



# Corporate Travel Cover

MT01

Insurance terms and conditions  
Valid as of 1 January 2018

330900e 11.17

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**This is a translation of the original Finnish terms and conditions, which take precedence should there be any differences between the original and the translation.**

## CORPORATE TRAVEL COVER INSURANCE TERMS AND CONDITIONS

The following types of insurance are available for travel insurance:

- Traveller's insurance
- Luggage insurance
- Travel liability insurance
- Legal expenses travel insurance, provided you have also taken out travel liability insurance.

The insurance policy shows the types of insurance and cover selected.

## COMMON PROVISIONS

### 1 Territorial scope of validity

Unless otherwise specified in the insurance policy, scope of validity applies:

- on journeys abroad throughout the world
- on domestic journeys made to places which are more than a straight-line distance of 50 kilometres from the home, place of work or study, or holiday home of the insured person. The insurance cover is not, however, valid in the above-mentioned places or on journeys between them.

### 2 Period of validity

The insurance is valid during the journeys referred to in the insurance policy for the specified periods.

Days taken off during a business trip are covered by the insurance for up to a total of seven days.

The insurance will terminate when the insured person's employment or other contractual relationship with the policyholder terminates.

### 3 Those insured

Those insured are the persons or group of persons named in the insurance policy.

Unless otherwise agreed,

- the insured person are only those who are permanently resident in Finland and
- those who have taken out a traveller's insurance must also be entitled to benefits provided by the Finnish Health Insurance Act.

### 4 Secondary nature of compensation

Expenses incurred by an insured as a result of an insurance event are coverable as far as they do not grant or would not have granted entitlement to compensation under the Health Insurance Act or under some other legislation. Expenses compensation payments that the insured receives from another source as a result of the loss are subtracted from the amount of expenses incurred by the insured as a result of the insurance event. Indemnity will not be paid to the extent that the insured is paid compensation for the same reason by the tour operator, transport service contractor, hotel or corresponding party.

### 5 High-risk areas, nuclear accident and aviation accident

Travel insurance is not valid in a country or area to which the Ministry for Foreign Affairs of Finland recommends avoiding travelling or which the Ministry for Foreign Affairs of Finland recommends leaving. However, this exclusion will not apply

- during ten days from the date of such recommendation if the insured person has arrived in the country or a part of the country described above before the Ministry for Foreign Affairs's recommendation, unless a major war is concerned or the insured person has participated in the war or an armed conflict or the insured person has participated in peace-keeping operations organised by the United Nations, the European Union or another community or organisation, or some other military operation
- if the insured person's travel illness or injury is not due to the reason why the Ministry for Foreign Affairs issued its recommendation.

If it has been separately agreed, the travel insurance is also valid in a country or a part of the country to which the Ministry for Foreign Affairs of Finland recommends avoiding travelling or which the Ministry for Foreign Affairs of Finland recommends leaving even if the insured person's travel illness or injury is due to the reason why the Ministry issued its recommendation. **Extending the cover to include a higher-risk area does not, however, extend the cover for a major war or situations in which the insured person participated in the war or an armed conflict. Despite the extension, the cover is not valid either if the insured person has participated in peace-keeping operations organised by the United Nations, the European Union or another community or organisation, or some other military operation.**

The insurance does not cover damage or loss caused by a nuclear accident as described in the Nuclear Liability Act, or by damage caused by material, equipment or weapons based on nuclear reaction or ionising radiation, regardless of where the nuclear accident occurred.

In the event of illness, injury or death occurring in connection with an aviation accident, the traveller's insurance does not, neither in hobby nor in professional aviation, cover pilots or any other persons who are members of the flight crew or persons carrying out other duties related to the flight.

## TRAVELLER'S INSURANCE

### 1 Insurance coverage

The insurance covers travel illnesses which begin or travel accidents which occur during the validity of the insurance.

The following types of coverage are available:

- Medical treatment cover
- Daily allowance cover
- Travel interruption cover
- Disability cover for travel accident
- Disability cover for travel illness
- Death cover for travel accident
- Death cover for travel illness
- Cancellation cover
- Cover for missed or delayed departure
- Cover for assault, kidnapping and crisis therapy
- Evacuation and catastrophe cover
- Health care cover
- Dental care cover
- Childbirth cover provided that health care cover has also been taken out.

The insurance policy specifies the cover chosen for each insured person or group.

### 2 Common provisions to all coverage under traveller's insurance

#### 2.1 Effect of the insured person's age on validity

Traveller's insurance cover will expire at the end of the insurance period during which the insured person reaches the age of 86, at the latest.

Daily allowance cover expires at the end of the insurance period during which the insured person reaches 70 years of age.

#### 2.2 Beneficiary

In the event of death, the beneficiaries are the insured person's next of kin, unless the policyholder or the insured person with the policyholder's consent has notified the insurance company in writing of another beneficiary. Such a beneficiary clause and relevant alterations to or cancellations of it must be submitted to the insurance company in writing.

#### 2.3 Deductible

The deductible mentioned in the policy for each cover is subtracted per any one insurance event.

#### 2.4 Validity in sports and certain other activities

##### 2.4.1 Competitive sports

If an illness, accident or death has been caused during competitive sports or when training for it, no compensation will be paid from this policy.

By competitive sports we mean sports games or matches arranged by a sports association or sports club and training arranged according to a training programme or other training typical of the sport, regardless of the age of the insured person. However, we do not consider non-competitive or senior series sports organised as part of a sports federation and sports club as competitive sports.

By training arranged according to a training programme we mean training carried out following either a written or verbal training plan (the coach does not have to be present).

Other training typical of the sport refers to training that

supplements the main sport when done as part of preparation to games or sports.

However, if it has been agreed upon and entered in the insurance policy, the insurance is also valid in competitive sports.

#### 2.4.2 Certain sports and activities

The insurance does not cover illness, accident or death sustained in the following types of sports or other similar high-risk activities:

- Combat, contact or self-defence sports
- Strength sports: powerlifting, weightlifting and body building
- Motor sports
- Aviation, such as hot air and gas ballooning, motorised flying, hang- and paragliding, microlight flying, parachuting, BASE jumping, indoor skydiving, flying with amateur-built aircraft and use of gliders and motor gliders
- Winter sports: sledding, freestyle skiing, speed and downhill skiing, or skiing on unprepared slopes or outside marked slopes
- Scuba diving and free diving
- Acrobatics
- Downhill skating
- Downhill biking
- American football
- Australian football
- Bungee jumping
- BMX cycling
- Free running
- Ice and rock climbing
- Glacier and mountain climbing
- Wildwater canoeing
- Abseiling
- Lacrosse
- Sail- and flyboarding
- Parkour
- Roller derby
- Rugby
- Kiteboarding and kite surfing
- Ocean yachting
- Mixed Martial Arts
- Parasailing
- Strength athletics
- Wrestling
- Research expeditions or treks to mountains, jungle, deserts or wilds, or other uninhabited areas.

However, if it has been agreed upon and entered in the insurance policy, the insurance is also valid in sports or high-risk activities specified in the insurance policy.

### 2.5 Travel illness

#### 2.5.1 Definition of travel illness

Travel illness is defined as an illness requiring medical treatment and which started, or its first symptoms appeared, during the journey and for which medical treatment was given during the journey or within 14 days of the end of the journey. The time limit of 14 days is not applied in the case of an infectious disease with a longer incubation period.

#### 2.5.2 Travel illness does not include

- Illness caused by abuse of medicine or use of alcohol or other intoxicant
- Mountain sickness
- Illness that started before the journey or the symptoms of

which appeared before the journey. An illness as described above is not considered a travel illness even if it suddenly gets worse during the journey or its status changes. Neither is it considered a travel illness when the worsening or change in the state of the illness was likely or expected on the basis of general medical experience. Even in cases of travel illness, any illness that began or showed its first symptoms before the journey is compensated as specified in clause 3.2

- Illness that started in connection with a medical examination or treatment, unless this was carried out for the treatment of a travel accident or illness compensated from the same insurance.
- Illnesses, pain or other symptoms of teeth, periodontium or masticatory system. Even in cases that are not considered travel illnesses or accidents, sudden dental pain, dental pain treatment and injury to tooth caused by chewing are nevertheless compensated as specified in clause 3.3.6 on medical treatment cover. A dental injury caused by a travel accident is handled according to the terms and conditions of medical treatment cover.
- Termination of pregnancy or infertility or related illnesses or complications
- Pregnancy or child birth or related illnesses or complications, unless it is a sudden change in the pregnancy that requires immediate care during the journey and if the change according to general medical experience was not likely or predictable.

### 2.6 Travel accident

#### 2.6.1 Definition of travel accident

A travel accident is a sudden, external occurrence which is beyond the control of the insured, which takes place during the journey and causes bodily injury.

The following, occurring during a journey, are also considered to be travel accidents: unintentional drowning, heatstroke, sunstroke, hypothermia, injury caused by considerable variation in atmospheric pressure, gas poisoning sustained by the insured, and poisoning caused by a substance taken inadvertently.

#### 2.6.2 Defect or injury unrelated to travel accident

The insurance does not cover illness, defect, injury, or degeneration of the musculoskeletal system, which are not related to a travel accident, even if they had been symptomless before the accident. If these factors not related to the travel accident have materially contributed to the emergence of the injury sustained during the journey or its delayed recovery, medical treatment benefit, daily allowance and handicap benefit are only paid insofar as the treatment expenses, disability or permanent handicap are deemed to have been caused by the travel accident.

#### 2.6.3 Excluded from coverage as travel accidents

The concept 'travel accident' does not include injury caused by

- an event arising from an illness, defect or injury of the insured
- an operation, treatment or other medical procedure, unless the procedure is undertaken from the same insurance cover in order to treat an injury or travel illness caused by a coverable travel accident
- poisoning due to medicine, alcohol or other intoxicant used by the insured or due to a substance taken as food
- biting on a tooth or dentures, even though an external factor has contributed to the damage. Dental injuries, however, are compensated in terms of medical treatment expenses caused by dental injury or sudden toothache, in accordance with clause 3.3.6
- infectious disease resulting from biting or sting
- psychic consequences of an accident. However, crisis therapy is compensated, in accordance with clause 10.3 on crisis therapy, if it has been separately agreed upon and the appropriate entry has been made in the insurance policy.

Injuries which are also not covered as travel accidents

- hernia of the intervertebral disk, abdominal or inguinal hernia, a rupture of an Achilles tendon, long head of biceps tendon or rotator cuff, or recurrent dislocation unless the injury was caused by an accident that would also cause injury to healthy tissues
- infectious diseases caused by a bite or sting
- the psychic consequences of an accident.

## 2.7 Next of kin and travelling companion

The insured person's next of kin are considered to be

- person with whom the insured person is married or in a registered partnership or common-law spouse living in the same address
- his/her children, spouse's children, children of registered partner or the children of common-law spouse living in the same address
- other children than the insured person's children living permanently in the same household
- grandchildren
- parents
- grandparents or the parents of spouse or registered partner
- siblings
- siblings of spouse or registered partner
- daughters- and sons-in-law
- any one person, but the insurance company must have been informed about this in advance in writing. The name of this person must have been given to the insurance company no later than one month after the insured person has been added to the insurance contract.

By the insured person's travelling companion we refer to up to two persons with whom the insured person has jointly reserved a journey and on which they are about to or already have departed. If there are more than three persons going on a journey together, none of them is considered a travelling companion under the insurance terms and conditions.

## 3 Medical treatment cover

The insurance compensates, as specified in these terms and conditions, for expenses caused by travel illnesses that began or travel accidents that occurred during the insurance's validity.

### 3.1 Maximum indemnity period

Medical treatment expenses caused by travel illness are compensated only for a maximum period entered in the insurance policy from the beginning of treatment or examination. Treatment expenses incurred due to a travel accident are covered for a maximum of three years after the accident.

### 3.2 Sudden deterioration of illness before a journey

Treatment expenses incurred due to a sudden worsening of an existing illness or a sudden change in the state of the illness during the journey are also covered insofar as such a change or worsening was not likely or expected on the basis of general medical experience. In these cases, only acute, emergency-type treatment given during the journey for a maximum of seven days from the onset of treatment is covered.

### 3.3 Medical expenses

#### 3.3.1 Conditions for compensation payment

Treatment expenses are covered provided that the examination or treatment of travel illness or injury caused by travel accident is prescribed by a physician. In addition, the examination or treatment procedures must be in accordance with generally

accepted medical practice and necessary for the treatment of the illness or accidental injury in question.

#### 3.3.2 Coverable treatment expenses

The following expenses caused by a travel illness or travel accident will be compensated:

- daily hospital charges
- fees for examination and treatment procedures carried out by physicians and health care professionals
- physiotherapy expenses for up to ten sessions per accident or illness
- costs for medicinal products and wound dressings sold in pharmacies
- reasonable travel expenses to a local physician or medical institution
- necessary costs of repairing or replacing spectacles or contact lenses, a hearing aid, dentures or a safety helmet in use and broken when the travel accident occurred, provided that the accident called for medical treatment
- costs of an orthopaedic brace if it was the first orthopaedic brace that was acquired after a coverable operation or accident. These expenses are only covered up to EUR 500 per operation or accident.
- necessary telephone charges incurred during the journey up to EUR 200
- necessary expenses for purchase of essential commodities related to the medical treatment up to EUR 200, provided that such commodities are not, according to local practice, included in the hospital treatment
- rental costs of forearm or underarm crutches.

If the insurance company has agreed so in advance, other expenses will also be accepted as travel illness or travel accident expenses provided an action taken by the insured person reduces the coverable damage or expenses.

#### 3.3.3 Expenses which are not covered

In other than acute cases of illness or accident, the insurance company must approve of the expenses if the daily hospital charges exceed EUR 1,000 or if hospitalisation exceeds three days. If advance approval has not been obtained, the amount of compensation may be reduced.

Expenses are not compensated if they are caused by

- examination or treatment provided by a physiotherapist, foot therapist, chiropractor, osteopath, naprapathy practitioner, masseur or other equivalent health care professional, with the exception of physiotherapy specified in clause 3.3.2
- examination and treatment related to addiction to narcotic substances, alcohol, medicinal substances, nicotine or other similar substances, or some other addiction
- purchase of spectacles or contact lenses, unless in situations referred to in clause 3.3.2
- refractive error operation or other treatment or aid relating to the correcting of refractive errors
- examinations or treatments related to breast reduction, enlargement or modification, skin peeling or dermabrasion or the lifting or rejuvenation of eyelids, areas around the eyes or other facial feature
- medicinal treatment of obesity, liposuction, gastric bypass or sleeve operation or other weight-loss surgery or other obesity examination and treatment
- treatment whose primary reason is to improve the person's quality of life; this includes medication that enhances sexual performance. This restriction is not applied, however, in case of medicinal products that have been compensated under the Health Insurance Act.

- purchase of nutritional products including clinical nutritional products
- purchase of micronutrient, mineral or vitamin preparations, unless they are considered medicinal products
- purchase of anthroposophic or homeopathic products
- spending time or staying at a place providing rehabilitation services or any actual services used
- medical equipment or other aids, orthotic insole or other insole or artificial limb (but the rental costs of forearm or underarm crutches are compensated)
- orthopaedic brace unless it was the first orthopaedic brace that was acquired after a coverable operation or accident. In cases like this, too, these expenses are only covered up to EUR 500 per operation or accident.

The insurance company may require that the person be taken at its expense to Finland or the person's home country or country of secondment for treatment either on medical grounds or if treatment locally would be considerably more expensive than in Finland or in the insured person's home country or country of secondment. If the insured person does not accept this, the insurance company will pay for treatment in other than in the country chosen by the insurance company no more than the amount that corresponds to the amount of taking the insured person to the country chosen by the insurance company for treatment in that country.

#### 3.3.4 Home help

As medical treatment expenses, we compensate expenses for getting home help following the insured person's travel illness or travel accident. Home help must have been prescribed by a doctor and the person providing the home help must be other than the insured person's next of kin. By next-of-kin, we refer to a person in the next-of-kin list (see clause 2.7). Home help compensation is paid for a maximum of 15 days, and a total maximum of EUR 2,000.

#### 3.3.5 Recovery compensation

By recovery we mean the insured person's recovery from a travel illness or travel accident. Recovery compensation is paid for measures taken to aid recovery. These include expenses from measures, events and purchase of items that aid recovery.

A lump-sum compensation of EUR 200 will be paid as recovery compensation if the sick leave given by a doctor as a result of a travel illness or travel accident exceeds 30 days.

#### 3.3.6 Treatment expenses incurred from dental injury and acute toothache

Coverable treatment expenses for dental injury caused by a travel accident consist of necessary expenses incurred from the treatment or examination of the injury, provided that this is carried out or prescribed by a dentist, plus reasonable local travel expenses.

Expenses incurred from treatment of injury caused by biting on a tooth or dentures, including reasonable local travel expenses, are covered up to a maximum total of EUR 300.

Expenses incurred from necessary treatment of sudden toothache, including reasonable local travel expenses, are covered up to a maximum total of EUR 300, provided that the toothache began and treatment was given during the journey.

#### 3.3.7 Repatriation of a deceased, and burial

If the insured dies during the journey, the insurance will cover reasonable expenses of repatriation to his/her home town/city in his/her home country or reasonable funeral expenses abroad. These expenses will be paid regardless of the cause of death.

## 4 Daily allowance cover

The insurance policy shows whether this cover with the sums insured has been taken out for the insured person.

The right to compensation arises if the insured becomes unable to work as a result of a travel accident which occurred during the validity of the cover.

If the travel accident causes full disability, we pay the daily allowance that was valid at the time of the accident, and in cases of partial disability, the amount of the daily allowance that corresponds to the loss of work ability.

Disability is total if the insured is wholly unable to carry out his/her normal activities at work, and partial if the insured is partially unable to carry out these activities.

Compensation is paid no sooner than from the date when a doctor has stated disability has begun. In policies that have a qualifying period, however, compensation payment does not begin until after the qualifying period. The qualifying period begins on the first day of the disability as stated by a physician.

Compensation is paid on the basis of a single travel accident only for up to 360 days.

Daily allowance cover expires at the end of the insurance period during which the insured reaches 70 years of age.

## 5 Travel interruption cover

The insurance policy shows whether this cover has been taken out for the insured person. Coverage also includes Evacuation and catastrophe cover referred to in clause 11.

### 5.1 Travel Interruption

Interruption of a journey is an alteration in a journey already begun, if the alteration is due to a compelling reason, such as

- an illness or an accident suffered by the insured during the journey. The compelling nature of such a reason is assessed on medical grounds.
- substantial loss of or damage to the insured person's property in Finland
- a violent crime committed or attempted against the insured
- sudden serious illness, accident or death suffered by the insured person's next of kin or travelling companion specified in clause 2.7
- serious illness, accident or death of a substitute worker at a farm when the insured person is a farmer.

### 5.2 Coverable expenses

Where a journey is interrupted, the insurance covers

- EUR 50 for each travel day lost by the insured person if the journey was interrupted because of his/her hospitalisation or premature return home. Indemnity for days lost on account of hospital treatment is only paid to the insured who is hospitalised. For any one period, indemnity is paid only for hospitalisation or for untimely return, not both. Compensation for lost travel days is paid for up to 45 days, but no more than the price of the journey paid in advance. Compensation will not be paid if the journey from the insured person's home country or country of secondment has taken more than 90 days at the time of the loss
- unused services, excursions and travel at the destination for which the insured has paid separately in advance, up to a maximum total of EUR 2,000
- necessary and reasonable extra travel and accommodation costs incurred by the insured person during the journey
- reasonable travel expenses accepted by the insurance company for a new outbound journey to the destination if the journey is made during the validity of the policy and it is necessary for work reasons or in order to continue studies at an educational institution. The return to the destination must take place no later than 60 days from the insurance event

- journey of a stand-in if the insured person is forced to interrupt his/her journey or work for a reason referred to in clause 5.1 and must be replaced with another person for business reasons. We compensate necessary and reasonable expenses for the stand-in (return ticket) and accommodation for up to 60 days. The compelling nature of interrupting the insured person's journey is assessed on medical grounds. The journey of only one stand-in is compensated per insurance event.

### 5.3 Repatriation and the journey of next of kin

If the insurance company has approved such in advance, also the following will be accepted as travel interruption costs

- costs for patient transportation to his/her home country or country of secondment and the reasonable travel and accommodation costs of a necessary escort.
- the travel and accommodation costs of one next of kin who is on the next-of-kin list (clause 2.7) concerning a journey to the insured person and back to the next of kin's home if, according to the doctor in charge, the insured person's condition is life-threatening and the person is not accompanied by a next of kin at the travel destination.

Compensation for the next of kin's journey to the insured person will, nevertheless, be paid for up to 30 days.

### 5.4 Calculation of travel days

Travel days are calculated as full 24-hour periods from the beginning of the journey. Lost travel days are calculated similarly from the beginning of hospital treatment or travel interruption until hospital treatment ends or up to the point when the journey was supposed to end. If the last full period calculated in this manner is exceeded by 12 hours, the remainder is also considered a full day.

### 5.5 Expenses which are not covered

No compensation is paid for travel interruption if the reason for the interruption is the insured person's fear of contracting a disease or other phobia.

Premature return from a journey by the insured person is compensated in terms of travel illness or travel accident only if treatment on medical grounds warrants a return to the person's home country or country of secondment.

An insured person who has received compensation on the basis of travel interruption cover will not receive compensation on the basis of travel cancellation cover.

## 6 Disability cover

This cover can be chosen in case of

- travel accident and/or
- travel illness

The insurance policy shows whether these covers with the sums insured have been taken out for the insured person.

### 6.1 Disability cover for travel accident

The right to compensation arises if the insured suffers permanent handicap caused by a travel accident which occurred during the validity of the cover and the permanent handicap has continued for three months.

Permanent handicap refers to a medically assessed general handicap which the insured has incurred through a travel accident and which, according to medical prognosis, is unlikely to be healed. In determining the handicap, only the nature of the injury is taken into account. Individual circumstances, such as profession or hobbies, have no bearing on defining the disability.

The degree of handicap caused by travel accident is determined in accordance with the handicap classification decree by the Ministry of Social Affairs and Health on the basis of the Occupational Accidents, Injuries and Diseases Act valid when the accident occurred. Disabilities and illnesses are divided into handicap classes 1–20, with 20 as the biggest handicap and 1 the smallest coverable handicap.

The benefit for full, permanent handicap as per class 20 is paid as a lump sum equal to the sum insured valid at the time the travel accident occurred. For partial, permanent handicap, the benefit is paid as a lump sum equal to as many twentieths of the sum insured as indicated by the handicap class.

The permanent disability caused by a travel accident is determined no later than three years after the travel accident. If the degree of handicap changes by at least two handicap classes before three years have elapsed since the payment of the benefit, the amount of benefit must be revised correspondingly. However, no benefit already paid will be recovered.

### 6.2 Disability cover for travel illness

The right to compensation arises if the insured suffers permanent handicap caused by a travel illness and the permanent handicap has continued for three months.

Permanent handicap refers to a medically assessed general handicap which the insured has incurred through a travel illness and which, according to medical prognosis, is unlikely to be healed. When determining the handicap, only the quality of the illness, injury or disability is considered. Individual circumstances, such as profession or hobbies, have no bearing on defining the disability.

The degree of handicap caused by travel illness is determined in accordance with the handicap classification decree by the Ministry of Social Affairs and Health on the basis of the Occupational Accidents, Injuries and Diseases Act valid when treatment for the illness began. Disabilities and illnesses are divided into handicap classes 1–20, with 20 as the biggest handicap and 1 the smallest coverable handicap.

The benefit for full, permanent handicap as per class 20 is paid as a lump-sum equal to the sum insured valid at the time the treatment of travel illness began. For partial, permanent handicap, the benefit is paid as a lump sum equal to as many twentieths of the sum insured as indicated by the handicap class.

The permanent disability caused by a travel illness is determined 12 months after treatment began. Additional compensation is not paid for deterioration of the handicap if this takes place later than 12 months after the lump-sum compensation was paid.

## 7 Death cover

This cover can be chosen in case of

- death caused by travel accident and/or
- death caused by travel illness.

The insurance policy shows whether these covers with the sums insured have been taken out for the insured person.

### 7.1 Death cover in case of travel accident

The right for compensation arises when the insured person dies as a result of a travel accident during the cover's validity. The compensation is the sum entered in the insurance policy valid at the time of the travel accident.

#### 7.1.1 Death benefit will not be paid

The death benefit will not be paid if the insured dies more than three years after the travel accident.

## 7.2 Death cover in case of travel illness

The right for compensation arises when the insured person dies because of a travel illness during the cover's validity. The compensation is the sum entered in the insurance policy at the time when the travel illness began.

### 7.2.1 Death benefit will not be paid

The death benefit will not be paid if the insured person dies over six months after treatment of the travel illness began.

## 8 Cancellation cover

The insurance policy shows whether this cover has been taken out for the insured person.

### 8.1 Definition of cancellation

The insurance compensates travel cancellation. Travel cancellation refers to a situation where the insured person is unable to depart from his/her home country or country of secondment for the following compelling reasons:

- the sudden illness, accident or death of the insured person. The compelling nature of such a reason is assessed on medical grounds.
- substantial loss of or damage to the insured person's property in Finland
- the sudden serious illness, accident or death suffered by the insured person's next of kin or travelling companion specified in clause 2.7
- serious illness, accident or death of a substitute worker at a farm when the insured person is a farmer.

### 8.2 Coverable expenses

If a journey is cancelled, we compensate the expenses paid in advance for which the insured person is responsible according to the terms and conditions of the tour operator or other service provider and which the tour operator or other service provider is not obliged to refund by law or under travel terms and conditions or other terms and conditions.

The tour operator or other service provider must be contacted to cancel a journey or other service as soon as it is clear that cancellation is necessary. If the journey is not cancelled, we only compensate from travel cancellation cover the part of the insured person's expenses which according to the law or the terms and conditions of the tour operator or other service provider would have been the insured person's responsibility if the journey had been cancelled.

As cancellation costs we also compensate cost that were caused by the insured person getting a carer for a child under 15 living in the same household owing to the child's sudden illness or accident in order that he/she will be able to leave for the journey him/herself.

Cancellation expenses of this kind will be compensated for up to EUR 3,000 but for no more than the price of the journey paid in advance.

### 8.3 Situations in which travel cancellation is not compensated

Cancellation of a journey is not covered when

- the insurance has been valid for the insured person for less than three days before the journey began
- the reason for the cancellation was known to the insured person before the policy entered into force
- the reason for the cancellation was known before the journey was reserved or paid for
- a sudden illness was caused by abuse of medicine or use of

alcohol or other intoxicant

- the reason for the cancellation was the insured person's fear of contracting an illness or other phobia
- a compensation will be paid of the insurance event on the basis of travel interruption cover included in this policy.

## 9 Cover for missed or delayed departure

The insurance policy shows whether this cover has been taken out for the insured person.

### 9.1 Compensation for missed departure

The insured is indemnified for missed departure if he/she fails to arrive at the departure point for a flight or a boat, train or bus journey or the departure point for a connection because

- a public conveyance on which the insured intended to travel or on which he/she was travelling to the above departure point is delayed due to weather, natural catastrophe, technical malfunction, criminal act or action by an authority, or
- the vehicle used by the insured is involved in a traffic accident or develops a technical malfunction.

If you miss your departure, we will compensate any necessary travel and accommodation costs incurred for making the journey. These expenses are, however, only covered up to a maximum of EUR 2,000.

The insured person who is unable to make the journey will be compensated for the price of the lost journey owing to missed departure. The insured person who is unable to continue the journey owing to missed departure will be compensated for the price of the missed part of the journey. This compensation, however, will not exceed EUR 2,000.

Compensation will not be paid in as much as the insured person receives compensation from the tour operator, transport operator, hotel or equivalent.

### 9.2 Compensation for delayed departure

Compensation is paid if the insured person is delayed by more than six hours at the departure or connection owing to unavailability of the intended public conveyance for reasons mentioned under clause 9.1. Expenses compensation up to a maximum of EUR 35 is paid for each 6-hour period or part thereof exceeding the qualifying period. Such compensation is paid up to a maximum of EUR 350 per insured person.

## 10 Cover for assault, kidnapping and crisis therapy

The insurance policy shows whether this cover with the sum insured has been taken out for the insured person.

### 10.1 Personal injury resulting from assault

If the insured person has been injured through assault or other deliberate act of violence, he/she will receive compensation for pain and suffering and loss of income to the extent that would be the compensation obligation of the guilty party under Finnish law.

The maximum amount of such compensation is EUR 42,500.

#### 10.1.1 Making a claim

If the tortfeasor is summoned before a court, the insured must claim damages from him/ her if the insurance company so requires. In such cases, the insurance company will pay the insured person's legal expenses.

#### 10.1.2 Payment of compensation

Indemnity is paid only where the tortfeasor is unknown or found unable to pay damages. Compensation concerning one case of assault, however, will only be paid under a single traveller's insurance policy.

The insurance does not cover

- if the person causing the loss is a person in the next-of-kin list in clause 2.7
- if the loss is related to the insured person's exercise of profession, duties of a post or other gainful employment.

## 10.2 Kidnapping

If the insured person is kidnapped during his/her journey, we pay compensation for mental and physical suffering for the period that the kidnapping lasted.

By kidnapping we mean a situation in which a person is taken away using violence or threat of violence. Another condition is that the kidnapper's intention is to threaten the kidnapped person's health or life if the kidnapper's demands are not met.

Compensation for mental and physical suffering is paid a total of EUR 100 per day, but only for a maximum of 90 days per kidnapping.

Compensation is not paid if the person causing the loss is a person in the next-of-kin list in clause 2.7.

## 10.3 Crisis therapy

Crisis therapy is compensated if the insured person suffers an acute mental crisis caused by a sudden and unforeseeable event such as

- robbery, threat or assault
- serious accident or illness
- other traumatic event such as fire, explosion, traffic accident, natural catastrophe, kidnapping or terrorist strike.

Crisis therapy may also be provided to an accompanying spouse or common-law spouse, registered partner or child if the insured person dies during the journey as a result of any of the above events. The need for crisis is assessed on medical grounds.

As crisis therapy, we compensate expenses for psychotherapy provided by a psychiatrist or psychotherapy prescribed by a doctor and provided by a psychologist. Therapy is compensated for a maximum of ten sessions within six months of the event leading to the need for therapy, up to a maximum total of EUR 2,000.

Compensation is not paid if the person causing the loss is a person in the next-of-kin list in clause 2.7.

## 11 Evacuation and catastrophe cover

This cover is included in Travel interruption cover referred to in clause 5.

This cover compensates evacuation and catastrophe expenses that were caused for reasons specified in the insurance terms and conditions. Evacuation and catastrophe cover compensates expenses incurred by the insured person for a maximum of EUR 10,000 per insurance event.

### 11.1 Evacuation cover

#### 11.1.1 Coverable insurance events

Evacuation cover compensates expenses caused by evacuation from an area that is declared dangerous during the insured person's trip. Coverable expenses are specified in clause 11.1.3.

Evacuation expenses are compensated when, once the trip has started, one of the following occurs at the destination:

- a sudden natural catastrophe,
- a major accident necessitating evacuation,
- a sudden epidemic constituting a public hazard or
- a sudden armed conflict or act of terror

that could not have been foreseen.

By natural catastrophe we refer to earthquakes, volcanic eruptions, landslides, avalanches, whirlwinds, large waves and floods or other major equivalent natural disasters.

By epidemic we mean a sudden and unforeseeable outbreak of infection that affects large groups of people or a large geographic area.

Expenses are compensated if the Finnish Ministry for Foreign Affairs, a Finnish embassy or equivalent authority has noted the event that led to the evacuation and recommends people to leave the travel destination or place of secondment. Another requirement is that the insured person follows the instructions provided by the Finnish Ministry for Foreign Affairs, a Finnish embassy or equivalent authority.

#### 11.1.2 Extending insurance coverage

If it has been separately agreed on and entered in the insurance policy, evacuation cover is also valid on journeys to areas which the Finnish Ministry for Foreign Affairs recommends to avoid or to get out of. In that case, evacuation expenses are compensated if the security situation in the area has, since the journey started or the insurance cover entered into force, deteriorated significantly owing to reasons stated in clause 11.1.1.

#### 11.1.3 Coverable evacuation expenses

Coverable evacuation expenses include the insured person's reasonable and necessary travel and accommodation expenses which

- are necessary in order for the insured to continue according to his/her original itinerary
- are caused by returning from the scene of events to the home country or country of secondment
- are caused by moving from the scene of events to another place in the vicinity that is safe.

By incident location we mean the place where a natural catastrophe, serious major accident, armed conflict, terrorist act or epidemic defined in these terms and conditions occurred.

By extra travel and accommodation costs we refer to costs caused to the insured in addition to those paid in advance.

The insured must personally arrange the travel and accommodation services for which he seeks compensation.

#### 11.1.4 Expenses which are not covered

We do not compensate the following as evacuation expenses

- travel and accommodation expenses accruing once the insured person has returned to his/her home country, country of secondment, to the route of the original itinerary or when the insured person has moved from the scene of events to another place in the vicinity that is safe
- loss of income or indirect expenses, such as meal costs.

## 11.2 Catastrophe cover

### 11.2.1 Coverable insurance events

Catastrophe cover compensates the insured person's extra travel and accommodation expenses and transport expenses to another place in the vicinity that is safe. Coverable expenses are specified in clause 11.2.2.

Extra travel and accommodation expenses and transport expenses are compensated if, once the journey has begun, any of the following take place at the travel destination or country of secondment:

- fire or explosion,
- storm, earthquake, volcanic eruption, avalanche, mudslide, whirlwind, tidal wave, flood or equivalent natural catastrophe,

as a result of which the insured person is forced to leave his/her

home in the place of secondment or to leave other accommodation reserved in advance.

### 11.2.2 Coverable catastrophe expenses

Coverable catastrophe expenses include the insured person's reasonable and necessary travel and accommodation expenses resulting from

- the insured person moving from a reserved place of accommodation to another or from the accommodation in his/her place of secondment into temporary accommodation, or
- the insured person continuing according to the original itinerary.

We also compensate transport expenses caused by having to transfer the insured person's moveable property to safety from the accommodation in the place of secondment.

By extra travel and accommodation costs we refer to costs caused to the insured in addition to those paid in advance. Extra travel and accommodation costs and transport costs are compensated up to the sum insured for 30 days as of the date of the insurance event.

The insured persons must personally arrange the travel, accommodation and transport services for which they seek compensation.

### 11.2.3 Catastrophe expenses which are not covered

We do not compensate the following as catastrophe expenses:

- loss of income or indirect expenses, such as meal costs
- expenses covered under travel interruption cover
- the part of the work performed by the insured person related to the transportation.

## 11.3 Filing a claim under evacuation and catastrophe cover

The claimant must submit to the insurance company a written itinerary and documentation on the event on the basis of which compensation is sought. This must be done by filling in the insurance company's loss report. If requested, you must also provide additional information which is necessary for settling the claim.

## 12 Health care cover

The insurance policy shows whether this cover with the sums insured has been taken out for the insured person. This cover is only valid on secondments.

Coverage is provided during the insurance period for

- health inspections and any further examinations prescribed by a doctor
- prenatal and child welfare clinic visits and other equivalent check-ups
- vaccinations
- eye examinations and purchase of spectacles or contact lenses once a year, as eyesight changes
- reasonable occupational therapy expenses prescribed by a doctor for children under 18 who have motoric disorder
- reasonable speech therapy expenses prescribed by a doctor for children under 18 for problems with their mother tongue.

### Coverage is not provided for

- inspections and medical procedures caused by travel illness or accident or chronic disease except for further examinations of chronic diseases
- examinations or treatment for cosmetic reasons
- medication, vitamins, micronutrient or mineral preparations
- examination or treatment of infertility
- contraception

- eye operations to improve eyesight
- travel expenses.

## 13 Dental care cover

The insurance policy shows whether this cover with the sums insured has been taken out for the insured person. This cover is only valid on secondments.

Coverage is provided for

- basic examinations
- reasonable care for maintaining dental health.

If it has been agreed upon with an appropriate entry made in the insurance policy, coverage extends to orthodontics to a reasonable extent for children under 18 when this is considered necessary for the teeth. However, such expenses are compensated for a maximum of EUR 20,000 per child during one secondment.

### Coverage is not provided for

- dental treatments for cosmetic reasons
- medication, vitamins, micronutrient or mineral preparations
- travel expenses.

## 14 Childbirth cover

The insurance policy shows whether this cover with the sums insured has been taken out for the insured person. This cover is only valid on secondments.

Provided that this cover has been valid for the insured person continuously for at least ten (10) months, we compensate

- reasonable expenses of childbirth at a hospital in the insured person's country of secondment or home country. We only compensate medically necessary childbirth expenses.
- travel expenses of the insured person (woman about to give birth) to her home country including local travel expenses. Travel expenses are compensated for up to tourist class price level.

### Coverage is not provided for

- telephone, private room or other expenses that are not medically necessary
- accommodation or housing expenses in the home country
- medication, vitamins, micronutrient or mineral preparations.

## 15 How to file a claim

### 15.1 Notification of journey and illness or accident

The claimant shall submit to the insurance company a written clarification of the journey, illnesses and accidents or death. This must be done by filling in the insurance company's loss report. If requested, you must also provide additional information which is necessary for settling the claim.

### 15.2 Receipts

The claimant must pay the medical treatment expenses him/herself before claiming for compensation from the insurance company. Original payment receipts must be submitted upon request to the insurance company.

If the reimbursement under the Health Insurance Act included in the treatment expense has not been deducted in connection with the payment of the expense, the claimant must also submit a claim for reimbursement of the treatment expenses under the Health Insurance Act before claiming for compensation from the insurance company. Claims under the Health Insurance Act must be submitted to the Social Insurance Institution within six months of paying the medical treatment expenses. The claimant must upon request provide the insurance company with the original

receipt for the reimbursement paid by the Social Insurance Institution, plus copies of original receipts submitted to the Social Insurance Institution.

Claimants must also pay for any other expenses and subsequently claim compensation they are entitled to by law from those responsible for them. If expenses have not been compensated by virtue of law, original receipts or equivalent documentation of them must be sent upon request to the insurance company.

### 15.3 Loss inquiry costs

Fees charged by doctors for medical statements are not compensated as loss inquiry costs. Claimants must acquire said documentation and information and submit them to the insurance company at their own expense.

### 15.4 Other applicable terms and conditions

The common provisions of all travel insurance policies and Corporate Travel Cover's traveller's Insurance are applied to this cover.

## LUGGAGE INSURANCE

### 1 Content of insurance

Luggage insurance provides cover for your luggage for property losses during the policy's validity.

### 2 Object of insurance

#### 2.1 Persons insured by a private or family-specific luggage insurance

The insurance policy will indicate whether the cover is for the insured person only or for the whole family. If the insurance has been taken out for a family, coverage extends to the insured person's family members who live permanently in the same household, that is, at the same address. A personal insurance only provides cover for the insured person.

#### 2.2 Insured property

Coverage extends to the luggage of the persons listed in the insurance policy. The chosen sums insured are also shown in the insurance policy.

By luggage we mean property taken along and acquired during a journey by the insured person, including tools used in gainful employment, computers and mobile phones. The luggage is insured for up to the sum insured that is entered in the insurance policy.

Payment instruments and securities are only considered luggage when carried by the person or kept in a locked safe deposit box. The insurance policy shows whether this additional cover with the sums insured is valid for the insured person.

#### 2.3 The following are not considered to be luggage

- motorised vehicles, caravans or trailers, watercraft or aircraft or parts and accessories to the above, except for the keys to a motorised vehicle
- windsurfing board including the sail
- merchandise, product samples, advertising material, photos and drawings
- files and software included in IT storage devices
- manuscripts, collections and their parts
- home contents, removal items and individual freight items
- animals and plants.

### 2.4 Deductible

The deductible mentioned in the policy is subtracted per any one insurance event.

## 3 Coverable insurance events

### 3.1 Sudden and unforeseeable conditions

The insurance indemnifies for any direct material damage caused during the policy's validity by some sudden and unforeseeable occurrence.

### 3.2 Compensation regardless of sum insured

Irrespective of the sum insured, the insurance covers

- reasonable expenses to recover lost luggage provided the luggage was left in the care of a hotel, carrier, transportation company, tour operator or equivalent
- reasonable expenses caused by trying to limit losses
- purchase costs of necessities when an item left for transportation is delayed by at least two hours either on the outbound journey or upon return. The compensation is a maximum of EUR 400.
- for clothes and accessories an additional maximum of EUR 700 if luggage left for transportation is delayed on the outbound journey and the insured person has agreed before the journey to have a presentation or participate in a meeting at the destination. The purchase must have been made before the presentation or meeting.
- necessary travel, accommodation and telephone expenses caused by theft of travel tickets, visa or passport up to a total of EUR 200.

## 4 Loss or damage falling outside the scope of cover

The insurance does not cover

- loss that has taken place by ordinary use of an item, inadequate cover, wear and tear, corrosion or similar slowly occurring phenomenon
- loss caused by ordinary weather conditions or natural phenomena
- loss caused by action taken by the authorities
- loss which is covered under some special legislation, guarantee or other insurance
- loss of or damage to bicycles, skis or other sports equipment occurring while the equipment is being used for its intended purpose, except where the loss or damage is caused by negligence of a third party
- loss arising from luggage disappearing or being left behind. The luggage is considered to have disappeared if the insured cannot name any specific sudden event which would have caused the luggage to be lost.

The insurance does, however, cover loss up to EUR 150 arising from luggage other than payment instruments or securities disappearing or being left behind, provided that the time, place and circumstances of the loss can be defined, that the loss was noticed during the trip at the place where it occurred and that an outsider was demonstrably and immediately informed of the loss. If luggage other than payment instruments or securities is left in the custody of the tour operator or corresponding party and is lost, the loss is covered to its full amount though not beyond the maximum of the sum insured, unless otherwise prescribed by the safety regulations.

## 5 Safety regulations

### 5.1 Significance of safety regulations

The insured must comply with the safety regulations given in the

insurance terms and conditions or other instructions provided in writing. If the insured fails to comply with the safety regulations, any compensation payable to him/her may be reduced or disallowed under section 6 of the General Terms of Contract.

## **5.2 Luggage in the home, in accommodation facilities and in related storage space**

### **5.2.1 Obligation to close the storage space**

The doors, windows, hatches and other entrances to storage spaces for luggage shall be closed in manner providing protection against theft and burglary. The closing must be effected in such a way that the storage space cannot be entered without damaging the structures or locks of the storage space.

When storing luggage in a motor vehicle, caravan or boat, the vehicle and trailer must be locked.

### **5.2.2 Valuables, valuable objects or equipment**

When luggage is kept in a hotel room, passenger cabin or similar accommodation space, any valuables or objects or equipment worth more than EUR 800 must be kept in a fixed and separately locked space.

In these safety regulations, valuables include jewellery, precious metal objects, furs, valuable collections and works of art.

### **5.2.3 Keys to storage spaces**

Keys to the home, accommodation facilities or storage places may not be left or hidden in the vicinity of these premises and places. The lock must be changed or re-keyed immediately if there is reason to believe that the key is held by an unauthorised person. Expenses incurred from the change or re-keying of the lock are not covered under the insurance.

## **5.3 Luggage outside the home, accommodation facilities and related storage space**

### **5.3.1 Obligation to supervise luggage**

Accompanying luggage must be continuously supervised. The insured must not leave his/her luggage unattended in public places such as bus and railway stations, marketplaces, restaurants, shops, lobbies of hotels or other accommodation establishments, beaches, sports fields, public conveyances or popular tourist sites.

### **5.3.2 Locked, fixed storage space**

Any accompanying luggage not supervised must be stored in a locked, fixed storage space which cannot be entered without damaging the structures or locks of the storage space.

### **5.3.3 Valuables, computers, optical instruments and electronic equipment**

Valuables, computers, optical instruments or electronic equipment must not be left in a light trailer, tent, ski-box, pannier or tank bag.

When storing valuables, computers, optical instruments and electronic equipment in a motor vehicle, camping trailer or boat, they shall be kept in a separate locked, fixed luggage space or compartment closed in such a way that the storage space cannot be entered without damaging the structures or locks of the storage space.

In public conveyances, valuables, computers, optical instruments and electronic equipment shall be carried as hand luggage.

## **5.4 Further regulations concerning cash, other payment instruments and securities**

Cash, other payment instruments and securities must not be left in a hotel room, cabin or equivalent accommodation, in a motor vehicle, caravan, boat, light trailer, tent, ski-box, pannier or tank bag and they must be carried as hand luggage in public conveyances.

Bank, credit or similar payment cards must not be kept in the same place as their respective codes or be used in such a way that an unauthorised person may discover the code.

## **5.5 Further regulations concerning sports and leisure equipment**

Bicycles must be protected against theft by a safety lock.

If skis, snowboards or other sports equipment covered by luggage insurance have to be left unsupervised out of doors or in public areas, they must be locked to a stand intended for this purpose, or to other suitable fixture.

## **5.6 Observing the instructions for use**

The instructions for use issued by the manufacturer, seller or importer of the product must be observed.

## **5.7 Fragile objects**

Fragile pieces of luggage including computers, optical instruments and electronic equipment shall be carried as hand luggage in public conveyances. The instructions issued by the carrier concerning the transport of luggage must be observed.

## **5.8 Corrosive and staining substances**

Corrosive and staining substances and bottles and packages containing liquids must be packed safely and separately from other accompanying property.

## **5.9 Observing the instructions**

Instructions issued by local authorities, tour operators or equivalent must be observed.

## **5.10 Notification to the carrier**

If luggage has been damaged or lost in transit or during storage, the damage or loss must be duly reported to and a claim filed with a representative of the carrier or transport company.

# **6 Indemnification regulations**

## **6.1 Filing a claim and how to report an insurance event**

The claimant must immediately notify the insurance company of an insurance event. This can be done by filling in the insurance company's loss report.

The claimant must provide the insurance company with documents and information necessary for the assessment of the insurance company's liability. These include documents and information which confirm the occurrence of loss, the extent of the loss, and the recipient of compensation. A police investigation report or the report of an offence, for example, may be required. All crimes must be reported to the local police without delay.

### **6.1.1 Documents and the cost of obtaining them**

#### **6.1.1.1 Police investigation report**

The police investigation report must be supplied to the insurance company upon request. The insurance company will refund the costs of the police investigation report and any other official documents it has requested for the claims handling.

#### **6.1.1.2 Bicycle theft**

When filing a claim for bicycle theft, the notification must be accompanied by a copy of the crime report issued by the police, both keys to the bicycle lock, and the guarantee card of the bicycle stating the number of the bicycle frame and lock.

#### **6.1.1.3 Repair cost estimate**

The insurance company will indemnify for the costs arising from any repair cost estimate it may require.

### 6.1.2 Examination of loss or damage and safekeeping of the damaged object

The insurance company must be given the opportunity to assess the loss or damage. Any assessment of loss or damage by the insurance company does not imply that the insurance will indemnify for the loss or damage.

A damaged object must not be disposed of without special reason.

## 6.2 Maximum indemnity

The upper limit of the insurance company's liability to indemnify is the replacement value or current value of the luggage (section 6.5.1). The maximum indemnity payable is the sum insured as recorded in the insurance policy, irrespective of the total value of luggage.

## 6.3 Indemnification alternatives

### 6.3.1 Having a piece of luggage repaired

Primarily, damaged luggage is indemnified by having the damaged item repaired or, with respect to mobile devices, by providing an equivalent replacement. However, if the repair or replacement costs exceed the value of the item determined in accordance with these indemnification regulations, the indemnity will not exceed the value of the item.

The expenses for restoring the damaged object to the condition preceding the loss are indemnified as repair costs.

Expenses for renovation or other improvements made in connection with the repair are not indemnified.

### 6.3.2 Acquiring equivalent piece of luggage

The insurance company is entitled to acquire an equivalent piece of luggage or have the luggage repaired instead of paying the indemnity in cash. If, however, the indemnity is paid in cash, the maximum amount of indemnity is determined on the basis of the amount which the insurance company would have paid the seller for the object or the repairer for the repair costs. When assessing the amount of indemnity, we take into account all cash, wholesale, special and other discounts to which the insurance company would have been entitled if it had acquired similar property or had the property repaired.

### 6.3.3 Redeeming of damaged luggage

The insurance company is entitled to redeem the damaged luggage or part of it with an object or at a value which is part of the value of the damaged luggage before the loss.

The right of ownership to the damaged luggage is transferred to the insurance company if it pays the full indemnity in accordance with these terms and conditions.

### 6.3.4 Recovery of indemnified luggage

If part of the lost property is recovered after payment of the indemnity, the insured person must immediately surrender that part to the insurance company or return the indemnity given in respect of it.

## 6.4 Costs arising from limiting the loss and indemnified in addition to material damage

In addition to direct material damage and regardless of the amount of the sum insured, the insurance indemnifies for reasonable costs incurred by the insured in taking action to limit or prevent loss that has occurred or is imminent and that is coverable under the insurance.

## 6.5 Indemnity for loss or damage

### 6.5.1 Replacement, current and residual value

The replacement value of luggage refers to the sum required for acquiring a new similar or equivalent object. The current value refers to the object's current value before the loss or damage.

Should the object still have some value after the loss, this is taken into account as a deduction in calculating the indemnity, if the object or part of it remains with the insured. This residual value is determined using the same criteria as for the pre-loss value.

### 6.5.2 Time limit of two years

Indemnity based on the replacement value requires that, within two years of the insurance event, the damaged luggage be either repaired or replaced by a new object of the same type and intended for the same purpose.

### 6.5.3 Payment of indemnity

Indemnity based on the replacement value may be paid in two instalments. Indemnity based on the current value is paid first. An additional indemnity, which is the difference between the indemnities based on the replacement value and the current value, is paid when the insurance company has received a report on the acquisition of a new object.

## 6.6 Amount of indemnity

If the age of the object is less than a year and the object is in good condition, the amount of indemnity is determined in accordance with the replacement value. Otherwise the indemnity shall be determined in accordance with the value of the object at the time of the loss or damage, in which case the value is determined by age, use and other equivalent factors.

The age reduction percentage for luggage depends on the quality of goods in the luggage. The reduction based on these percentages is calculated on the item's replacement value for each full year of the item, as follows:

Object	Age reduction per year, %
Suitcases	10
Digital cameras	20
Other electronic appliances and optical instruments	10
Bicycles, engine-driven tools and machinery and outboard motors	10
IT equipment, such as computers, mobile and smartphones and their peripherals	25
Spectacles, clothes, accessories, footwear, sports equipment and sports gear	25

The reduction is computed by multiplying the percentage figure by the number of full calendar years following the year the equipment was first used. However, with respect to mobile and smartphones, the reduction is computed by calculating the percentage figure by the number of each commenced year following the year the equipment was first used. In addition to the reductions, the deductible specified in the insurance contract will also be subtracted.

The age reduction is not applied to the costs stated in the repair bill or written repair estimate for the object. The indemnity shall, however, not exceed the value of the property as specified in this section including the age reductions.

## 6.7 Depreciation and sentimental value

Depreciation is not indemnified. Depreciation means that the current value of the damaged property has declined, even though the property has been restored after the loss to the condition preceding the loss. Differences in the shade of colour are not taken into account when the amount of indemnity is assessed, nor are sentimental or other such values.

## 6.8 Value added tax

Legal provisions on value added tax or equivalent foreign tax will be taken into account in calculations of the amount of loss.

If the recipient of the indemnity is entitled, under the Value Added Tax Act or equivalent foreign Act, to deduct in his/her own value added taxation the value added tax included in purchase invoices for goods or services arising from the loss or to have the tax refunded, the tax is deducted from the indemnity.

If the deduction or refund right concerning the value added tax applies to the acquisition invoice of the object or the relevant part of it, the value added tax corresponding to the amount of loss is deducted from the indemnity. In replacement value indemnities, the value added tax included in the acquisition price of a similar new object or the relevant part of it is deducted.

## TRAVEL LIABILITY INSURANCE

### 1 Content of insurance

Travel liability insurance provides cover in cases where the insured is legally liable to pay compensation for damage which the insured has not caused wilfully or through gross negligence.

### 2 Coverable insurance events

#### 2.1 Liability to pay damages

The insurance covers any bodily injury or material damage that the insured, as a private individual, causes to a third party in the course of a journey and for which the insured is liable under existing law, provided that the liability derives from an act or negligence that has taken place during the insurance period.

##### 2.1.1 Loss or damage caused by a child

Loss or damage caused by an insured child is covered even when the child is not liable to pay damages because of his/her age. As an exception to section 7 of the General Terms of Contract, the insurance also covers loss or damage deliberately caused by a child under 12 years of age.

##### Restriction

The insurance does not cover loss or damage caused by a child if another person is liable for the loss or damage.

##### 2.1.2 Loss or damage caused by a dog

Regardless of any fault of the insured, the insurance covers bodily injury resulting from the bite of a dog kept as a pet in the insured person's family, and any loss or damage caused by the family's dog in a direct collision with a motor vehicle.

##### Restriction

This extension does not apply to

- loss or damage for which another party is liable
- traffic or other accident caused by avoiding a dog.

### 2.2 Structures and equipment of a dwelling

As an exception to section 3.2, the insurance covers damage which has been caused suddenly to the structures or equipment of a hotel suite or a rented or owner-occupied dwelling used for the accommodation of the insured and his/her family and for which the insured is liable under section 3.1.

##### Restriction

The insurance does not cover damage caused to surface coverings, nor damage arising from poor maintenance or wear and tear of the dwelling. Surface coverings in this respect include woodstrip and vinyl floor coverings, wall-to-wall carpeting, wall coverings and painted surfaces of the dwelling.

### 2.3 Rental bicycles, mopeds etc.

Contrary to section 3.2 of the terms and conditions for travel liability insurance, the insurance covers the insured person's liability to pay damages in the event of any sudden damage he/she has caused to a rental bicycle, moped, scooter, snowmobile, self-balancing scooter, jet ski or corresponding watercraft. On the same conditions, the insurance also covers damage caused to skis, ski poles or snowboards rented for a maximum of 14 days abroad.

##### Restriction

In the cases referred to above, loss is covered up to a maximum of EUR 350.

## 3 Loss or damage falling outside the scope of cover

### The insurance does not cover

#### 3.1 loss or damage caused

- to the insured or to a person permanently residing in the same household with the insured person
- to an employee of the insured or the equivalent, in so far as the person concerned is entitled to indemnity under statutory occupational accidents, injuries and diseases insurance or motor third party liability insurance.

**3.2** loss of or damage to property which, when the act or negligence causing the loss or damage took place, is or was in the possession of, at the personal disposal of, borrowed by, stored with or otherwise handled by or in the care of the insured or a person residing permanently in the same household as the insured

**3.3** loss or damage for which the insured is liable only by virtue of an agreement, engagement, promise or guarantee

**3.4** loss or damage for which the insured is liable in the capacity of owner or possessor of the real estate

**3.5** loss or damage which, in connection with building or renovation, is sustained by pipes or cables, if the insured has not acquired and followed cable or pipe charts for the construction site

**3.6** loss or damage caused by a traffic accident as defined in the Motor Liability Insurance Act, irrespective of where the accident occurred

#### 3.7 loss or damage caused

- by use of a vessel or boat subject to registration or a sailing boat over 6 metres long
- by use of an aircraft when the insured is liable to pay damages in the capacity of owner, possessor or user of the aircraft

**3.8** loss or damage caused gradually by vibration, smoke, soot, gas, moisture, water or sewage

**3.9** loss or damage caused by gradual pollution of a body of water, groundwater or soil

**3.10** loss or damage caused by a change in the groundwater table

**3.11** loss or damage caused by quarrying or blasting performed with outside labour or for another or by consequent subsidence or land movement

**3.12** loss or damage caused by the insured in the course of professional, business or wage-earning activity or for which the insured is liable in the capacity of an employee

**3.13** loss or damage caused in connection with an assault or brawl

**3.14** a fine or any similar consequence

**3.15** loss or damage caused by a strike or other similar cause.

## 4 Special measures to be taken on occurrence of an insurance event

### 4.1 Determining liability to pay damages

In any matter covered by this insurance, the insurance company will determine whether the insured is liable to pay damages, will negotiate with the claimant and will pay the indemnity required by the loss.

### 4.2 Assessing the amount of loss, and any amicable settlement

The insured must provide the insurance company with an opportunity to assess the amount of loss or damage and to reach an amicable settlement.

#### Restriction

If the insured person makes good the loss, agrees thereon or accepts the claim, this will not be binding on the insurance company unless the amount of and grounds for the damages are manifestly correct.

### 4.3 Legal proceedings and ensuing costs

If damages coverable under this insurance are demanded from the insured in legal proceedings, the insured must immediately notify the insurance company of the proceedings. The insurance company will handle the legal proceedings at its own cost on behalf of the insured insofar as they concern the said damages.

#### Restriction

The costs of legal proceedings are indemnified up to a maximum of EUR 8,500.

### 4.4 Extra costs for rejected amicable settlement

If the insurance company has notified the insured of its readiness to settle with the injured party within the limits of the sum insured, and the insured does not consent thereto, the insurance company is not obliged to indemnify for any extra costs incurred thereafter or to carry out any further investigations into the matter.

## 5 Indemnification regulations

### 5.1 Sum insured

The sum insured recorded in the contract is the maximum amount of indemnity in each insurance event.

### 5.2 Single insurance event

Multiple loss or damage caused by the one and same event or circumstance is considered a single insurance event.

### 5.3 Deductible

In all insurance events, the insured is responsible for a certain amount of the loss, i.e. the deductible, which is specified in the insurance policy.

### 5.4 Deduction of value added tax from the indemnity

Legal provisions on value added tax or equivalent foreign tax will be taken into account in calculations of the amount of loss. If the recipient of the indemnity is entitled, under the Value Added Tax Act or equivalent foreign Act, to deduct in his/her own value added taxation the value added tax included in purchase invoices for goods or services arising from the loss or to have the tax refunded, the tax is deducted from the indemnity.

If a deduction or refund right applies to the acquisition invoice of the property or the relevant part of it, the value added tax corresponding to the amount of loss is deducted from the

indemnity. If the indemnity is to be considered income which replaces business income subject to value added tax, the indemnity is exempt from tax.

## 6 Joint and several liability

Where several parties are jointly liable to make good a case of loss or damage, the insurance will indemnify for that part of the loss or damage which corresponds to the culpability attributable to the insured and to any advantage he/she may have gained through the insurance event.

## LEGAL EXPENSES TRAVEL INSURANCE

### 1 Content of insurance

The purpose of the insurance is to indemnify for any necessary and reasonable legal expenses incurred by the insured as a result of resorting to legal counsel in a disputed civil case, criminal case or non-contentious civil case concerning an insurance event as referred to under section 3.1.

The insurance applies to the insured persons in their capacity of traveller in matters related to their private life.

### 2 Courts of law

The insured may use the insurance in insurance events which in Finland can immediately be brought before a district court or brought before a corresponding foreign court.

The insurance does not indemnify for expenses in cases which can only be handled by the administrative authorities or in special courts. The policy may only be applied to the appellate levels if permission for pursuing the case further has been granted.

### 3 Coverable insurance events

#### 3.1 Definition of insurance event

The insurance indemnifies for insurance events occurring during the validity of the insurance. The insurance event occurs during the validity of the insurance if the claim is based on an event, circumstance, juristic act or infringement arising during the validity of the insurance.

Dispute in a matter:

The claim made in the case has to be disputed. A 'dispute' refers to a claim specified as to its grounds and amount and which has been demonstrably and specifically disputed as to its grounds or amount.

Criminal cases:

- complaint filed in court

#### 3.2 Single insurance event

It is considered a single insurance event when the insured party has several civil or criminal cases pending which are based on the same event, circumstance, legal act or legal offence, or which are based on the same or similar claim with different grounds.

#### 3.3 Nature of the case

The insurance covers expenses incurred by the insured in a case concerning

- 1) personal injury to an insured person during a journey
- 2) the insured person's property covered under luggage insurance
- 3) accommodation, transport and other ordinary traveller's services used by the insured on the journey
- 4) charges prosecuted against the insured unless the prosecuted act is claimed to have been wilful or an act of gross negligence,

or

- 5) a claim presented to the insured provided that it is not based on a wilful act of gross negligence.

## 4 Indemnification regulations

### 4.1 Maximum compensation and deductible

The maximum compensation recorded in the policy document is the upper limit of the company's liability in each insurance event. In case the monetary value of a disputed benefit is assessable, the insurance covers, in a civil case and when the insured is a litigant in a criminal case, a maximum of a threefold amount of the disputed benefit. No claims for interest, legal expenses or litigation costs or expenses arising from being party to the matter are taken into account when assessing the amount of compensation. If a dispute concerns a periodical payment, a maximum of a tenfold amount of the disputed periodical payment is taken into account when assessing the amount of benefit.

The deductible recorded in the policy document is subtracted from the coverable expenses.

### 4.2 Requiring the opposing party to reimburse legal expenses

The insured must, during court proceedings or settlement negotiations, require the opposing party to reimburse the insured person's legal expenses in full. Failing to do so, or giving up the demands partly or in full, compensation paid under the insurance may be reduced or withheld entirely.

### 4.3 Prohibition of admission of legal expenses

The insured party has no right to approve, in a manner that would be binding on the company, the amount of expenses incurred due to handling the case.

### 4.4 Coverable expenses

The policy compensates necessary and reasonable expenses to the insured person for the use of legal counsel and presentation of evidence.

The insured person must be represented by a solicitor, public legal aid counsel or other such lawyer who has the right to act as a representative or legal aid counsel.

If bringing the case before a court requires a juristic act or a decision taken by a given body or in connection with any specific proceedings, the expenses are indemnified as of the date when the said requirement was fulfilled.

#### Exclusions:

The insurance does not cover

- expenses incurred from measures taken before an insurance event or from the preliminary investigation of a case or from the investigation or handling of such a disputed case as a result of which the insured justifiably waives his/her claims against the adverse party
- the costs of acquiring expert legal opinion
- costs incurred from reporting a criminal offence or making a request for investigation, or from pretrial investigation of a criminal case
- the insured person's wasted time, own work, loss of income or earnings, travel or accommodation costs, or any extra costs caused by changing legal counsel
- expenses arising from the enforcement of a ruling or decision
- any legal expenses of the opposing party which the insured has been ordered, or has agreed, to pay.

## 4.5 Common interest

If the case involves an interest essentially other than that of the insured or the insured has an interest to safeguard in the insurance event in common with persons not covered by this insurance, the insurance indemnifies only for those costs which are attributable to the insured.

## 4.6 The amount and calculation of indemnity

The expenses indemnified under the insurance are determined in accordance with the relevant provisions of the Code of Judicial Procedure and the Act on Criminal Proceedings, taking into account the expenses ordered to be paid and actually paid for similar cases. However, the coverable expenses come to a maximum of the amount which the court orders the insured person's adverse party to pay, unless the court has specifically concluded, on the basis of the grounds appearing from its decision, that the insured must personally bear his/her expenses, in part or in full, to his detriment. However, coverable expenses come to a maximum of the amount of the expenses claimed by the insured person's adverse party.

In determining the coverable expenses for a case handled abroad, the legislation and expenses compensation practice as well as the bases for legal counsel's commissions in that particular country will be taken into consideration in addition to the above.

## 5 Other regulations concerning indemnity

### 5.1 Point of time for indemnification

The insurance company indemnifies for the insured person's legal expenses after a legal ruling has been issued or a settlement has been reached.

Final compensation is paid after the insured has, in response to the insurance company's demand, proved that he/she has paid the deductible on the costs.

### 5.2 Refund of legal expenses and transfer of claim

If the counterparty has been sentenced or is committed to paying the insured person's legal expenses, the insured person must refund any compensation for expenses or transfer his/her right to such expenses before payment of the compensation to the insurance company up to the amount the latter has paid.

## GENERAL TERMS OF CONTRACT

The General Terms of Contract contain the relevant provisions of the Insurance Contracts Act (543/94). The symbol § in brackets refers to the relevant sections of the Insurance Contracts Act in which the matters in question are dealt with. The insurance contract is also subject to certain provisions of the Insurance Contracts Act not appearing from these General Terms of Contract.

## 1 Key concepts (§§2, 6, 16, 17 and 31)

**Insurance of the person**, or personal insurance, is insurance by which a natural person is covered, such as traveller's insurance.

**Non-life insurance** is a policy taken out to cover a loss incurred due to material damage, an obligation to pay damages, or other financial loss. This insurance includes luggage, travel liability and legal expenses travel insurance.

The essential content of an **insurance contract** is defined in the insurance policy and the insurance terms and conditions.

**The policyholder** is the party who has concluded an insurance contract with the insurer.

In these terms and conditions, **the insurers** are referred to as the insurance company. The insurer under the contract is stated in the insurance policy. For travel insurance (traveller's, luggage,

travel liability and legal expenses travel insurance), the insurer is Eurooppalainen Insurance Company Ltd.

**The insured person** is the party who is the object of insurance of the person or for whose benefit non-life insurance is valid.

**Insurance period** is the agreed period recorded in the insurance policy during which the insurance is valid. The insurance contract continues for one agreed insurance period at a time, unless either contracting party gives notice of termination.

**Premium period** is the period for which a premium is paid at regular intervals as agreed.

**Insurance event** is an event for which compensation is paid under the insurance.

**Group insurance** (§2) is insurance under which those insured are members of a group as defined in the insurance contract and the premium is paid in full by its policyholder.

**Safety regulation** is the obligation to observe given regulations recorded in the insurance policy or insurance terms and conditions, or otherwise in written form, aimed at preventing or restricting the occurrence of a loss.

## 2 Disclosure of information prior to concluding an insurance contract

### 2.1 Obligation of the policyholder and insured to disclose information (§§22, 23 and 24)

Prior to the insurance being granted, the policyholder and the insured must provide full and correct answers to all questions presented by the insurance company which may affect the assessment of the insurance company's liability. During the validity of the insurance period, the policyholder and the insured must also correct without undue delay any information provided to the insurance company by him/her which he/she has found to be incorrect or insufficient.

If the policyholder or the insured person has acted fraudulently with regard to the above-mentioned obligation, the insurance contract is not binding on the insurance company. The insurance company has the right to withhold all premiums paid, even if the insurance is annulled.

### 2.2 Failure to disclose information

#### 2.2.1 Insurance of the person (§§24 and 34)

If the policyholder or the insured has wilfully or through negligence which cannot be deemed minor failed in his/her obligation to disclose information in insurance of the person, and the insurance company would have refused to grant the insurance altogether had the full and correct information been provided, the insurance company is free from liability. If the insurance company had granted the insurance only against a higher premium or otherwise on terms other than those agreed, the insurance company's liability is restricted to what corresponds to the agreed premium or the terms on which the insurance would have been granted.

If the above-mentioned consequences of failure to disclose information would lead to a result that is clearly unreasonable from the point of view of the policyholder or another party entitled to compensation, they may be adjusted.

#### 2.2.2 Non-life insurance (§§23 and 34)

If the policyholder or the insured person has wilfully or through negligence which cannot be deemed minor failed in his/her obligation to disclose information under non-life insurance, compensation payable under the insurance can be reduced or disallowed. The effect of the erroneous or deficient information given by the policyholder or the insured on bringing about the loss or damage will be taken into account when reduction or

disallowance is being considered. In addition, the policyholder's and the insured person's intent or the type of negligence and other circumstances will be taken into account.

If, due to incorrect or insufficient information provided by the policyholder or the insured person, the agreed premium is smaller than it would have been had the insurance company been given the correct and full information, the insurance company, when reducing the amount of compensation, takes account of the ratio of the agreed premium to the premium that would have been charged had the information provided been correct and full. If, however, the information provided differs only slightly from the correct and full information, the insurance company is not entitled to reduce the compensation.

## 3 Commencement of the insurance company's liability and validity of the insurance contract

### 3.1 Beginning of the insurance company's liability (§11)

If the insurance company has not agreed on any other date individually with the policyholder, the insurance company's liability will commence from the time when the insurance company or the policyholder has submitted or sent an affirmative reply to the offer/bid of the other contracting party.

Payment of the premium for the insurance period is a precondition for commencement of the insurance company's liability

- when the insurance company has set the payment of the premium for the first insurance period as a precondition before continuous travel insurance can enter into force, or
- if there are special reasons, for instance, because of the policyholder's earlier default of payment.

The insurance bill contains a mention to this effect.

If the policyholder has submitted or sent a written insurance application to the insurance company and if it is apparent that the insurance company would have approved the application, the insurance company will also assume liability for an insurance event occurring after the application was submitted or sent.

An insurance application or an affirmative reply which the policyholder has submitted or sent to the insurance company's representative is considered to have been submitted or sent to the insurance company.

If there is no indication of the time of day when the reply or application was submitted or sent, it is considered to have taken place at 12.00 midnight.

### 3.2 Grounds for granting insurance (§10)

The insurance premium and other terms of contract are determined according to the policy anniversary.

### 3.3 Validity of insurance contract

#### 3.3.1 Insurance of the person (§17)

After the first premium period, the insurance contract is valid for one agreed premium period at a time, unless the policyholder or the insurance company terminates the contract.

The insurance contract can also be terminated on other grounds, as specified below under sections 4.2 and 15.

#### 3.3.2 Non-life insurance (§16)

After the first insurance period, the insurance contract is valid for one agreed insurance period at a time, unless the policyholder or the insurance company terminates the contract.

The insurance contract can also be terminated on other grounds, as specified below under sections 4.2 and 15.

### **3.3.3 Fixed-period insurance**

A fixed-period insurance contract is valid for the agreed insurance period. The insurance can, however, be terminated during the insurance period on grounds specified below in sections 4.2, 15.1 and 15.2.

In fixed-period travel insurance, if the journey back to the insured person's country of residence is delayed for reasons beyond his/her control, the validity period of the insurance will be extended by 48 hours.

## **4 Insurance premium**

### **4.1 Premium payment (§38)**

The insurance premium must be paid within one month of the date on which the bill for the premium was sent by the insurance company to the policyholder. However, the initial premium need not be paid before the commencement of the insurance company's liability, nor the subsequent premiums before the beginning of the agreed premium period or insurance period, except in circumstances described in section 3.1, in which payment of the premium is a precondition for the beginning of the insurance company's liability. If part of the insurance company's liability commences at a later date, the related premium need not be paid before the said liability commences.

The premiums of the individual insurance policies included in the same insurance contract are combined into a single premium to be invoiced in one or several instalments as agreed. If a premium arising from a change in the insurance contract is not combined with the earlier agreed instalments, this premium will be invoiced separately. The insurance premium paid for the insurance contract is divided amongst all cover types included in the contract in proportion to the relationship between the payment and the invoice, so that all continuous insurance types are valid until the same date.

If a payment by the policyholder is not sufficient to cover all the insurance company's insurance premium receivables, the policyholder has the right to decide which of the outstanding premiums the money is to be used for. However, the payment is used for the insurance contract to which the bill refers and to pay for the oldest outstanding amount under this contract, unless the policyholder has specified otherwise in writing.

### **4.2 Delayed premium (§39)**

If the policyholder has neglected to pay the premium in part or in full by the due date as referred to under section 4.1, the insurance company has the right to terminate the entire insurance contract 14 days after sending a notice of termination.

However, if the policyholder pays the outstanding premium in full before the end of the notice period, the insurance contract will not be terminated at the end of the notice period. The insurance company will state this option in its notice of termination.

If the delay of payment is caused by the policyholder's financial difficulties resulting from illness, unemployment or other special reason primarily beyond the policyholder's control, then despite the notice given, the insurance will not expire until 14 days after the obstacle in question has ceased to exist. The contract will, however, expire three months from the end of the notice period, at the latest. The notice of termination will state this option concerning continuation of the insurance for a fixed period. The policyholder must notify the insurance company in writing of the financial difficulties referred hereto during the notice period at the latest.

If the premium is not paid by the due date referred to under section 4.1 above, penalty interest must be paid for the period of delay in accordance with the Interest Act.

The insurance company is entitled to compensation for costs incurred due to collection of insurance premiums under the Act on the Collection of Debts. If the insurance company has to collect an unpaid insurance premium through legal action, it is also entitled to being recompensed for the statutory fees and charges incurred due to legal proceedings.

The insurance company may transfer outstanding amounts for collection by a third party.

### **4.3 Returning premium at the termination of a contract (§45)**

If the insurance terminates before the date agreed, the insurance company is only entitled to the premium for the period during which it was liable. The rest of the premium paid is returned to the policyholder.

When determining the amount of returnable premium, the validity is calculated in days according to the insurance period to which the premium pertains.

However, the premium will not be returned to the policyholder in the case mentioned below or if the policyholder or the insured person has acted fraudulently in the circumstances referred to in clause 2.1 above. However, the premium will not be returned separately if the returnable sum is smaller than the amount stated in the Insurance Contracts Act.

The insurance company charges a non-returnable minimum premium for the insurance as stated in the insurance policy.

### **4.4 Setoff against premiums to be returned**

The insurance company may deduct any outstanding premiums overdue and other overdue receivables from the premium to be returned.

## **5 Disclosure of group insurance policy information during validity of contract and at its termination**

### **5.1 Insurance company's obligation to disclose information (§76)**

If the terms and conditions of a group insurance contract include a provision to the effect that the insurer keeps a list of persons who are covered by the insurance, the insurer will, as soon as the contract takes effect and at reasonable intervals thereafter, dispatch the persons insured details of the scope of cover, major exclusions, obligations of the insured under the contract and how the validity of cover is dependent on the fact that the insured is a member of the group mentioned in the contract.

If the insurance company does not keep a list of insured persons, the above-mentioned information will be given to the insured in a manner specified in detail in the group insurance contract, taking the circumstances into account.

If the insurer or its representative has failed to provide the insured with necessary information or has provided the insured with erroneous or misleading information, the insurance will be considered valid in the form that he/she has had reason to understand it in the light of the information he/she was given. This does not, however, apply to information given by the insurer or its representative on compensation or benefits payable after the occurrence of an insured event.

### **5.2 Policyholder's obligation to disclose information about any increase in risk**

#### **5.2.1 Insurance of the person (§27)**

The policyholder must notify the insurance company of any changes in factors increasing risk that were reported when the insurance contract was concluded and that are relevant in terms

of assessment of the insurance company's liability, such as changes in profession/occupation, leisure time activities or place of residence, or the termination of any other insurance cover. A change resulting in increased risk may be, for instance, residence abroad of the insured person for over a year on a continuous basis. The insurance company must be notified of any such changes no later than one month of receipt of the annual bulletin following such a change. Changes in the person's state of health do not have to be reported. The insurance company reminds policyholders in the annual bulletin of their disclosure obligation.

If, in the case of insurance of the person, the policyholder has wilfully or through negligence which cannot be deemed minor failed to notify the insurance company of increased risk as mentioned above, and the insurance company would not, as a result of the changed circumstances, have kept the insurance in force, the insurance company is released from liability. If, however, the insurance company would have continued the insurance but only for a higher premium or on other terms, the insurance company's liability is limited to that which corresponds to the insurance premium or the terms on which the insurance would have been continued.

If the above-mentioned consequences of failure to disclose information lead to a result that is clearly unreasonable from the point of view of the policyholder or another party entitled to compensation, they may be adjusted.

#### **5.2.2 Non-life insurance (§§26 and 34)**

In the case of non-life insurance, the policyholder must notify the insurance company of any essential change, during the insurance period, in the circumstances stated at the time of concluding the insurance contract or in the state of affairs recorded in the insurance policy which has increased the risk of loss or damage, and which the insurer cannot be deemed to have taken into account when concluding the contract. The policyholder must notify the insurance company of any such changes no later than one month of receipt of the annual bulletin following such a change. The insurance company will remind the policyholder of this obligation in the annual bulletin.

If the holder of a non-life insurance policy has wilfully or through negligence which cannot be deemed minor failed to notify the insurance company of the increased risk, the insurance company may reduce or disallow compensation payable under the insurance. The effect of the changed, risk-increasing circumstance on the occurrence of the loss or damage is taken into account when considering whether to reduce or disallow the compensation. The policyholder's intent or the type of negligence and any other circumstances will also be taken into account.

#### **5.3 Decrease in risk of loss**

If the risk of loss has decreased to such an extent that it has a bearing on the insurance contract, the insurance company is responsible, having been informed thereof by the policyholder, for adjusting the premium and the insurance terms and conditions to correspond to the changed circumstances as of the date of the change, and at the earliest as of the beginning of the current insurance period.

#### **5.4 Provision of information on termination of group insurance (§77)**

If a group insurance policy terminates as a result of action taken by the insurance company or the group insurance policyholder, the insurance company will notify the insured persons of such termination in the manner deemed appropriate in view of the circumstances. If agreed in the group insurance that the insurance company shall keep a list of the insured persons in the insurance, these persons will be notified of the termination of the insurance. If the insurance company does not keep a list of those insured, the notice of termination will be given in the manner agreed in the

group insurance contract on providing the information specified in clause 5.1 above.

In respect of the insured, the insurance will terminate one month from the date on which the insurance company sent the insured a notice of termination or notified the insured of the termination of the insurance as agreed in the group insurance contract.

### **6 Obligation to prevent and limit loss or damage under non-life insurance**

#### **6.1 Obligation to observe the safety regulations (§§31 and 34)**

The insured must observe the safety regulations recorded in the policy, in the insurance terms and conditions or otherwise provided in writing. If the insured has wilfully or through negligence which cannot be deemed minor failed to observe the safety regulations, the insurance company may reduce or disallow any compensation payable to him/her. The effect of the failure to observe the safety regulations on the occurrence of the loss or damage is taken into account when considering whether to reduce or disallow compensation. The insured person's intent or the type of negligence and any other circumstances will also be taken into account.

#### **6.2 Obligation to prevent and limit loss or damage (salvage obligation) (§§32, 34 and 61)**

In the case of an insurance event or the immediate threat of one, the insured must, in accordance with his/her abilities, take the necessary action to prevent or limit the loss or damage. If the loss or damage is caused by a third party, the insured must take the necessary action to uphold the insurance company's right vis-à-vis the liable party. The insured must, for instance, attempt to establish the identity of the tortfeasor. If the loss or damage resulted from a punishable act, the insured must, without delay, report it to the police and sue the offenders if the insurance company's interest so requires. The insured person must, in other respects, too, observe all instructions given by the insurance company aimed at preventing and mitigating loss or damage.

The insurance company will indemnify for reasonable expenses incurred due to fulfilling the above salvage obligation even if the sum insured were thus exceeded.

If the insured person has wilfully or through negligence which cannot be deemed minor failed to observe the salvage obligation referred to above, the insurance company may reduce or disallow the compensation payable to him/her. The effect of the failure to observe the salvage obligation on the occurrence of the loss or damage is taken into account when considering whether to reduce or disallow the compensation. The insured person's intent or the type of negligence and any other circumstances will also be taken into account.

#### **6.3 Failure to observe the safety regulations and the salvage obligation in liability insurance (§§31 and 32)**

Under liability insurance, negligence on the part of the insured person will not lead to compensation being reduced or disallowed.

However, if the insured person has wilfully or through gross negligence failed to observe the safety regulations or the salvage obligation, or if the insured person's use of alcohol or other intoxicant has contributed to the negligence, compensation may be reduced or disallowed.

If the insured has through gross negligence failed to observe the safety regulations or the salvage obligation or if the insured person's use of alcohol or other intoxicant has contributed to the negligence, the insurance company will nevertheless pay from the liability insurance that part of the compensation which the natural person who has suffered the loss or damage has been unable to

collect because of the insured person's state of insolvency as authenticated by distraint or bankruptcy.

## **7 Causing an insurance event**

### **7.1 Insurance of the person**

#### **7.1.1 Occurrence of the insurance event (§28)**

The insurance company is released from liability to any insured person who has wilfully caused a loss event.

If the insured has caused the insurance event through gross negligence, the insurance company's liability may be reduced, depending on what is deemed reasonable in the circumstances.

#### **7.1.2 Insurance event caused by a person entitled to compensation or benefit (§29)**

If a person entitled to compensation or benefit other than the insured person has wilfully caused the insurance event, the insurance company is released from liability to such party.

If such a person has caused the insurance event through gross negligence or he/she was at an age or in a state of mind which meant that he/she could not be sentenced for a crime, the compensation or part of the compensation may be paid to him/her, but only when this is deemed reasonable considering the circumstances in which the insurance event was caused.

If the insured has died, the other parties entitled to compensation are paid that part of the compensation which is not paid to the person or persons who caused the insurance event.

### **7.2 Non-life insurance (§§30 and 34)**

The insurance company is released from liability to the insured if the insured has wilfully caused the insurance event.

If the insured person has caused an insurance event through gross negligence or if the insured person's use of alcohol or some other intoxicant has contributed to the insurance event, the compensation payable to him/her may be reduced or disallowed.

The effect of the insured person's action on the occurrence of the loss or damage is also taken into account in considering whether the compensation is to be reduced or disallowed in the above-mentioned cases. The insured person's intent or the type of negligence and other circumstances will also be taken into account.

### **7.3 Causing an insurance event in liability insurance (§§30 and 34)**

If the insured person has caused an insurance event through gross negligence or if his/her use of alcohol or other intoxicant has contributed to the insurance event, the insurance company will nevertheless pay under the liability insurance that part of the compensation which the natural person who has suffered the loss or damage has been unable to collect because of the insured person's state of insolvency as authenticated by distraint or bankruptcy.

## **8 Identification with another person under non-life insurance (§33)**

The provisions set out above concerning the insured person with regard to causing an insurance event, observing the safety regulations or the duty of salvage also apply to a person:

- 1) who, with the consent of the insured, is responsible for a motor-driven or towed vehicle, vessel or aircraft which forms an object of the insurance
- 2) who, jointly with the insured, owns the insured property and uses it jointly with him/her, or

- 3) who co-habits with the insured and uses the insured property jointly with him/her.

The conditions stated above concerning the insured with regard to observing the safety regulations also apply to a person who, on the basis of his/her employment or official post with the policyholder, is responsible for supervising the observance of such regulations.

When a company which is not comparable to a consumer under Section 3 of the Insurance Contracts Act is recorded as the policyholder, the following will be comparable to the policyholder:

- 1) a partner in a general partnership company
- 2) a personally liable partner in a limited partnership company
- 3) a shareholder in a limited-liability company who owns over half of the company shares, and
- 4) the policyholder's employee who has the insured property in his/her use.

## **9 Irresponsibility and emergency (§36)**

### **9.1 Insurance of the person**

The insurance company will not invoke clause 7 above to release itself from or restrict its liability if the insured person was under 12 years of age at the time he/she caused the insurance event or was in such a state of mind that he/she could not have been sentenced for a crime.

The insurance company will not invoke clauses 5 and 7 above to release itself from or restrict its liability if the insured person was seeking to prevent injury to a person or damage to property in circumstances in which his/her negligence or action was justifiable at the time he/she increased the risk or caused the insurance event.

### **9.2 Non-life insurance**

The insurance company will not invoke clauses 6 and 7 to release itself from or restrict its liability if the insured was under 12 years of age at the time he/she caused the insurance event or failed to observe the safety regulations or the obligation to prevent or mitigate the loss, or was in such a state of mind that he/she could not have been sentenced for a crime.

The insurance company will not invoke clauses 5, 6 and 7 above to release itself from or restrict its liability if the insured person was seeking to prevent injury to a person or damage to property in circumstances in which his/her negligence or action was justifiable at the time he/she increased the risk or caused the insurance event or failed to observe the safety regulations or the salvage obligation.

What is stated in this clause concerning the insured also applies to a person identifiable with the insured in clause 8.

## **10 Beneficiary clause in insurance of the person**

### **10.1 Beneficiary**

The insurance company and the policyholder agree on the beneficiary clause in the group insurance contract. The policyholder may change the beneficiary if the right to do this has been agreed in the group insurance contract.

If the beneficiary clause is valid, the benefit payable due to the death of the insured person is not part of the insured person's estate. The benefit is part of the insured person's estate if there is no beneficiary clause and if the benefit is not payable to the policyholder under the insurance terms and conditions.

## 10.2 Form of the beneficiary clause (§48)

A beneficiary clause, its cancellation or amendment is null and void unless it has been submitted to the insurance company in writing.

## 11 Claims settlement procedure

### 11.1 Duties of claimant (§§69 and 72)

The claimant must observe the regulations on making a claim entered in the terms and conditions of insurance of the person or non-life insurance and submit the documents mentioned therein to the insurance company. The claimant shall obtain and submit to the insurance company said documentation and information at his/her own expense, unless otherwise stipulated in the terms and conditions or agreed otherwise.

The claimant is required to obtain the documentation which he/she is reasonably able to obtain, although taking into account that the insurance company may also acquire such documentation.

All crimes must be reported to the local police without delay.

The insurance company is not required to pay compensation before it has received the above documentation.

If the claimant has, after the insurance event, fraudulently provided the insurance company with incorrect or insufficient information relevant to the assessment of the insurance company's liability, his/her compensation may be reduced or disallowed, depending on what is reasonable in the circumstances.

Insurance companies share a non-life insurance information system which can be used in processing claims to check claims submitted to different companies.

### 11.2 Limitation on right to obtain compensation (§73)

A claim for compensation must be presented to the insurance company within 12 months of the date when the claimant became aware of the insurance and was informed of the insurance event and the damaging consequences of that event. A claim for compensation must in any case be presented within 10 years of the date when the insurance event occurred or, in the case of insurance taken out against bodily injury or liability for damages, the damaging consequences were caused. Reporting an insurance event is comparable to presenting a claim. If the claim is not presented within the said period, the claimant loses his/her right to obtain compensation.

### 11.3 The insurance company's obligations (§§7, 8, 9, 67, 68 and 70)

After the occurrence of an insurance event, the insurance company is under an obligation to provide the claimant, such as the insured person or the beneficiary, with information on the contents of the insurance and the claim procedure. No advance information given to the claimant on the compensation, its amount or method of payment will affect the payment obligation stated in the insurance contract.

The insurance company will pay the compensation resulting from the insurance event in accordance with the insurance contract or notify the claimant of non-payment of compensation without delay and, at the latest, in one month's time of the date on which it received the documentation and information necessary for the assessment of its liability. If the amount of compensation is disputed, the insurance company will nonetheless pay any undisputed part of the compensation within the above-mentioned period.

In the case of a claim settlement decision under travel liability insurance, the insurance company will also inform the person who has suffered the loss or damage.

If the total amount of compensation payable to a legally incompetent person for losses other than expenses or loss of property exceeds EUR 1,000, the insurance company will notify the guardianship authority in the locality of the legally incompetent person of such compensation.

The insurance company will pay penalty interest on any delayed payment of compensation in accordance with the Interest Act.

### 11.4 Setoff against compensation

The insurance company may deduct any outstanding premiums overdue and other outstanding overdue amounts from compensation.

## 12 Lodging an appeal against a decision taken by the insurance company (§§ 8, 68 and 74)

### 12.1 Right to correct

If the policyholder or claimant suspects that the insurance company has made a mistake in its claim settlement decision, he/she has the right to obtain more information about matters which have led to the decision. The insurance company will revise the decision if the new investigations give cause to do so.

### 12.2 FINE

FINE, the Finnish Financial Ombudsman Bureau ([www.fine.fi](http://www.fine.fi)) offers free and independent advice and assistance. The Finnish Financial Ombudsman Bureau and the Finnish Insurance Complaints Board under FINE also give settlement recommendations in civil action cases. FINE will not process any disputes that are pending or already processed at the Consumer Disputes Board or a court of law.

### 12.3 District court

If the policyholder or claimant is dissatisfied with the insurance company's decision, he/she may bring action against the insurance company in Finland.

Action against the insurance company's decision must be brought within three years of the policyholder or claimant being informed in writing about the insurance company's decision and the time limit. The right to bring action ceases once the time limit has expired.

Handling of a case by a board will interrupt the limitation period for the right to bring action.

## 13 Insurance company's right of recovery (§75)

### 13.1 Insurance company's right of recovery vis-à-vis a third party

The insured person's right to claim compensation from a liable third party for expenses arising from an illness or injury and for loss of property transfers to the insurance company up to the amount of compensation paid by the insurance company.

If the loss or damage was caused by a third party as a private person or as an employee, a civil servant or any other person comparable to these as referred to in chapter 3 of the Tort Liability Act, the right of recovery will be transferred to the insurance company only if the person in question caused the insurance event wilfully or through gross negligence or is held liable regardless of the nature of his/her negligence.

### 13.2 Other cases of right of recovery in non-life insurance

The insurance company's right of recovery vis-à-vis the policyholder, the insured party or a party identifiable with the insured one is defined according to section 75, paragraph 4 of the Insurance Contracts Act.

## 14 Altering an insurance contract

### 14.1 Altering the terms of contract during the insurance period

#### 14.1.1 Insurance of the person (§20)

The insurance company has the right to alter the insurance premiums or other terms of contract during the insurance period to correspond with the changed circumstances if

- 1) the policyholder or the insured person has wilfully or through negligence which cannot be deemed minor failed to observe his/her obligation to disclose information as referred to in clause 2.2 above, and if the insurance company, had it been given the correct and full information, had granted the insurance only against a higher premium or otherwise on terms other than those agreed;
- 2) the policyholder or the insured person has acted fraudulently in observing his/her obligation to disclose information as referred to in clause 2.2 above and, regardless of this, the insurance is binding on the insurance company on the basis of this clause due to the adjustment of the consequences of the failure to disclose information, or
- 3) during the insurance period, a change as referred to in clause 5.2 above has occurred in the circumstances reported by the policyholder or the insured person to the insurance company at the time of concluding the contract, and the insurance company would have granted the insurance only against a higher premium or on otherwise other terms in the event that the circumstance related to the insured person would already have corresponded to the change when the insurance company granted the insurance.

After being informed of the said change, the insurance company will notify the policyholder, in writing and without undue delay, of any change in the premium or other terms. The notification shall state that the policyholder has the right to cancel the insurance.

#### 14.1.2 Non-life insurance (§18)

The insurance company has the right to alter the insurance premiums or other terms of contract during the insurance period to correspond to the changed circumstances if

- 1) the policyholder or the insured has neglected his/her obligation to disclose information as referred to under section 2.2, or
- 2) during the insurance period, a change as referred to under section 5.2 has occurred in the circumstances recorded in the insurance policy or reported by the policyholder or the insured to the insurance company at the time the contract was entered into.

After being informed of the said change, the insurance company will notify the policyholder without undue delay of how and from what date the premium or other terms of contract will be altered. The notification shall state that the policyholder has the right to cancel the insurance.

### 14.2 Altering the terms of contract of a continuous policy at the end of an insurance period (§§19 and 20 a)

#### Notification procedure

The insurance company has the right to alter the insurance terms and conditions, and premiums and other terms of contract at the end of the insurance period on the basis of

- new or amended legislation or a regulation issued by the authorities
- an unforeseeable change in circumstances (e.g. an international crisis, exceptional natural event, catastrophe)
- a change in the claims expenditure of the insurance.

The insurance company also has the right to make minor changes

to the insurance terms and conditions and other terms of contract provided that the changes do not affect the primary content of the insurance contract.

If the insurance company alters the insurance contract as outlined above, it will, when sending an insurance bill, notify the policyholder of the changes in the insurance premium and other terms of contract. The notification shall state that the policyholder has the right to cancel the insurance.

In the case of insurance of the person, the change will take effect from the beginning of the next premium period or, if no premium period has been agreed, from the beginning of the next calendar year following one month from the date the notification was sent. In the case of non-life insurance, the change will take effect from the beginning of the next insurance period following one month from the date the notification was sent.

#### Changes requiring termination of insurance

If the insurance company alters the insurance terms and conditions, premiums or other terms of contract in cases other than those listed above or discontinues an actively marketed benefit, the insurance company must give a written notice of termination of the insurance as of the end of the insurance period. The notice will be sent one month before the end of the insurance period at the latest.

## 15 Termination of group insurance contract

### 15.1 Policyholder's right to terminate the insurance

The policyholder has the right, at any time, to terminate the insurance contract during the insurance period. Notice of termination must be given in writing. Notice of termination given in any other manner shall be null and void. If the policyholder has not specified a later termination date for the insurance, the insurance will terminate on the date the notice was submitted or sent to the insurance company.

### 15.2 Insurance company's right to terminate insurance during the insurance period (§27)

#### 15.2.1 Insurance of the person

During the insurance period, the insurance company has the right to terminate the insurance (or, to terminate the insurance cover for an individual insured person) if

- 1) the policyholder or the insured person has wilfully or through negligence which cannot be deemed minor neglected his/her obligation to disclose information as referred to in clause 2.1 above, and the insurance company, had it been given correct and complete information, had refused to grant the insurance altogether;
- 2) the policyholder or the insured person has acted fraudulently in observing his/her obligation to disclose information as referred to in clause 2.1 above and, regardless of this, the insurance contract is binding on the insurance company on the basis of that clause;
- 3) during the insurance period, a change as referred to in clause 5.2 above has occurred in the circumstances reported by the policyholder or the insured person to the insurance company at the time of concluding the contract, and the insurance company would not have granted the insurance in the event that the circumstance related to the insured person would already have corresponded to the change when the insurance company granted the insurance;
- 4) the insured person has wilfully caused the insurance event; or
- 5) the insured person has, after the insurance event, fraudulently provided the insurance company with incorrect or insufficient information relevant to the assessment of the insurance company's liability.

### 15.2.2 Non-life insurance

During the insurance period, the insurance company has the right to terminate the insurance (or, to terminate the insurance cover for an individual insured person) if

- 1) the policyholder or the insured has, before the insurance was granted, submitted erroneous or deficient information and the insurance company, had it known the circumstances, would have refused to grant the insurance;
- 2) during the insurance period, a change which has essentially increased the risk of loss or damage has occurred in the circumstances recorded in the insurance policy or reported by the policyholder or the insured to the insurance company at the time the contract was entered into, and which the insurance company cannot be deemed to have taken into account when concluding the contract
- 3) the insured person has wilfully or through gross negligence failed to observe the safety regulations;
- 4) the insured person has wilfully or through gross negligence caused the insurance event, or
- 5) the insured person has, after the insurance event, fraudulently provided the insurance company with incorrect or insufficient information relevant to the assessment of the insurance company's liability.

### 15.2.3 Procedure

Having been informed of the grounds for permitting termination, the insurance company will give written notice of termination without undue delay. The notice of termination will have a mention of the grounds for termination. For an individual insured person, the insurance contract or insurance cover will terminate in one month's time of the date on which the notice was sent.

The insurance company's right to give notice of termination of insurance owing to an outstanding insurance premium is defined in clause 4.2 above.

## 15.3 Insurance company's right to terminate insurance at the end of the insurance period

### 15.3.1 Insurance of the person

The insurance period and its continuation are specified in the group insurance contract.

The insurance company has the right to terminate a contract of insurance of the person effective as of the end of the premium period.

If the premium period is less than one year or its length has not been agreed, the insurance company has the right to terminate the insurance effective as of the end of the calendar year. The written notice of termination will be sent one month before the end of the premium period at the latest or, if the premium period has not been agreed, one month before the end of the calendar year at the latest.

### 15.3.2 Non-life insurance

The insurance period and its continuation are specified in the group insurance contract.

The insurance company has the right to terminate a non-life insurance contract effective as of the end of the insurance period. The notice will be sent one month before the end of the insurance period at the latest.

## 15.4 Termination of insurance in respect of the insured

In situations referred to above in this section, the insurance company will notify those insured about the termination of the insurance using the procedure referred to under section 5.4.

In respect of the insured, the insurance will terminate one month from the date on which the insurance company sent the insured a notice of termination or notified the insured of the termination of the insurance as agreed in the group insurance contract.

## 16 Rights of a third party in non-life insurance

### 16.1 Right to compensation under liability insurance of a person who has suffered injury, loss or damage (§67)

A person who has suffered injury, loss or damage has the right, under general liability insurance, to claim compensation as per the insurance contract directly from the insurance company if the insured person has been declared bankrupt or is otherwise insolvent. If the insurance company is presented with a claim, it will notify the insured person thereof without undue delay and reserve him/her an opportunity to explain the insurance event. The insured person will also be notified of the subsequent processing of the matter. If the insurance company accepts the claim of the person who has suffered the injury, loss or damage, this acceptance is not binding on the insured.

### 16.2 Right of appeal under liability insurance of a person who has suffered injury, loss or damage (§68)

A person who has suffered injury, loss or damage has the right to bring action against the insurance company regarding a claim settlement decision taken by the insurance company or to submit the matter to the Finnish Insurance Complaints Board or the Consumer Disputes Board as provided in clause 12 above.

## 17 Applicable law and calculation bases

Finnish law shall apply to all insurance contracts and, in the case of insurance of the person, also the calculation bases required by the Insurance Companies Act.

## 18 Other matters dealt with in the Insurance Contracts Act

The Insurance Contracts Act also covers the following matters:

Scope of application (§1)

Peremptory nature of provisions (§3)

Insignificance of misrepresentation or increase in underlying risk (§35)

Irresponsibility and emergency (§36)

Limitations on liability in certain events in insurance of the person (§37)

Payment of premium through bank or post office (§44)

Limitation on the insurer's right to insurance premium (§46)

Beneficiary clause (§§47-50 and 53)

Distraint in accident insurance and health insurance (§55)

Recovery to bankrupt's estate in insurance of the person (§56)

Multiple insurance (§§59 and 60)

Payment to wrong person (§71)

Insurance company's right of recovery against the policyholder, the insured or a person comparable to the insured (§75, paragraph 4).

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