may be compensated provided that the costs were caused by the property damage and are deemed necessary.

**4.5. Does the claimant have right to compensation for the loss of use of a damaged vehicle?**

**Yes**

**No**

**If yes, please specify the criteria:** Compensation for the period of non-use is usually paid for the duration of motor vehicle's repair time on the basis of the price of the vehicle. When determining the amount of compensation, the price of the vehicle is deemed to be the cost of acquiring a new vehicle at the time of the accident if the vehicle is no more than five years old. If the vehicle is older than five years, the fair value of a similar vehicle at the time of the accident is regarded as the price of the vehicle. It is a prerequisite for paying compensation that the insurance company has been provided with the repair shop's certificate for the period of non-use. If the vehicle is written off, compensation for non-use is payable for a maximum of 14 days. For heavy equipment, compensation is paid for 30 days or for the time spent on obtaining and equipping a new vehicle. If the claimant can show that the costs incurred are higher than the standard compensation, the costs may be compensated according to their actual amount.

**4.6. Does the claimant have right to compensation for costs of hiring another vehicle in case of a damaged vehicle and/or a lump sum as a substitute?**

**Yes**

**No**

**If yes, please specify the criteria:** Motor liability insurance may compensate for the rental costs of a substitute vehicle if the need for a substitute vehicle is considered well grounded, e.g., due to the person's profession. Motor liability insurance covers 94 % of the total rental cost of a substitute vehicle. The compensable rental costs do not include the excess elimination fee paid for the risk of damage. In addition to compensating the rental costs, no other compensation for period of non-use is paid for the rental period. The remaining share, i.e., 6 % of the rental costs corresponds, on average, to savings in the vehicle's operation costs during the vehicle's period of non-use. The rental costs of a vehicle substituting a maintenance lease vehicle may be paid in full.

**4.7. Does the claimant have right to compensation for registration fees related to cases where the vehicle is a total loss?**

**Yes**

**No**

**If yes, please specify the criteria:** Costs in relation to registration may be compensated provided that the costs were caused by the property damage and are deemed necessary.



**4.8. Does the claimant have right to compensation for costs related to overnight accommodation and meals?**

**Yes**

**No**

**If yes, please specify the criteria:** Costs of overnight accommodation and meals may in some exceptional cases be compensated provided that the costs were caused by the property damage and are deemed necessary.

**4.9. Does the claimant have right to compensation for pre-financing costs related to a vehicle damage (for instance borrowing money because of an accident)?**

**Yes**

**No**

**If yes, please specify the criteria:** [Click or tap here to enter text.](#)

**4.10. Does the claimant have right to compensation for general costs (i.e. telephone and mailing costs, administrative costs, etc)?**

**Yes**

**No**

**If yes, please specify the criteria:** General costs, such as telephone and mailing costs, may be compensated provided that the costs were caused by the property damage and are deemed necessary. However, according to section 69 of the Insurance Contracts Act (543/1994), the claimant shall provide the insurer with such documentation and information as is required for assessing the insurer's liability and as the claimant can be reasonably required to provide, with due consideration of the opportunities available to the insurer to obtain such information. In established claims practice, it has been considered that the costs arising from this notification obligation based on law are not compensable from motor liability insurance.

**4.11. Any other instances/cases which are covered?**

**Yes**

**No**

**If yes, Please specify.** [Click or tap here to enter text.](#)

#### 4.12. How can the claimant claim recovery for damages if the responsible vehicle is uninsured?

**Please specify.** Compensation may be claimed from the Finnish Motor Insurers' Centre if the traffic accident has been caused by an uninsured vehicle or by a vehicle exempted from motor liability insurance (sections 43 and 46 of the Finnish Motor Liability Insurance Act). As a rule, the driver of the vehicle that caused the damage must prepare a written damage report and submit it to the Finnish Motor Insurers' Centre. However, if the party causing the damage has not reported the accident, the injured party shall themselves submit a damage notification to the Finnish Motor Insurers' Centre. The accident may be reported electronically using an electronic form found on the website of the Finnish Motor Insurers' Centre ([www.lvk.fi/en](http://www.lvk.fi/en)). The electronic form is available in Finnish, and to fill out the electronic form, the claimant will need to log in to the system with their Finnish online banking credentials. If the claimant is not able to use the online form, printable damage report forms are available to download on the website in Swedish, English, and Russian. The claimant is advised to send the filled out and signed damage report to the Finnish Motor Insurers' Centre as an e-mail attachment or by mail.

### 5. Personal Injuries and death – Claims (GCB/GF/CB)

*For the following sub-items please state the different possibilities for a claimant to file a claim against a MTPL-insurer for bodily injury. Please specify for each question when applicable.*

#### 5.1. Does the claimant have right to compensation for costs of medical treatment?

Yes.

No.

**Please specify.** Motor liability insurance covers the necessary medical expenses caused by injuries sustained in a traffic accident as provided in Chapter 4 of the Motor Liability Insurance Act. E.g., fees for outpatient clinics, hospitals, physiotherapy, inpatient rehabilitation, physicians, medicines, bandages as well as X-rays and laboratory tests may qualify for compensation. Travel expenses for visiting a physician or a hospital may also be compensated for.

#### 5.1.1. Does your national law make a distinction between public and private healthcare?

Yes.

No.

**Please specify.** The insurance company has the right to redirect the employee to another medical care provider, such as a contractual partner. In this case, compensation is paid in accordance with the payment commitment issued by the insurance company. Despite the insurer's right to redirect to a different facility, the injured person is always entitled to receive treatment at a public healthcare provider. In this case, the injured person is compensated for the amount of client fee charged. In addition, the Finnish public health care unit has the right to receive compensation for the actual costs arising from the provision of medical treatment that is deemed eligible for compensation under the Motor Liability Insurance Act in accordance with the so-called municipal invoicing scheme (full cost liability invoicing).

**5.2. Does the claimant have right to compensation for costs of care and increased needs due to an accident?**

**Yes.**

**No.**

**Please specify.** Due to the quality and severity of the injury, the injured person may regularly need the help of another person. Standardized compensation, care allowance, is intended to compensate the injured for the costs incurred due to the regular need for assistance. There are three categories of care allowance. The category and amount of care allowance depend on the severity of the condition. Care allowance is paid as long as the state of helplessness lasts, but not for the time when the injured party is in a hospital or other institution. The Traffic Accident and Patient Injury Board has issued a recommendation on care allowance. If the injured person can show that the costs resulting from the need for assistance are higher than the standard compensation, the costs may be compensated according to their actual amount.

**5.3. Does the claimant have right to compensation for disability?**

**Yes.**

**No.**

**Please specify.** Compensation for permanent incapacity compensates the injured party for the general functional disorder suffered. The amount of the compensation is determined with regard of the quality of the injury and the resulting disability category, the person's age at the time of the injury, and in some cases, the special deterioration of the quality of life caused by the injury. Injuries are grouped by the degree of their severity into 1–20 disability categories based on the Decree of the Ministry of Social Affairs and Health (1649/2009). The Traffic Accident and Patient Injury Board has issued a recommendation on the compensation for permanent disability.

**5.4. Does the claimant have right to compensation for pain and suffering?**

**Yes**

**No**

**If answered yes, how is the amount of compensation assessed (fixed sum, tables, court)? Please specify.** The compensation for pain, suffering, and other temporary incapacity is defined according to the quality of the personal injury, the degree of severity, the nature of the treatment required by the injury, and the duration of recovery. Compensation is determined on a case-by-case basis based on objectively observable facts related to the injury in question. However, there is no right to compensation for pain, suffering, and other temporary incapacity if the personal injury is of a minor nature. Traffic Accident and Patient Injury Board has issued recommendation on the compensation for pain, suffering, and other temporary incapacity.

**5.5. Does the claimant have right to compensation for loss of earnings?**

**Yes.**

**No.**

**Please specify.** In the beginning, the injured person is compensated for the actual temporary decrease of income. Determining the amount of compensation requires a medical report stating the type of injury, the period of being incapable of working and the employer's report on the earnings before the injury, during the period of being incapable of working, and after it. If the injured person's graduation or completion of training to qualify for a post or occupation has verifiably been delayed due to the traffic accident, compensation is also paid for the delay in earnings. If the injury causes permanent disability, the injured person is entitled to disability pension paid by motor liability insurance. However, before granting the disability pension, the injured person's possibilities for returning to working life with the help of vocational rehabilitation are investigated. Motor liability insurance may compensate for vocational rehabilitation measures. The purpose of vocational rehabilitation is to assist the injured person in their return to working life and to support coping with work in spite of the limitations caused by the injury. The measures qualifying for compensation may be diverse, such as training for a new vocation or various support actions.

**5.6. Does the claimant have right to compensation for loss of future earnings?**

**Yes.**

**No.**

**Please specify.** Please see answer to question 5.5. As a rule, compensation for loss of income is paid monthly based on the loss of earnings. A lump sum settlement corresponding to the total capital value may be paid in lieu of continuous compensation due to loss of income or loss of support only for a particularly weighty reason. Provisions on lump sum settlements are laid down by section 34 of the Motor Liability Insurance Act and a Ministry of Social Affairs and Health Decree (925/2020).

**5.7. Does the claimant have right to compensation for loss of dependency (for instance a victim is fatally injured in a traffic accident and leaves a spouse/children behind)?**

**Yes.**

**No.**

**Please specify.** The persons dependent on the support of a person killed by in a traffic accident may be entitled to reasonable compensation for loss of support (the survivors' pension). The amount of survivors' pension covered by a motor insurance policy depends, among other things, on the earnings of the deceased and the widow or widower, and by the size of the family.

**5.8. Does the claimant have right to compensation for funeral expenses?**

**Yes.**

**No.**

**Please specify.** Reasonable costs arising from the burial of a deceased person are compensated under the motor liability insurance. The expenses are compensated to the amount of actual costs at most. Compensable costs can arise, for example, from purchasing a coffin, an urn or a tombstone, acquiring a burial plot and from organising a funeral ceremony or a reception.

**5.9. Does the claimant have right to compensation for moral damages (limitations in life, loss of quality, etc)?**

**Yes.**

**No.**

**Please specify.** [Click or tap here to enter text.](#)

**Is it part of the pain and suffering according to your national law?**

**Yes.**

**No.**

**Please specify.** [Click or tap here to enter text.](#)

**5.10. Does the claimant have right to compensation in case of aggravation of the damage suffered?**

**Yes.**

**No.**

**Please specify.** Aggravation of the damage suffered may lead to revision of, e.g., compensation for permanent disability.

**5.11. Are relatives/next of kin entitled to compensation (tort, pain and suffering, other)?**

**Yes.**

**No.**

**Please specify.** In some cases, the relatives of the person injured or killed in a traffic accident may have the right to compensation for e.g., expenses incurred by them or loss of earnings. Compensation for mental suffering in the event of death may be paid in connection with traffic accidents only exceptionally.

#### **5.12. Any other cases? Please specify.**

Clothing supplement is paid if, due to the compensable claim event, the injured person uses a prosthesis or support bandage which causes exceptional wear and tear on clothing. The Traffic Accident and Patient Injury Board has issued a recommendation on clothing supplement. If the injured person can show that the costs resulting from the need for assistance are higher than the standard compensation, the costs may be compensated according to their actual amount.

## **6. Claims Settlement Procedures – in and out of court (GCB/GF/CB)**

*This section is aimed at all three organisations. You are invited to complete this section in cooperation amongst your organisations, if applicable. Only one common answer is expected to be provided.*

### **6.1. What evidence is considered as acceptable/lawful in your country? More than one of the following options can be selected.**

- Constat amiable (European Accident Statement)**
- Police report**
- Pictures**
- Witness statements**
- Medical statements**
- Other**

**Please specify in detail:** In principal, the decision maker may use in its decision any fact that comes to its knowledge by any means of evidence.

### **6.2. Out of court settlement**

#### **6.2.1. What are the conditions for filing a claim according to your national law? Please specify in detail:**

The rules for filing a claim are laid down in section 60 of the Motor Liability Insurance Act. The claim for damages shall be presented to the insurance company that is probably liable for compensating for the damage. However, a claim concerning personal injury may also be presented to the insurance company that issued an insurance policy for the vehicle in which the injured person was at the time of the accident.

Furthermore, a person other than driver or passenger of the vehicle who has suffered a personal injury may present a claim for damages to any insurance company that had insured any vehicle involved in the accident.

**6.2.2. Do you require proof for the following 3 indicators and please specify in detail (including limitations):**

- **Proof of involvement – including the recording/requirement of the accident (i.e police report, constat amiable, etc.)**

**Yes**

**No**

**Please specify.** [Click or tap here to enter text.](#)

- **Proof of damage**

**Yes**

**No**

**Please specify.** [Click or tap here to enter text.](#)

- **Proof of causal link between liability and damage**

**Yes**

**No**

**Please specify.** [Click or tap here to enter text.](#)

**6.2.3. Is a visiting victim required to file a report about the accident to the local authorities before returning to the State of residence?**

**Yes**

**No**

**Please specify.** [Click or tap here to enter text.](#)

**If they fail to do so, does that exclude the visiting victim from filing a claim for compensation?**

**Yes**

**No**

**Please specify.** [Click or tap here to enter text.](#)

**6.2.4. Which are the conditions according to your national law in considering a vehicle as identified? Please specify in detail.**

The conditions for considering a vehicle as identified are based on claims and legal practice. If the vehicles involved and their insurance companies are known, the vehicles are usually considered as identified. E.g., vehicles that have participated in a chain crash and are therefore known are not considered as unidentified vehicles even though the vehicle that caused the damage may not be identified.

**6.2.5. Are there any other requirements for filing a claim?**

**Yes**

**No**

**If yes, please specify in detail.** The claimant shall provide the insurer with such documentation and information as is required for assessing the insurer's liability and as the claimant can be reasonably required to provide, with due consideration of the opportunities available to the insurer to obtain such information (section 69 of the Insurance Contract Act). Furthermore, the applicant must take into account, among other things, statute of limitations and other requirements regarding filing a claim laid down in the Motor Liability Insurance Act and elsewhere in law.

**6.2.6. Are legal fees for out of court settlements reimbursed?**

**Yes**

**No**

**If yes, how are these fees assessed/calculated?** [Click or tap here to enter text.](#)

**6.3. Court settlements**

**6.3.1. What are the requirements when filing a claim in relation to civil and/or criminal proceedings? Please specify in detail:**

A claim for damages may not be examined in court unless it is proved that the insurance company liable for the accident has refused to pay the claimed damages (section 80, subsection 2 of the Motor Liability Insurance Act).



### **6.3.2. What legal remedies are available (possibility of appeal, etc.)? Please specify in detail:**

The decision of the insurance company or The Finnish Motor Insurers' Centre may be appealed to District Court. Furthermore, the decision of the District Court may be appealed to the Court of Appeal. However, before the Court of Appeal takes a decision on the appeal, leave for continued consideration is, as a rule, required. Finally, the decision of the Court of Appeal may be appealed to the Supreme Court, provided that the Supreme Court grants a leave to appeal.

According to section 16 of the Act on Rehabilitation Compensated According to the Motor Liability Insurance Act (626/1991), if the decision of the insurance company or The Finnish Motor Insurers' Centre concerns vocational or functional rehabilitation, the decision may be appealed to the Insurance Court. The decisions of the Insurance Court are final.

### **6.3.3. How do you handle any costs in connection with proceedings in and out of court and please specify the types of costs (lawyers fee, legal fees, court experts, translation, etc.)? Please specify in detail.**

**Out of court (arbitration/mediation, etc.):** N/A

**In court:** The general provisions on liability for legal costs are laid down in chapter 21 of the Code of Judicial Procedure (4/1734). As a rule, the party who loses the matter is liable for all reasonable legal costs incurred by the necessary measures of the opposing party.

### **6.4. Any other procedure of settlement? Please specify.**

The injured party, the policyholder and other parties entitled to compensation have the right to request a recommended settlement for a claim from the Traffic Accident and Patient Injuries Board within a year of the issue of the insurance company's decision (section 65, subsection 2 of the Motor Liability Insurance Act). If the matter concerns vocational or functional rehabilitation, the claimant not satisfied with the decision of the insurance company or The Finnish Motor Insurers' Centre, may request a recommendation from the Traffic and Patient Injury Board within the 30-day appeal period as stipulated in section 16 of the Act on Rehabilitation Compensated According to the Motor Liability Insurance Act.

## **7. Involvement of National Guarantee Funds (GF) EEA/Non-EEA**

*This section is aimed only at Guarantee Funds. Please only provide answers to this section in your capacity as Guarantee Fund.*

### **7.1. In which cases does your National Guarantee Fund intervene (stolen vehicles, intent, etc.)? Please specify in detail. (Article 11 MID).**

The Finnish Motor Insurers' Centre as the National Guarantee Fund is the first instance for handling claims when the vehicle responsible for the accident is uninsured or unidentified.

**7.2. What is the procedure (including any specific requirements) to be followed by a claimant when filing a claim to your national Guarantee Fund? Please specify.**

The accident may be reported electronically using an electronic form found on the website of the Finnish Motor Insurers' Centre ([www.lvk.fi/en](http://www.lvk.fi/en)). The electronic form is available in Finnish, and to fill out the electronic form, the claimant will need to log in to the system with their Finnish online banking credentials. If the claimant is not able to use the online form, printable damage report forms are available to download on the website in Swedish, English and Russian. The claimant is advised to send the filled out and signed damage report to the Finnish Motor Insurers' Centre as an e-mail attachment or by mail.

**7.3. Can a claimant who is resident in a foreign country make a claim against your National Guarantee Fund? Please specify.**

Yes.

**7.4. Are there any exceptions when handling a claim for uninsured and/or unidentified vehicles (excess, property damage only when bodily injury, severity of bodily injuries, passenger voluntarily entering an uninsured vehicle, other)? Please specify in details.**

When the vehicle responsible for the accident is uninsured, The Finnish Motor Insurers' Centre will not compensate for it if the injured party is the owner or holder of the vehicle who was a passenger in the car or the driver of the car, and the Finnish Motor Insurers' Centre can prove that they were aware that the vehicle was uninsured (section 46, subsection 2 of the Motor Liability Insurance Act). When the vehicle responsible is unidentified, The Finnish Motor Insurers' Centre compensates for personal injury, material damage to an ungulate and other material damage caused in connection with major personal injury (section 44 of the Motor Liability Insurance Act).

**7.5. Does the statute of limitations mentioned above under "Applicable Law" apply for the National Guarantee Fund or are there any exceptions?**

Yes

No

**If yes, Please specify.** The statute of limitations applies to all claims matters considered according to the Motor Liability Insurance Act.

**7.6. Involvement of the Guarantee Fund or any other bodies responsible for insolvencies for protection of victims in case of insolvency of an MTPL insurer? / Insurance Guarantee Scheme**

**When does this intervention mechanism start its intervention? Only one option can be selected.**

The insurance undertaking is subject to bankruptcy proceedings

The insurance undertaking is subject to winding up proceedings

- The insurance undertaking has had the authorisation withdrawn**
- After withdrawal of the authorisation**

**Please specify.** According to section 92, subsection 2 of the Motor Liability Insurance Act, in the case of a Finnish insurance company being entered into liquidation or declared bankrupt, the Finnish Motor Insurers' Centre is obligated to ensure that compensation will be paid once the insurance portfolio and corresponding assets have been assigned to the Finnish Motor Insurers' Centre. In the case of an insurance company with its registered office in another EEA state than Finland being entered into liquidation or declared bankrupt, the Finnish Motor Insurers' Centre's obligation to pay the compensation shall start on a date determined by the Financial Supervisory Authority. If the Finnish Motor Insurers' Centre has paid compensation to an injured party as a result of a transfer of insurance portfolio due to an insurance company's liquidation or bankruptcy, the right of the injured party to compensation from the receivership or bankrupt's estate is transferred to the Centre up to the amount that it has paid compensation (section 74, subsection 3 of the Motor Liability Insurance Act).

#### **7.7. Stolen vehicles- Are people who voluntarily entered the vehicle which caused the damage when they knew that the vehicle was stolen, excluded from the intervention of the body?**

If the vehicle has been stolen and this has been reported to both the police and the insurance company, then the policyholder has the right to terminate the insurance policy. If after this termination of the insurance policy the vehicle causes a traffic accident, then the Finnish Motor Insurers' Centre will handle the claim. However, if the injured party was in the vehicle and the Finnish Motor Insurers Centre can prove that the person was aware of the use of the vehicle being unauthorized, compensation is paid to the injured party only for a specific reason (section 49 of the Motor Liability Insurance Act).

### **8. Involvement of Green Card Bureaux (GCB)**

*This section is aimed only at Green Card Bureaux. Please only provide answers to this section in your capacity as Green Card Bureau.*

#### **8.1. What is the procedure (including any specific requirements) to be followed by a claimant when filing a claim to your national Green Card Bureau? Please specify.**

The accident may be reported electronically using an electronic form found on the website of the Finnish Motor Insurers' Centre ([www.lvk.fi/en](http://www.lvk.fi/en)). The electronic form is available in Finnish, and to fill out the electronic form, the claimant will need to log in to the system with their Finnish online banking credentials. If the claimant is not able to use the online form, printable damage report forms are available to download on the website in Swedish, English and Russian. The claimant is advised to send the filled out and signed damage report to the Finnish Motor Insurers' Centre as an e-mail attachment or by mail.

#### **8.2. Does a claimant resident in a foreign country have a direct right of action against the local Bureau of the country of accident or the agent/ insurer representing the Bureau?**

**Yes**

No

**Please specify.** Click or tap here to enter text.

**8.3. Are there any other considerations that claimants should bear in mind? Please specify.**

Click or tap here to enter text.