

Translation from Finnish

Legally binding only in Finnish and Swedish

Ministry of Transport and Communications, Finland

## Postal Act

### Chapter 1

#### General provisions

#### Section 1

##### Purpose and scope of application of the Act

The purpose of this Act is to ensure the availability of postal services and in particular of universal service under equal terms in the whole country.

This Act applies to the provision of universal postal service and other postal services.

This Act does not apply to the provision of services concerning:

- 1) newspapers and periodicals;
- 2) unaddressed items;
- 3) items of correspondence where the operation is on a small scale, of minor importance economically and of such an extent that it is not of material importance to the availability of universal service;
- 4) courier delivery of items of correspondence;
- 5) postal parcels outside the scope of universal service; or
- 6) postal operations required by or related to the operations of an entrepreneur.

The provisions of this Act do not apply to cross-border postal traffic in so far as any international agreement binding on Finland provides otherwise.

## Section 2

### Section 2 – Definitions

In this Act:

- 1) *postal operations* mean the provision of universal service and other postal services in accordance with this Act;
- 2) *postal service* means the regular collection, sorting, transport and delivery of items of correspondence and of postal parcels falling within the scope of universal service from senders or other postal undertakings to addressees or other postal undertakings for a fee;
- 3) *universal service* means the postal services provided for in chapter 3 which have to be available throughout the country;
- 4) *an item of correspondence* means an addressed item weighing no more than two kilograms that has been deposited for transport and contains a message on a physical medium;
- 5) *a postal parcel* means an addressed goods item falling within the scope of universal service that has been deposited for transport;
- 6) *addressed direct mail* means an addressed item of correspondence consisting solely of advertising, marketing or publicity material and comprising an identical message, except for the addressee's name, address and identifying number as well as other modifications that do not alter the nature of the message, which is sent to a significant number of addressees;
- 7) *a postal undertaking* means an undertaking carrying out postal operations relating to items of correspondence; [\(408/2016\)](#)
- 8) *a universal service provider* means a postal undertaking that is subject to the universal service obligation referred to in chapter 4;
- 9) *the sender of a postal item* means a person who has deposited an item of correspondence or a postal parcel for transmission by a postal undertaking for the applicable fee;
- 10) *an addressee* means the person marked on the item of correspondence or postal parcel to whom the item is addressed.

## Chapter 2

Provision of postal services

### Section 3 ([408/2016](#))

Section 3 was repealed by Act [408/2016](#).

### Section 4 ([408/2016](#))

Notification procedure

A postal undertaking shall submit a notification to the Finnish Communications Regulatory Authority [FICORA] before commencing its operations.

The notification shall include the business ID and address of the undertaking and information of contact persons as well as a description of the operations to be carried out. The description shall state at least the operating area and the customer group of the postal undertaking. FICORA may issue further regulations on the information to be submitted as well as on the form and delivery of the notification.

FICORA shall be notified of any changes in the information given in the notification and the discontinuing of the operations without delay.

If, for an unforeseen reason, a postal undertaking cannot any longer provide its customers service in accordance with its delivery terms, the undertaking shall, without delay and at the latest two weeks before the termination of the service, notify its customers and FICORA of the termination of the service.

### Section 5 ([408/2016](#))

Notification register

FICORA shall keep a public register of notifications referred to in section 4.

FICORA shall submit to the postal undertaking that has submitted a notification a confirmation of receipt of the notification within one week from receipt of the notification.

Sections 6-13

Sections 6–13 were repealed by Act [408/2016](#).

Chapter 3

## Contents of universal service

### [Section 14](#)

#### Provision of universal service

Universal postal service shall be provided permanently under equal terms throughout the country.

The contents of universal service shall be provided for in this chapter.

### [Section 15](#)

#### Postal items falling within the scope of universal service

Universal service comprises the permanent provision of postal services concerning the following postal items:

- 1) items of correspondence weighing no more than two kilograms that are paid for with commonly used forms of cash payment and which the user may deposit at a collection point for transport by a postal undertaking; in the case of domestic items of correspondence, at least a letter service with intended delivery on the fourth weekday after the date of deposit and subject to the universal service quality standard defined in section 19 shall be provided; [\(8.9.2017/614\)](#)
- 2) postal parcels weighing no more than ten kilograms that are paid for with commonly used forms of cash payment and which the user may deposit at a postal service point or other suitable place of deposit for transport by a postal undertaking, and collect from a postal service point;
- 3) postal items arriving in the country weighing no more than twenty kilograms; and
- 4) registration and insurance services of postal items referred to in paragraphs 1 and 2.

Universal service referred to in this section covers both domestic and cross-border services.

### [Section 16](#)

#### Service points

A universal service provider shall maintain service points at which products and services falling within the scope of universal service are available. With the means at its disposal, the universal service provider shall ensure accessibility of the service points. The service points shall be located so that the users of universal service can conduct their business at a service point within a

reasonable distance from their permanent residence. In determining the location of the service points and the reasonable distance, the population density and scope of the area, the service needs evident in the area, the location of services in general and other local circumstances, as well as the development of new forms of postal service shall be taken into account. A universal service provider shall maintain at least one service point providing universal service in each municipality.

A service point may also be other than a fixed service point if its use does not endanger the availability of universal service.

Besides the service points referred to in subsection 1, a universal service provider may maintain also other service points.

Further provisions on the location of service points may be laid down by a government decree. Technical aspects concerning the arrangement of a network of service points may also be laid down by government decree.

## Section 17 [\(614/2017\)](#)

### Collection and delivery

Items of correspondence belonging to universal service shall be collected and delivered five weekdays a week with the exception of mid-week public holidays in compliance with the quality standard for universal service provided for in section 19.

In areas defined by FICORA where the delivery of a subscribed newspaper published at least five times a week (*early-morning delivery network of newspapers*) agreed upon on commercial terms has not been implemented, the universal services provider shall procure five-day delivery. The arrangement of procurement shall be governed by the provisions of the act on procurements and concession contracts of entities operating in the water and energy supply, transport and postal services sector [Vesi- ja energiahuollon, liikenteen ja postipalvelujen alalla toimivien yksiköiden hankinnoista ja käyttöoikeussopimuksista annettu laki] [\(1398/2016\)](#). FICORA shall annually establish the extent of changes made in the early-morning delivery network of newspapers and, where necessary, redefine the areas referred to above.

The collection and delivery obligation provided for in subsection 1 may be derogated from if the collection or delivery of mail is prevented for a reason attributable to the mail recipient, legislation, interruption of transport or to a corresponding event of force majeure, which cannot have been observed in the delivery of mail.

The sender shall have the possibility to deposit items of correspondence that fall within the scope of universal service at a collection point located within a reasonable distance from his home for transport by a postal undertaking.

Postal parcels shall be delivered within a reasonable time in compliance with the quality standard provided for in section 19. A notice of arrival may be used in the delivery of items and postal parcels requiring acknowledgement of receipt.

Section 17 amended by Act [614/2017](#) shall enter into force on 1 June 2018. The earlier wording is:

## Section 17

### Collection and delivery

Items of correspondence falling within the scope of a universal service shall be collected and delivered at least once a day on five weekdays each week, excluding public holidays that fall on a weekday. A temporary exception may be made in respect of this obligation only if the collection or delivery of mail is prevented for a reason attributable to the addressee, a provision of the law, an interruption of traffic or other similar event of force majeure, which cannot have been taken into account in the delivery of mail.

The sender shall have the possibility to deposit items of correspondence that fall within the scope of universal service at a collection point located within a reasonable distance from his or her home for conveyance by a postal undertaking.

Postal parcels shall be delivered within a reasonable time. A notice of arrival may be used in the delivery of items and postal parcels requiring acknowledgement of receipt.

## Section 18 [\(614/2017\)](#)

### Deviations from the frequency of collection and delivery

A universal service provider shall have the right to deviate from the frequency of collection and delivery provided for in section 17 if the household is located in a difficult terrain in the archipelago or in a wilderness area. The collection and delivery referred to in section 17 of these households shall take place at least once a week. The maximum number of households within the scope of the deviation may not exceed 1 000 households.

A universal service provider shall annually submit to FICORA a report of the number and location of the households referred to in subsection 1. FICORA shall, where necessary, decide which households fall within the scope of the deviation from the frequency of collection and delivery.

A universal service provider shall notify an addressee within the scope of the deviation of a postal parcel and a postal item from an authority without delay. The notification shall be made at the latest on the third day after the arrival of the item if the addressee can be contacted by telephone, Email or by other means.

## **Section 19** [\(614/2017\)](#)

### Quality standard of the universal service

Domestic items of correspondence falling within the scope of universal service which are deposited to be transported by a universal service provider and for which the applicable fee has been paid shall be delivered so that at least 50 per cent of the items arrive at the latest on the fourth weekday and at least 97 per cent on the fifth weekday after the day of deposit.

Intra-Community cross-border mail shall be delivered so that at least 50 percent of the items arrive on the third day and 97 percent on the fifth day after the day of deposit.

## **Section 20**

### Ensuring language rights

In its operations, a universal service provider or an undertaking that, on the basis of an agreement concluded with a universal service provider, offers its services to customers, shall:

- 1) provide the service in both Finnish and Swedish in compliance with the provisions of the Language Act; and
- 2) provide the service in the Sámi language in compliance with the provisions of the Sámi Language Act.

The obligation referred to in subsection 1 may be imposed on a postal undertaking other than a universal service provider by FICORA in a case where no universal service obligation has been imposed. [\(408/2016\)](#)

## **Section 21**

## Notification procedure

A universal service provider shall ensure that the notification procedure provided for in the law is available throughout the country. Persons employed by a universal service provider or by an undertaking that provides the services of the universal service provider to customers under an agreement concluded with a universal service provider shall be governed by the provisions on criminal public liability when performing duties relating to the notification procedure.

## Chapter 4

### Universal service obligation

#### [Section 22](#)

##### Market assessment

FICORA shall, at regular intervals, assess the markets of items of correspondence and postal parcel services. In assessing the markets, the availability of services in different parts of the country shall be ascertained so that FICORA can assess the need to impose an obligation to provide universal service. Based on the market assessment, FICORA shall decide whether it is necessary to impose universal service obligations in order to ensure universal service.

FICORA shall monitor the availability of services and the factors affecting the necessity of a universal service obligation referred to in section 23 by means of both the market assessment referred to in this section and the monitoring taking place in the interim periods.

#### [Section 23](#)

##### Imposition of a universal service obligation

FICORA shall, by its decision, impose an obligation on one or more postal undertakings to provide universal service if a market assessment indicates that this is necessary in order to ensure universal service. The decision shall be based on the principles of transparency, proportionality and non-discrimination.

The provision of universal service shall be considered ensured if:

- 1) services are comprehensively available to all users;

2) the services provided are affordable and they are provided under reasonable and equal terms;  
and

3) there are undertakings competing with each other in the area and providing corresponding services. [\(408/2016\)](#)

When imposing a universal service obligation, FICORA shall order:

1) which services referred to in section 15 shall be provided by the postal undertaking; and

2) the area where the services shall be provided.

The universal service decisions may not impose overlapping obligations on different postal undertakings. Nor may the universal service decisions impose obligations which are a duplicate of the provisions of this Act or the provisions issued under it or with other legislation. [\(408/2016\)](#)

## [Section 24](#)

Preconditions for imposing a universal service obligation

FICORA may impose a universal service obligation on a postal undertaking. [\(408/2016\)](#)

The obligation to provide universal service shall be imposed on the postal undertaking with the best preconditions for it.

A postal undertaking may, by a decision of FICORA, be imposed the obligation to also provide universal service elsewhere than in the area it has notified to FICORA in accordance with the provisions of section 4 or it may be imposed the obligation to also provide other universal service than the one it has offered if this is necessary in order to ensure the provision of universal service and if the imposition of the obligation is not unreasonable for the postal undertaking. [\(408/2016\)](#)

## Section 24 a [\(3.6.2016/408\)](#)

Designated operator of the Universal Postal Union

FICORA shall impose a universal service provider or another postal undertaking the obligation to act as a designated operator in accordance with the Universal Postal Union Convention (Treaty Series 66/2015) and to comply with the agreements of the Universal Postal Union.

## [Section 25](#)

Amending the universal service obligation

FICORA may amend the obligation to provide universal service on application by, or with the consent of, the universal service provider. In order for the universal service obligation to be amended on application by the universal service provider, the universal service provider shall demonstrate that it is essential for a special reason.

FICORA may amend the obligation to provide universal service also otherwise if significant changes take place in the factors forming the basis for the decision and if the amendment of the obligation is necessary in order to ensure universal service.

## Chapter 5

### Tariffs and cost accounting of a universal service provider

#### [Section 26](#)

##### Tariffs

A universal service provider shall price its postal services falling within the scope of universal service so that the tariffs are proportional, transparent and non-discriminatory. [\(614/2017\)](#)

A notification of changes in tariffs shall be given no later than one month before the change takes place.

#### [Section 27](#)

##### Uniform tariffs and individual tariff agreements

A universal service provider shall maintain uniform tariffs in the whole country for ordinary domestic items of correspondence meant to be delivered on the fourth weekday after the date of deposit and paid for with forms of payment commonly used for an individual letter. [\(614/2017\)](#)

The uniform tariffs referred to in this section shall not prevent the universal service provider from concluding individual tariff agreements with users on products and services that fall within the scope of universal service.

If the universal service provider concludes individual tariff agreements on products or services falling within the scope of universal service, the terms of the agreements and the tariffs based thereon shall comply with the principles provided for in section 26. [\(614/2017\)](#)

#### [Section 28](#)

## Using a cost-accounting system

A universal service provider shall use a cost-accounting system which is used to collect data from which the proportionality of the tariffs of the different services and their ratio to costs can be established.

A universal service provider may select the cost-accounting system it uses. A universal service provider shall draw up for FICORA a description of the cost accounting system indicating at least the main cost categories and how the costs are allocated.

## Section 29

### Allocation of costs

In the cost accounting system referred to in section 28, the universal service provider shall allocate costs so that:

- 1) costs that can be directly allocated to a particular service or product shall be allocated to that service or product;
- 2) costs that cannot be directly allocated shall be allocated primarily on the basis of a direct analysis of their origin or, if this is not possible, on the basis of linkage to another cost category or in proportion to the costs allocated to all services and products; and
- 3) costs that cannot be allocated in accordance with paragraph 1 and which are necessary for the provision of both universal service and a service other than universal service shall be allocated applying the same cost factors to both universal service and other services.

Further provisions on the allocation of costs in accordance with the principles referred to in subsection 1 shall be issued by government decree.

FICORA may issue further regulations on data collected by means of the cost-accounting system as well as on the description of the cost-accounting system. The regulations may apply to:

- 1) the information necessary to demonstrate a link between the cost-accounting system and tariffs;
- 2) the content and the form of the description of the cost accounting system; as well as

3) the submission of the description of the cost-accounting system to FICORA.

### Section 30

#### Supervision of the cost-accounting system

A universal service provider shall elect an auditor referred to in the Audit Act [\(1141/2015\)](#) to audit the cost accounting system in connection with the audit of the undertaking. The auditor shall prepare a report of the audit. The universal service provider shall submit the report to FICORA by the end of August following the end of its financial period.[\(1219/2015\)](#)

FICORA may issue further regulations on the type of data and material that shall be included in the audit report. The regulations may apply to:

- 1) general information on the undertaking to be audited, and the auditing method;
- 2) the material subject to the audit obligation;
- 3) criteria for ascertaining whether the operations of the undertaking correspond to the obligations concerning the cost-accounting system imposed on them; and
- 4) the material attached to the audit report.

FICORA shall annually publish a report on how the cost-accounting systems are complied with in undertakings.

### Section 31

#### Obligation to clarify relating to tariffs and cost accounting

In its assessment, FICORA shall not be liable to apply the principles used by the universal service provider in cost accounting when supervising the lawfulness of tariffs. The universal service provider shall be liable to show that the tariff charged by it for a product meets the requirements laid down in this Act.

## Chapter 6

### Calculation of and compensation for net costs of universal service

## Section 32

### Net costs of universal service

The net costs of universal service refer to the costs that are related to universal service and needed for universal service.

The net costs of universal service shall be calculated as the difference between the net costs of a universal service provider operating under a universal service obligation on the one hand and its net costs without the universal service obligation.

## Section 33

### Compensation of costs to a universal service provider

A universal service provider shall be compensated from state funds for the part of the net costs of universal service that represent an unfair financial burden on it with regard to:

- 1) the size of the undertaking;
- 2) the type of business activities;
- 3) the turnover of the activities of the undertaking; and
- 4) other factors comparable thereto.

The Ministry of Transport and Communications shall make a decision on the compensation of the costs referred to in subsection 1 on the basis of the net cost calculation by FICORA. Other postal undertakings shall participate in the compensation for these costs to the universal service provider. Separate provisions on the determination and criteria for compensations payable by other postal undertakings shall be issued by law.

## Section 34

### Application for compensation and the calculation of the net costs of universal service

Compensation for the costs referred to in section 33 shall be applied from the Ministry of Transport and Communications. The compensation shall be paid retroactively for a maximum period of one year from the presentation of a claim.

The Ministry of Transport and Communications shall ask FICORA to calculate the net costs of universal service if the universal service provider so demands and if the universal service provider shows that the provision of universal service is likely to represent an unfair financial burden on it.

The universal service provider shall be liable to supply FICORA with the information needed in calculating the net costs. In calculating the net costs, FICORA shall not be liable to use the information submitted by the universal service provider or to observe the principles used in its cost accounting.

### Section 35

Authority to issue decrees

Further provisions on the calculation of net costs may be issued by government decree.

## Chapter 7

Collaboration and information systems of postal undertakings

### Section 36

Conveyance and transit of items of correspondence deposited in error and deviations from the obligation to convey incoming cross-border items of correspondence

A postal undertaking shall be liable to ensure that an item of correspondence deposited for transport by it in error is conveyed to be transported by another postal undertaking if the address establishment of the addressee is not located in the delivery area of the first postal undertaking in accordance with the notification referred to in section 4. The conveyance shall take place at a cost-oriented price and under conditions of transparency and non-discrimination. [\(408/2016\)](#)

A postal undertaking that functions as a designated operator in accordance with section 24 a shall transport sealed postal items and items of correspondence sent as à découvert postal items given to it by another designated operator in the safest way using the fastest routes that it uses for its own items. [\(408/2016\)](#)

Notwithstanding the provisions of subsection 2, a designated operator shall not be liable to transport or deliver to the addressee items of correspondence which senders mail or have mailed outside Finland for the purpose of benefiting from lower tariffs applied in another country. A designated operator may collect domestic tariffs from the sender or, if the sender refuses to pay, from the designated operator of the country of origin. If they refuse to pay by the deadline, the

designated operator may return the items to the designated operator of the country of origin and claim reimbursement for the costs incurred in sending the items.

### Section 37

#### Postal code system

FICORA shall ensure that a postal code system is maintained to attend to postal operations. The general postal code system is connected to geographical areas. In addition, postal codes that are not connected to geographical areas may be issued for use by individual customers. A postal code is an identifier composed of five numbers and it is placed in front of the name of the address establishment. [\(408/2016\)](#)

FICORA shall impose the obligation to maintain a postal code system on the universal service provider or on another postal undertaking. [\(408/2016\)](#)

The postal undertaking maintaining the postal code system shall keep the information contained in the postal code system available to the public. The information shall be available free-of-charge in a usable form so that it can be easily downloaded in electronic form. [\(614/2017\)](#)

A change in a postal code shall be published in an effective manner no later than two months prior to the implementation of the change. At the same time, information on the change shall also be given especially to:

- 1) the postal service users affected by the change;
- 2) the municipalities affected by the change;
- 3) other postal undertakings; and
- 4) the maintainers of the Population Information System, the rescue authorities and the Emergency Response Centre Administration.

The deadline provided for in subsection 4 shall not apply to a change that concern only an individual addressee household or a postal code issued for the use of an individual customer and not linked to the general geographical postal-code system.

### Section 38

#### Address register

A postal undertaking shall have the right to maintain an address register of addressees for the purpose of attending to postal operations and for the transmission of items other than those belonging to postal operations. A postal undertaking may agree with another undertaking on the maintenance of the address register.

In addition to the name and address information of the addressee, the personal identity number and other information necessary for safeguarding the delivery of items and the rights of the addressee shall be stored in the address register. In order to attend to postal operations and to safeguard the delivery of items and the rights of the addressee, a universal service provider shall be entitled to obtain from the Population Information System personal identity numbers and changes in them, first names and family names and changes in them and information on the date of change, address information of newborn children, immigrants and persons without an address in the address register, information on births and deaths and the native language of addressees as well as information on addresses and changes in them resulting from land-use planning and the development of addresses in sparsely populated areas, building coordinates, building code numbers, real estate unit identifiers, building classifications and changes in building and real estate information as well as on the dates of the changes. The right to obtain information concerns all information referred to above on persons registered in the Population Information System, with the exception of those who have a valid disclosure prohibition for safety reasons under the Act on the Population Information System and Certificate Services of the Population Register Centre([661/2009](#)).

The information in the address register shall be used to deliver items as well as to check and correct the name and address information held by the senders of items who have concluded an address service contract. The name and address information in the address register may be released further in order to implement the purpose of use of the address register. The information on organisations in the address register may be released further. A personal identity number contained in the address register may not, however, be released further. ([614/2017](#))

A postal undertaking maintaining an address register and an undertaking that has concluded an agreement on the maintenance of the address register with it shall, upon request, release the name and address information on the addressee that it has received from the addressee or an authority as well as information on orders concerning changes in delivery to another postal undertaking if the latter needs it to attend to its postal operations. A postal undertaking shall, on request, timely release also changes taking place in said information. With a view to carrying out postal operations, the information shall be released in a usable form and subject to transparent and non-discriminatory terms. A fee may be collected for the release of information comprising

the separation of the address information from the address register and the arrangement for its release. [\(614/2017\)](#)

The registered party may, notwithstanding the provisions of this section, refuse the disclosure of his personal information in connection with the address checking and correction services.

A postal undertaking shall delete previous information from the address register at the latest 20 years after the date on which the postal undertaking has been notified of a change in it. [\(614/2017\)](#)

### Section 39

Equipment and facilities used in delivery

A postal undertaking shall be liable to arrange another postal undertaking access to a post office box under its control or to another such facility where the address of an addressee is located. The postal undertaking may arrange the access in a manner of its choosing but this may not constitute an obstacle for the operations of the other postal undertaking. The access referred to in this section shall be implemented at a cost-oriented price and under conditions of transparency and non-discrimination.

A universal service provider shall provide another postal undertaking with all information on mail box locations necessary for the undertaking to attend to its postal operations.

## Chapter 8

Receipt and delivery of items

### Section 40

Receipt, forwarding and seizure of postal items [\(8.9.2017/614\)](#)

A postal undertaking shall be liable to receive and forward to an addressee an item of correspondence and a postal parcel sent by any person against an applicable fee and in accordance with its terms of delivery. [\(8.9.2017/614\)](#)

A postal undertaking may, however, refuse to receive or forward an item of correspondence or a postal parcel if:

- 1) the item contains dangerous substances, objects or products the transport of which is prohibited by law, which are otherwise illegal or which can justifiably be suspected to pose a danger to persons or property;
- 2) the item contains living insects or other live animals;
- 3) the content of the item is especially sensitive to heat or cold;
- 4) the item contains fragile or bending objects or flowing substances; or if
- 5) an uninsured universal service item or an item not falling within the scope of universal service contains money, securities or other valuables.

#### (614/2017)

The seizure of an item of correspondence and the retention of an item of correspondence shall be provided for separately.

#### Section 40 a (8.8.2014/658)

##### Items of the visually impaired

A postal undertaking which has been imposed the obligation to act as a designated operator in accordance with the UPU Convention shall provide private persons the possibility to send an item weighing under seven kilograms and containing Braille free of charge with the exception of the air mail surcharge. (614/2017)

A visually impaired person shall present a clarification of his disability if so requested by the postal undertaking referred to in subsection 1.

#### Section 41

##### Terms of delivery

A postal undertaking shall draw up terms of delivery. The terms of delivery shall be published in the website of the undertaking and kept available, on request, in paper form free-of-charge.

The terms of delivery shall indicate:

- 1) the rights and obligations of the user of postal services and of the postal undertaking;

- 2) the measures available to the user of postal services in cases where an item has been delayed, lost, stolen or damaged or the quality standards of the services have not been complied with; these measures shall be clear, simple and affordable;
- 3) the legal remedies of the user of postal services;
- 4) the possibility of the user of postal services to refer to the competent authority cases where the user of the postal services and the postal undertaking have not reached a mutual understanding;
- 5) the procedure for determining or confirming the tariffs;
- 6) the procedure for notifying the customer of changes in the tariffs; and
- 7) the grounds for the security required from the user of postal services or for other exceptional payment guarantees.

A price list of the tariffs relating to postal services shall be published on the website of the undertaking and the price list shall also, on request, be available in paper form free of charge. If an offer is made or a contract is concluded on the provision of the postal service, it shall be in writing or in electronic form so that its contents cannot be changed unilaterally and so that the parties have access to it. [\(614/2017\)](#)

The users shall be notified of new terms of delivery at the latest one month prior to their entry into force.

#### Section 41 a [\(3.6.2016/408\)](#)

##### Marking of postal items

A postal undertaking shall mark its items so that they can be identified and distinguished from the corresponding items of other postal undertakings.

#### [Section 42](#)

##### Monitoring the quality of postal services

A postal undertaking shall publish annually information on the quality of its service, which shall also indicate the number of complaints and their handling. A survey measuring the extent of the implementation of the quality standard referred to in section 19 shall be carried out by a party

independent of the universal service provider. The information and the survey shall be submitted to FICORA for information.

### Section 43

#### Delivery

Items of correspondence to be delivered to single-family houses shall be distributed to a mailbox, which, taking into account the local circumstances, is located within a reasonable distance from the place of address of the addressee. Items of correspondence to be delivered to apartments shall be distributed to building-specific pigeonhole boxes or apartment-specific mail slots. [\(614/2017\)](#)

In determining the place of delivery, also local circumstances or personal special needs arising from the age or state of health of the addressee can be taken into account. Of the personal special needs, mobility impairment or an age of at least 75 years of the addressee shall be taken into consideration in the manner provided for in more detail in the regulation of FICORA in accordance with section 48.

A notice of arrival may be used in the delivery of items requiring acknowledgement of receipt or postal parcels and items unsuitable for delivery due to their size. The postal undertaking shall have the right to enter the personal identity number of the addressee and the document from which the identity number has been verified in the handover document of an item of correspondence requiring acknowledgement of receipt. [\(614/2017\)](#)

The addressee may agree with a postal undertaking on arrangements deviating from the provisions of this section against a reasonable fee.

#### Section 43 a [\(3.6.2016/408\)](#)

#### Return of wrongly delivered items

A postal undertaking shall arrange for a service for the return of wrongly delivered items in each of the municipalities of the operating area notified to FICORA in accordance with section 4.

### Section 44

#### Location of mail boxes

The placement of the mailbox shall be determined by the universal service provider of items of correspondence or, if no universal service obligation has been imposed, by another postal undertaking following a decision by FICORA. In determining the location, the requirements of

sections 43 and 45 as well as the provisions issued under section 48 shall be taken into account. [\(408/2016\)](#)

A party not satisfied with the location of the mail box may refer the matter to be decided by the municipal building supervision authority. A universal service provider may apply for a decision of the building supervision authority on a disagreement concerning the location of a mail box if the addressee does not place his mail box at the location indicated by it but does not contest the matter.

In its decision, the municipal building supervision authority shall take into account the other use of the location in question, the requirements for appropriate postal operations and the requirements set out in sections 43 and 45 and the regulations issued under section 48.

#### Section 45

Location of equipment and facilities required in the delivery

A municipality shall be liable to allow the placement of equipment and minor facilities, such as mail boxes, needed in the collection and delivery of items of correspondence, in public areas indicated in a local detailed plan if their placement cannot otherwise be arranged in a manner reasonable from the point of view of the postal undertaking and of the addressee and at reasonable cost. The equipment and minor facilities needed in the collection and delivery or their use may not cause unnecessary danger to traffic or significant detriment to the maintenance and cleaning or other use of a public area.

The owner of a plot, other real estate or a building shall be liable to allow equipment or minor facilities needed in the collection and delivery to be fixed on a wall, gate or fence or placed on the ground under the conditions referred to in subsection 1. The obligation may, however, be imposed only if it is reasonable from the point of view of the owner.

The equipment or minor facilities needed in the collection and delivery may be placed in a roadside buffer zone or lateral clearance area referred to in the Highways Act [\(503/2005\)](#) if the placement or the use of the boxes causes no unnecessary danger to traffic or significant detriment to road management.

#### Section 46

Compensation for placement of mail boxes

Compensation will be paid for any inconvenience and damage caused by mail boxes in accordance with the provisions of the Act on the Redemption of Immoveable Property and Special Rights. An agreement on this compensation will also be binding on any subsequent owner of the real estate or building.

#### Section 47 (614/2017)

Keeping of postal items available to the addressee

A postal undertaking shall have the right to keep items of correspondence available at the establishment determined on the basis of the address of the addressee or at another corresponding collection point if:

- 1) the addressee and the postal undertaking have not reached a mutual agreement on the arrangements for receiving the mail and no final legal decision has been issued in the matter; or if
- 2) the addressee has interfered with the arrangements for receiving mail so that the postal undertaking cannot deliver items of correspondence to the mailbox of the addressee placed in accordance with the provisions of section 44.

In the situation referred to in subsection 1, paragraph 1, the postal undertaking may require that the addressee concludes an agreement on the collection of mail referred to in section 43, subsection 4.

#### Section 48

Authority of FICORA to issue regulations

FICORA may issue more detailed regulations on:

- 1) the placement of equipment and minor facilities needed in the reception and delivery of items of correspondence; and
- 2) taking into account in postal delivery the local circumstances or the personal special needs arising from the age of at least 75 years of the addressee or the mobility impairment or the state of health of the addressee.

## Liability of a postal undertaking

### Section 49

#### Liability of a postal undertaking

A postal undertaking shall be liable for any damage incurred by the sender or the addressee as a result of an item being delayed, lost or damaged.

If an item is delayed, the right to compensation shall lie with the sender or addressee who has suffered damage for the delay.

If an item is lost, the right to compensation shall lie with the sender.

If an item is damaged, the right to compensation shall lie with:

- 1) the sender until the item has been handed over to the addressee; or
- 2) the addressee after he has received the item.

The liability of a postal undertaking shall begin when the sender has deposited the item at a collection point or in another manner to be transported by the postal undertaking. The liability shall end when the item, in accordance with the manner of transport agreed upon, has either been delivered to the delivery equipment or facility of the addressee or given to the addressee or his representative or when the necessary acknowledgement of receipt has been obtained.

### Section 50

#### Release from liability and limitation of liability of a postal undertaking

A postal undertaking shall be released from liability for damages if it can prove that the damage was caused by a circumstance which the postal undertaking could not have avoided and the consequences of which it could not have prevented.

If a postal undertaking or a party for the actions of whom the postal undertaking is liable has caused the damage wilfully or through gross negligence, it may not invoke the provisions of subsection 1 or section 51 on release from or limitation of liability.

A contract term that derogates from the provisions on liability of this Act to the detriment of the sender or the addressee shall be void. The provisions may, however, be derogated from by an agreement concluded with a party other than a consumer referred to in chapter 1, section 4 of the Consumer Protection Act([38/1978](#)) if the derogation is deemed reasonable due to the position of the contracting parties, the exceptional nature of the item, or other special circumstances.

A postal undertaking and a party for the actions of whom the postal undertaking is liable shall be entitled to invoke the provisions of this Act on limitation of and release from liability also when the claim for compensation is not based on this Act if the compensation could have been claimed under this Act.

## Section 51

### Limitation of liability

The compensation payable to a party who has suffered damage due to a delay of an item shall be the amount of the damage, however, not exceeding:

- 1) EUR 50 in the case of an ordinary item of correspondence;
- 2) EUR 85 in the case of a registered item of correspondence or an item of correspondence given against advice of receipt;
- 3) EUR 150 in the case of another item of correspondence or a postal parcel.

The compensation payable to a party who has suffered damage due to damage to or loss of an item shall be the amount of the damage, however, not exceeding:

- 1) EUR 50 in the case of an ordinary item of correspondence;
- 2) the agreed insured value of an insured item;
- 3) EUR 340 in the case of another item of correspondence;
- 4) EUR 25 per kilo in the case of a postal parcel.

The compensation to be ordered under this Act may be adjusted as reasonable if the injured party has contributed to the damage or if another circumstance, which was not part of the action causing the damage, has also contributed to the damage.

## Section 52

### Complaint and statute of limitations

A complaint regarding damage to or delay of an item shall be filed with the postal undertaking, under the threat of forfeiting the right of action, within a reasonable time from the time when the addressee has or should have detected the damage or the delay. A complaint concerning externally noticeable damage shall, however, be filed upon the receipt of the item if the item is given personally to the addressee or to his representative who is not a consumer.

The right to compensation shall be forfeited unless the claim is filed with the postal undertaking in writing within one year, or if the damage or delay has been caused wilfully or through gross negligence, within three years, from the time when:

- 1) the liability of the postal undertaking has ended under section 49, subsection 5 if the right is based on damage to or a delay of an item; or when
- 2) the postal undertaking notified the sender of the loss of the item or, with regard to an ordinary item of correspondence, from the time when the sender should have noticed the loss if the right is based on the loss of the item.

The postal undertaking shall handle the claims presented to it using simple procedures and without delay. Information on the procedures for claiming compensation shall be kept efficiently available to users.

## Chapter 10

### Delivery of items and handling of undeliverable items

## Section 53

### Right of control over a postal item

The sender shall have the right of control over a postal item until the item has been conveyed to the possession of the addressee in accordance with the terms of the item, unless the item has been seized under legislation in force. If the sender and the addressee simultaneously claim the postal item, it shall be given to the sender.

When the item is held by a postal undertaking, the sender shall be entitled to take back the item, designate it for delivery to a party other than the addressee marked on it and to correct or change the postal address marked on it or to issue other similar instructions to the postal undertaking.

The addressee shall have the right to decide on the re-directing or interruption of delivery of items addressed to him. The right of control over an item of the sender shall terminate when the item has been delivered to the place in accordance with the instructions of the addressee.

#### Section 54

Obligation of a postal undertaking to deliver an item to the addressee and handling undeliverable items

A postal undertaking shall be liable to deliver an item of correspondence or a postal parcel to the address marked on the item.

If the address information on an item of correspondence or a postal parcel is incomplete or incorrect, the postal undertaking shall attempt, with the aid of its address register or commonly available public registers, to ascertain the correct address of the addressee. If the addressee has made a valid change of address or an agreement on re-directing, the item of correspondence or the postal parcel shall be delivered to the applicable new address, unless the postal undertaking has agreed otherwise with the sender. It is, however, not possible to agree otherwise with the sender on the address clarification of an item of correspondence or a postal parcel that falls within the scope of universal service.

The postal undertaking shall return an item of correspondence or a postal parcel to its sender if:

- 1) the addressee's address cannot be ascertained;
- 2) the addressee does not wish to receive the item;
- 3) no valid tariff has been paid for the item and the addressee has not claimed the item even though the postal undertaking has made it available to be claimed; or
- 4) it is an item that the postal undertaking is not able to re-deliver for a reason beyond its control.

If the item referred to in subsection 3 cannot be returned to the sender for a reason beyond the control of the postal undertaking, it shall be treated as undeliverable. The postal undertaking shall deliver the undeliverable item of correspondence, without delay, to be handled by FICORA.

Subsections 2-4 of this section shall not apply to addressed direct mail.

The postal undertaking may collect a fee for redelivering or returning a parcel as well as for a postal item to be returned in compliance with the provisions on distance selling of chapter.

## Section 55

Right of a postal undertaking to open a sealed item

A postal undertaking shall not be entitled to open a sealed letter.

A postal parcel may be opened by a postal undertaking if:

- 1) the item has been damaged and the opening is necessary in order to protect the contents or to verify their condition;
- 2) there is reason to suspect that the item may cause danger to health or property; or if
- 3) the item is an undeliverable postal parcel referred to in section 56 and it is necessary to open the parcel for it to be sold or destroyed.

A postal parcel may be opened by a person authorised to the task by FICORA in the presence of another person. The contents of the postal parcel may not be examined in more detail than is necessary for the reason for opening. An opened postal parcel shall be marked as ordered by FICORA. A record of the opening shall be drawn up and signed by the persons who participated in the opening, and delivered to FICORA. A person employed by a postal undertaking shall be governed by the provisions on public criminal liability when he performs the duties referred to in this section.

If a postal parcel referred to in subsection 2, paragraph 3 contains a confidential message, it shall be delivered to the addressee or, if the addressee cannot be ascertained from the item, to be handled by FICORA.

## Section 56

### Keeping and destroying items

A postal undertaking may destroy a postal item the contents of which are evidently spoilt.

A postal undertaking may destroy a postal item with the consent of the sender. A postal undertaking may also destroy an unsealed item that clearly contains no information that would assist in ascertaining the sender or the addressee.

A postal undertaking may destroy an undeliverable postal parcel or an item containing direct mail the return of which has not been agreed on with the sender of the postal item.

A postal undertaking may destroy a postal parcel referred to in subsection 3 at the earliest three months after the addressee has been notified of the arrival of the item or the sender has been notified of its return. The destruction shall be carried out in a manner safeguarding confidentiality. [\(614/2017\)](#)

Instead of destroying an undeliverable postal item referred to in this section, the postal undertaking shall have the right to sell it as provided for in the Act on the Right of a Self-Employed Person to Sell An Unclaimed Object [\(688/1988\)](#). Instead of the storage time laid down in the said Act, the postal undertaking shall keep the postal item for six months before selling it. Goods transported in the postal network which can no longer be connected with a postal item shall be governed by the provisions of the Lost Property Act [\(778/1988\)](#).

## Section 57

### Handling of undeliverable items at FICORA

FICORA shall aim at ascertaining the address information of the addressee or sender of an undeliverable postal item dispatched to it by a postal undertaking in compliance with section 54, subsection 4. The procedure concerning undeliverable items only applies to ascertaining the information on the sender if the item is one referred to in section 54, subsection 3, paragraph 3

A universal service provider shall provide FICORA with access to its address register free-of-charge for the purpose of ascertaining the address information of the addressee or sender.

When handling an undeliverable item, FICORA shall have the right to open a sealed letter if:

- 1) this is necessary for ascertaining the address of the addressee of a postal item so that the item can be delivered or for ascertaining the address of the sender so that the item can be returned;
- 2) it is apparent that the item may cause danger to health or property; or if
- 3) it is apparent that the content of the item prevents it from being transported for safety reasons.

The person handling an undeliverable item at FICORA may open a postal item only in the presence of another person. The content of an opened postal item may not be examined in more detail than is necessary due to the reason for opening. The reason for and the date and place of the opening as well as the provision under which the item was opened shall be marked on the cover of the opened item or in a separate attachment accompanying the item. The persons who opened the item shall sign the marking. A record referred to in section 55 shall be drawn up of the opening.

#### Section 58

Returning a postal item from FICORA to a postal undertaking

If an opened item includes information that enables FICORA to ascertain the address information of the addressee or sender, FICORA shall return the item to the postal undertaking with markings of its opening. In order to ensure the confidentiality of the message, the postal item shall be returned sealed.

A postal undertaking shall deliver to the addressee or sender the item it has received from FICORA with the markings of its opening if the address information of the addressee or sender can be ascertained on the basis of the information in the item.

#### Section 59

Handling an opened item at FICORA

If no information can be found in an opened postal item that would help to deliver it to the addressee or return it to the sender, FICORA shall keep the item for a period of six months. The period of keeping shall start on the day the item is opened.

If the addressee or sender of an undeliverable item has not been ascertained within the six-month storage period, the item shall be destroyed by appropriate means ensuring the confidentiality of the message. If the item contains something else than a message intended to be personal, the remaining content may be sold in a way deemed appropriate.

Funds from sale of the content of items shall be entered as income to FICORA deducted with the expenses from the sale. Also money included in the items shall be entered as income to FICORA. FICORA may also hand over the content of items to non-profit purposes.

FICORA shall remove from an item referred to in section 57, subsection 2, paragraph 3 any content that prevents the redelivery of the item for safety reasons. Any content removed may be sold, destroyed or handed over in a manner referred to in subsections 2 or 3 of this section, however, without observing the deadline laid down in subsection 1. FICORA shall deliver the item to a postal undertaking for redelivery. FICORA shall attach to the item markings of its opening and the removal of content.

An item may be destroyed without complying with the deadline laid down in subsection 1 in case of:

- 1) an item the contents of which are evidently spoilt;
- 2) an item the contents of which may cause danger to health or property; or in case of
- 3) an item the keeping of which is clearly unnecessary for another reason.

## Section 60

### Liability for acts in office

Provisions on public criminal liability shall also apply to a person who is in other than a public service position or comparable employment relationship with FICORA when handling undeliverable items.

## Section 61

### Derogation from the publicity of official documents and non-disclosure obligation

Postal items and documents included in them that are held by FICORA and that it has received while attending to the duty referred to in this chapter, shall be kept secret.

A person employed by FICORA may not reveal information on a postal item or its content which he has received while attending to a duty referred to in this chapter. Provisions on the non-disclosure obligation, prohibition of use and violation of a non-disclosure obligation are laid down in the Act on the Openness of Government Activities ([621/1999](#)).

The provisions of this section shall not prevent FICORA from providing information to a postal undertaking from the records drawn up of the opening of postal items if this is necessary to ascertain the address information of the addressee or the sender of an item.

## Chapter 11

### Other obligations of a postal undertaking

#### [Section 62](#)

##### Safeguarding the secrecy of a confidential message

A postal undertaking shall ensure the secrecy of a confidential message. The same obligation shall also apply to anyone who, under an agreement made with the postal undertaking, handles postal items or provides services of the postal undertaking to customers.

#### [Section 63](#)

##### Non-disclosure obligation

A person employed by a postal undertaking may not disclose any information on a customer or his affairs that he has acquired in work if the disclosure of the information would violate the secrecy of a confidential message or a business or customer relationship. The non-disclosure obligation shall also apply to anyone who, under an agreement made with the postal undertaking, handles postal items or provides services of the postal undertaking to customers.

#### [Section 64](#)

##### Obligation of a postal undertaking to prepare for exceptional circumstances

A postal undertaking shall, by means of contingency planning and preparations for exceptional circumstances, ensure that its activities continue with minimum disruption even in the exceptional circumstances referred to in the Emergency Powers Act ([1080/1991](#)) as well as during disruptions in normal conditions.

The Emergency Powers Act [1080/1991](#) was repealed by Act [1552/2011](#), in force since 1 March 2012.

#### [Section 65](#)

##### Further provisions on contingency preparations

Further provisions on the contingency preparation obligation of a postal undertaking referred to in section 64 may be issued by government decree. The provisions may concern the arrangement of postal services necessary to ensure state leadership or national security or the functioning of industry.

FICORA may issue postal undertakings further technical regulations on the contingency preparation obligation. The regulations may apply to:

- 1) the technical characteristics of postal services;
- 2) documentation on securing the operation and services of a postal undertaking in exceptional circumstances;
- 3) technical measures to minimise disruptions; and
- 4) other comparable technical issues.

### [Section 66](#)

#### Costs of contingency preparations

A postal undertaking shall be entitled to receive compensation for costs incurred for contingency preparation from the national emergency supply fund referred to in the security of supply act([1390/1992](#))[laki huoltovarmuuden turvaamisesta] only if the costs are significant taking into account the nature and extent of the operations of the postal undertaking.

Compensation for the costs referred to in subsection 1 shall be decided by the National Emergency Supply Agency based on a proposal of the Ministry of Transport and Communications.

## Chapter 12

### Guidance and supervision of postal operations

#### [Section 67](#)

##### General guidance, development and supervision

The general guidance and development of postal operations belongs to the Ministry of Transport and Communications.

It is the duty of FICORA to supervise compliance with this Act and the provisions and regulations issued thereunder. FICORA shall annually publish a report of compliance with the quality standards referred to in section 19.

In attending to the duties under this Act, the Ministry of Transport and Communications and FICORA shall, where necessary, work in cooperation with the competition authorities and the consumer authorities.

#### Section 67 a (8.9.2017/614)

Handling of supervisory matters at FICORA

FICORA may take up a matter for examination on request by a party or on its own initiative.

FICORA may prioritise its supervisory duties laid down in this Act. FICORA may dismiss a matter if:

- 1) it is likely that a matter is not related to actions in violation of this Act or provisions issued thereunder;
- 2) despite a suspected defect or neglect, the matter is of minor significance with regard to the functioning of the postal markets, the reliability of postal services as well as to ensuring freedom of the postal markets from interference and the interests of service users; or if
- 3) the request for action is manifestly unfounded.

FICORA shall decide on the dismissal referred to in subsection 2 without delay.

#### Section 68

Fee for the supervision of postal operations

A postal undertaking shall be liable to pay FICORA an annual fee for the supervision of postal operations. The total sum of the supervision fees collected from postal undertakings corresponds to the total costs incurred by FICORA in attending to the duties laid down in this Act relating to postal undertakings.

#### Section 69

Amount of the fee for the supervision of postal operations

The fee for the supervision of postal operations shall be 0.29 per cent of the turnover from the postal operations carried out by a postal undertaking in Finland and subject to notification in accordance with section 4 of the financial period that ended two years prior to the collection of the supervision fee, however, at least 2 000 euros. [\(408/2016\)](#)

The fee for the supervision of postal operations to be collected from a new postal undertaking shall be 1 000 euros for the first year of operation and 5,000 euros for the second year of operation. The fee for the third and subsequent years shall be determined as provided for in subsection 1.

If the financial period is other than a calendar year, the turnover shall be converted to a sum to correspond to the turnover of one year by multiplying it by 12 and by dividing it with the number of months in the financial period.

If the postal operations referred to in subsection 1 terminate in the middle of an invoicing period, FICORA shall determine the amount of the fee for the duration of the postal operations referred to in subsection 1. If the postal operations referred to in subsection 1 have been assigned to another undertaking between the financial period on which the fee is based and the due date of the fee, FICORA shall determine the fee of the undertaking carrying out the operations on the due date taking into consideration the confirmed turnover from postal operations referred to in subsection 1 for the financial period on which the fee is based.

If changes have taken place in the group relations of an undertaking between the end of the financial period on which the fee is based and the due date of the fee, the amount of the fee shall be determined on the basis of the share of the undertaking of the turnover from the postal operations referred to in subsection 1 for the financial period on which the fee is based.

The collected fee shall not be returned even if the undertaking terminates the postal operations referred to subsection 1. [\(408/2016\)](#)

## [Section 70](#)

Turnover of a group on which the fee is based

If the postal undertaking belongs to a group in accordance with chapter, the basis for the fee of the postal undertaking shall be its share of the joint turnover from postal operations carried out in Finland of postal undertakings liable for payment which belong to the same group after deducting the intercompany turnover of the undertakings for such operations. The procedure for determining the fee shall also apply to cases where the parent company is not Finnish.

Further provisions on how to submit the data necessary for determining the fee to FICORA may be given by decree of the Ministry of Transport and Communications.

## Section 71

Determining and collecting the fee for the supervision of postal operations

The fee for the supervision of postal operations shall be collected annually in four instalments. The fee is payable by an order of FICORA. Further provisions on the recovery of fees may be given by decree of the Ministry of Transport and Communications.

For the purposes of determining the fee, FICORA shall be entitled to obtain from a postal undertaking information on the turnover from the postal operations of the postal undertaking carried out in Finland as referred to in section 69 for the financial period ending two years before the fee collection year. Postal undertakings belonging to a group shall also deliver to FICORA an account of which instalments incurred in intercompany postal operations of the group undertakings have been deducted from the turnover from the postal operations in accordance with section 70, subsection 1. The postal undertaking shall submit the information to FICORA within one month from the adoption of the financial statements. A copy of the adopted financial statement and consolidated financial statement shall be submitted as attachments.

Provisions on the direct attachability without grounds for execution of the fee for the supervision of postal operations are laid down in the Act on the Collection of Taxes and Charges ([706/2007](#)). If the fee is not paid by the due date, annual interest on arrears shall be collected on the amount due in accordance with the interest rate referred to in [section 4 of the Interest Act \(633/1982\)](#). Instead of an interest on arrears, the authority may charge a fee on arrears amounting to five euros if the interest on arrears is less than that.

## Section 72

Duty of disclosure

Notwithstanding the provisions on the secrecy of documents laid down elsewhere in the law, a postal undertaking shall be liable to collect and disclose to the Ministry of Transport and

Communications and FICORA information on its finances and its operations in accordance with this Act that is necessary for attending to the duties referred to in this Act or for compiling statistics relating to these duties. The information shall be submitted free-of-charge, without undue delay, and in the form requested by the authority.

The obligation to collect and disclose information referred to in subsection 1 shall also apply to other undertakings in possession of information that is essential and significant for postal operations and the official duties referred to in this Act.

The Ministry of Transport and Communications and FICORA shall notify the purpose for which the information is to be used and justify the request for the disclosure of the information.

FICORA shall disclose to the Ministry of Transport and Communications, on its request, all information referred to subsection 1 it has obtained in attending to the tasks provided for in this Act. FICORA shall notify the party that has supplied the information subject to the disclosure of the disclosure without delay.

### Section 73

Use of a document obtained from a foreign authority

The Ministry of Transport and Communications and FICORA may use a secret document obtained from a foreign authority only for the purpose for which it was given.

### Section 74

Supplying information to the European Commission and to other EEA Member States

On the request of the European Commission and a supervisory authority of another EEA Member State, the Ministry of Transport and Communications and FICORA shall be liable to disclose information necessary for the supervision of the internal market of postal services.

In addition to the provisions laid down in the Act on the Openness of Government Activities, the Ministry of Transport and Communications and FICORA shall have the right to hand over a secret document and to disclose secret information to the European Commission and to a supervisory authority of another EEA Member State if this necessary for the supervision of the internal market of postal services.

## Enforcement, sanctions and appeal

### Section 75

#### Coercive measures

If a postal undertaking or another such entity to which the regulations of this Act apply, violates this Act or the provisions issued under it, FICORA may obligate the undertaking to rectify its error or omission.

FICORA may enforce its decision referred to in subsection 1 through the imposition of a conditional fine or a threat that either part or all of the operations shall be suspended or that the omitted measure shall be subcontracted at the cost of the party in question as provided for in the Act on Conditional Fines ([1113/1990](#)).

The costs of the subcontracted work shall be paid in advance from government funds. The costs are directly subject to execution. Provisions on their collection are laid down in the Act on the Enforcement of Taxes and Public Payments.

### Section 76 ([408/2016](#))

#### Unauthorised postal operations

Anyone who carries out postal operations without submitting the notification referred to in section 4 to FICORA shall, unless a more severe punishment has been provided elsewhere in the law for the act, be sentenced for *unlawful postal operations* to a fine.

The punishment shall be waived if the offence is of minor significance.

### Section 77

#### Violation of the rules on postage marking

Anyone who, with the intention of gaining unjust financial benefit for himself or for another,

- 1) falsifies or imitates a postage marking, or contributes to the manufacture of a falsified or imitated postage marking;
- 2) circulates, markets, distributes, disseminates, transports, exhibits, shows or publishes a falsified or imitated postage marking; or
- 3) uses or circulates a used postage marking as a postage marking,

shall, unless a more severe punishment has been provided elsewhere in the law for the act, be sentenced for *a violation of the rules on postage markings* to a fine.

An attempt shall be punishable.

For the purposes of this Act, a postage marking shall refer to means of paying for postal items, including stamps, postal prepayment impressions, impressions of franking machines or printing presses, and international reply coupons that are in or have been withdrawn from public circulation.

### Section 78

Violation of the non-disclosure obligation

Penalty for breach of the non-disclosure obligation provided for in section 63 shall be sentenced in accordance with chapter unless the act is punishable in accordance with chapter or unless a more severe punishment has been provided elsewhere in the law for the act.

### Section 79

Settlement of disputes

If a postal undertaking or a person whose right, benefit or obligation is affected by the matter deems that someone is acting in violation of this Act or the provisions issued under it, the postal undertaking or said person may refer the matter to FICORA for a decision. FICORA shall make a decision in the matter within four months from the time when the matter became pending. The deadline shall not apply to unusually extensive matters or matters that have taken place in otherwise exceptional circumstances. FICORA may also take up a matter for decision on its own initiative. [\(614/2017\)](#)

A person who intends to apply for a decision of FICORA in a matter concerning himself shall be given guidance in requesting the decision.

Matters relating to contractual relationships between a postal undertaking and a customer or the liability to compensate do not fall within the powers of decision-making of FICORA.

### Section 80 [\(7.8.2015/1000\)](#)

Appeals

Appeal against a decision of the Ministry of Transport and Communications, FICORA and a municipal building inspection authority may be lodged in an Administrative Court as provided in the Administrative Judicial Procedure Act [\(586/1996\)](#). [\(408/2016\)](#)

Appeal against a decision of an Administrative Court in a matter relating to the imposition of a universal service obligation and a change thereof may be lodged as provided in the Administrative Judicial Procedure Act. Other decisions of an Administrative Court may be challenged by appeal only if the Supreme Administrative Court grants a leave to appeal.

A decision of the Ministry of Transport and Communications and FICORA shall be complied with despite appeal unless otherwise ordered by the appellate authority. [\(408/2016\)](#)

FICORA shall have the right to appeal against a decision of an Administrative Court referred to in subsection 2 whereby the Administrative Court has repealed or amended a decision of FICORA.

## Chapter 14

### Miscellaneous provisions

#### [Section 81](#)

##### Executive assistance

The Ministry of Transport and Communications and FICORA shall be entitled to obtain executive assistance from the police, the customs authorities and the Finnish Border Guard for the enforcement of this Act and the provisions and regulations issued thereunder.

#### [Section 82](#)

##### Issue of postage stamps and the use of a postage marking

The Ministry of Transport and Communications may, upon application, grant a postal undertaking the right to issue internationally acceptable postage stamps or postage stamps that are acceptable in Finland. The right to issue postage stamps shall be in force until further notice. [\(408/2016\)](#)

FICORA may, where necessary, issue provisions on the form of a postage marking that corresponds to postage stamps and its the placement on an item of correspondence as well as on its other use.

## Chapter 15

Entry into force

### Section 83

Entry into force

This Act enters into force on 1 June 2011.

This Act repeals the Act on Postal Services ([313/2001](#)).

This Act repeals the Act on the Fee Collected for Securing the Provision of Postal Services in Sparsely Populated Areas([708/1997](#)).

### Section 84

Transitional provisions

A license granted for postal operations in force upon the entry into force of this Act shall be valid until a new license is granted under this Act. The licence shall, however, be in force at most for the previous term of the license. If the terms of the license are in conflict with the provisions of this Act, the provisions of this Act shall apply.

License applications pending upon the entry into force of this Act shall be treated in accordance with the provisions of this Act.

A universal service obligation in force upon the entry into force of this Act shall be valid until FICORA issues a decision by which a new universal service obligation is imposed or is not imposed in part or in full. The contents of the universal service obligation shall be defined in accordance with chapter 3 after the entry into force of this Act taking into consideration the provisions of subsection 10.

FICORA shall make the market assessment referred to in section 22 for the first time so that it is available at the latest within one year from the entry into force of the Act.

The provisions of section 38 of this Act on an address register shall be applied also to information in the register of a postal undertaking upon the entry into force of the Act.

A postal undertaking which, upon the entry into force of this Act, has the right to issue postage stamps may continue to issue postage stamps during the term of its license.

Agreements in force upon the entry into force of this Act shall be governed by the provisions in force upon the entry into force of this Act. If an item is deposited for to be transported by a postal undertaking prior to the entry into force of this Act, the liability of the postal undertaking shall be governed by the provisions in force upon the entry into force of this Act.

The provisions of this Act on the handling of undeliverable postal items shall also be applied to items that have been deposited for transport prior to the entry into force of this Act and which the postal undertaking, during the validity of the Postal Services Act, has not been able to deliver to FICORA nor sell or destroy. FICORA shall have the right to destroy such items without opening them or sell their content without complying with the time period provided for in section 59, subsection 1.

Section 56, subsection 6 of this Act on goods transported in the postal network which can no longer be connected with a postal item shall be applied also to goods referred to in said provision which are in possession of a postal undertaking upon the entry into force of the Act.

The obligation to attend to the accessibility of service points provided for in section 16 of this Act shall be applied from six months after the entry into force of this Act.

Measures necessary for the implementation of this Act may be taken prior to the entry into force of this Act.