

SUPEREURO TRAVEL INSURANCE

TRAVEL INSURANCE TERMS AND CONDITIONS AND GENERAL TERMS OF CONTRCT

Valid as of 1 January 2006

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*Please pay special attention to
the restriction printed in italics.*

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.

TRAVEL INSURANCE

The insurance cover may include the following types of travel insurance:

- traveller's insurance
- luggage insurance
- travel liability insurance
- legal expenses travel insurance.

The insurance cover selected is stated in the policy.

COMMON PROVISIONS

1 TERRITORIAL SCOPE OF VALIDITY

The insurance cover is valid abroad and in Finland as follows:

- on trips abroad throughout the world, *unless otherwise stipulated in the policy,*
- *in Finland, the insurance cover is valid on trips 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. The insurance cover is not, however, valid in the home, place of work or study, or holiday home of the insured, or on trips between them.*

2 PERIOD OF VALIDITY

The insurance cover is valid on trips lasting a maximum of three months. If an unbroken trip lasts longer than this, the insurance cover will cease to be valid after three months from the date of departure from Finland.

Insurance to cover any period in excess of three months may be taken out through a supplementary agreement and at an additional premium.

3 EFFECT OF MOVING ABROAD ON VALIDITY

The continuous insurance cover expires after one year has elapsed since the end of the insurance period during which the insured moved abroad.

4 NUCLEAR ACCIDENT, WAR AND AVIATION ACCIDENT

Cover is not provided for any loss or damage caused

- *by nuclear accident as described in the Nuclear Liability Act, regardless of where the nuclear accident occurred*
- *by war or armed conflict. This restriction will not be applied within 14 days following the start of armed operations, unless a major war is concerned or the insured participated in said operations.*

Through a supplementary agreement and at an additional premium, luggage insurance and medical expenses cover under traveller's insurance are also valid during war or armed conflict.

In the event of illness, injury or death occurring in connection with an aviation accident, traveller's insurance does not cover persons who are members of the flight crew or persons carrying out duties related to the flight.

TRAVELLER'S INSURANCE

1 CONTENT OF INSURANCE

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

The following types of compensation may be selected for the insurance:

- medical expenses indemnity for travel-time illness or travel-time accident
- daily benefit for travel-time accident
- handicap benefit for travel-time accident
- death benefit for travel-time accident.

Medical expenses indemnity includes not only an expenses indemnity for travel-time illness or travel-time accident but also an indemnity for cancellation or curtailment of a trip, missed departure or delay, bodily injury due to an assault offence and repatriation of the deceased in the event of death.

The types of compensation selected for each of those insured are stated in the insurance policy.

2 THE INSURED

Those insured are the persons named in the insurance policy.

Those family members and grandchildren who are under 15 years of age and travel with the insured are also covered under traveller's insurance, *but only under one Eurooppalainen traveller's insurance at a time. The types of compensation valid for these persons under 15 years of age are the same as those chosen for the insured persons recorded in the insurance policy, excluding, however, the daily benefit.*

3 BENEFICIARY

The policyholder may name a beneficiary to whom any compensation is paid. Such a beneficiary clause and relevant alterations or cancellations to it must be submitted to the insurance company in writing.

4 EFFECT OF THE INSURED'S AGE ON VALIDITY

Continuous insurance expires at the end of the insurance period during which the insured reaches 70 years of age.

Daily benefit cover, however, expires at the end of the insurance period during which the insured reaches 60 years of age.

5 VALIDITY IN SPORTS AND CERTAIN OTHER ACTIVITIES

5.1 The insurance does not cover illness, injury or death sustained in sport games or matches arranged by a sports association or sports club; nor does the insurance cover illness, injury or death sustained in training arranged according to a training programme or in training typical of the sports

5.2 The insurance does not cover illness, injury or death sustained in the following types of sports or activities:

- *combat, contact or self-defence sports, such as judo, wrestling, boxing, or karate*
- *strength sports, such as weightlifting or powerlifting*
- *bodybuilding*
- *motor sports*
- *airborne sports, such as parachuting, gliding, hot air ballooning, hang-gliding or flight in ultralight, experimental or home-built aeroplanes*
- *bungee jumping*
- *climbing sports, such as mountain, rock, ice or wall climbing*
- *scuba diving or free diving*
- *freestyle skiing, speed or downhill skiing, or skiing on unmarked slopes*
- *wingsurfing or kitesurfing*
- *ocean yachting*
- *research expeditions and treks to mountains, jungle, deserts or wilds, or other uninhabited areas abroad.*

5.3 The insurance cover is also valid for the sports and activities mentioned above in section

5.2 ('sports extension') under a supplementary agreement at an additional premium. *The extension does not apply to sport games or matches arranged by a sports association or sports club, nor does it apply to training arranged according to a training programme or to training typical of the sports.*

6 TRAVEL-TIME ILLNESS

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

The insurance does not cover illness caused by abuse of alcohol or medicine or use of other intoxicant, nor does it cover mountain sickness as a travel-time illness.

7 TRAVEL-TIME ACCIDENT AND RESTRICTIONS

7.1 Travel-time accident

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

A strain injury of muscles and ligaments immediately caused by sudden exertion and movement, for which medical treatment has been given within 14 days of occurrence of the injury, is also deemed to be caused by a travel-time accident. *Indemnity is paid for a maximum of six weeks from the occurrence of the strain injury.*

The following are also considered to be travel-time 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.

7.2 Injuries which are not covered as travel-time accidents

The concept 'travel-time accident' does not include injury caused

- by an insurance event arising from an illness, defect or injury of the insured by operation, treatment or other medical procedure, unless the procedure is undertaken in order to treat an injury caused by a coverable travel-time accident
- by poisoning due to medicine, alcohol or other intoxicant used by the insured or due to a substance taken as food
- by biting on a tooth or dentures, even though an external factor has contributed to the damage. Dental injuries, however, are covered according to section 8.1.4 of these conditions.
- suicide or attempted suicide.

Travel-time accidents do not include

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

7.3 Effect of illness, defect, injury or degeneration not related to travel-time accident

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

8 TYPES OF COMPENSATION

8.1 Medical expenses indemnity

8.1.1 Right to medical expenses indemnity

The right to medical expenses indemnity arises when treatment expenses are incurred from a travel-time illness or travel-time accident sustained by the insured.

Treatment expenses incurred from a travel-time illness are covered for a maximum of 120 days from the outset of treatment. Treatment expenses incurred from a travel-time accident are covered for a maximum of three years after the accident.

Treatment expenses incurred from a sudden worsening of an existing illness or a change in the state of the illness during the trip are also covered in so far 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 trip for a maximum of one week from the outset of treatment is covered.**

Treatment expenses are covered in so far as they do not give or would not have given entitlement to reimbursement under the Health Insurance Act or under some other legislation.

In any one insurance event, the deductible stated in the policy is subtracted for any single illness or accident.

8.1.2 Coverable treatment expenses

Treatment expenses are covered provided that the examination or treatment of illness or injury 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 injury in question.

These coverable treatment expenses include

- reasonable fees for examination and treatment procedures carried out by physicians or healthcare professionals
- the costs of acquiring medication sold in a pharmacy on the basis of a permit issued by the Finnish National Agency for Medicines or an equivalent foreign authority
- daily hospital charges
- reasonable travel expenses to a local physician or nursing institution
- necessary costs of repairing or replacing spectacles, a hearing aid, dentures or a safety helmet in use and broken when the travel-time accident occurred, **provided that the accident called for medical treatment and the repair or replacement took place within two months of the occurrence of the accident, at the latest.**
- expenses incurred from physiotherapy ordered by a physician and given in a nursing institution if such therapy is necessary after surgical operations or plaster treatments following a travel-time accident or travel-time illness. **Per insurance event, the insurance covers one physical treatment period which may include a maximum of ten (10) treatment sessions.**

The following are also covered as treatment expenses:

- necessary telephone charges incurred during the trip up to EUR 170
- necessary expenses for purchase of essential commodities related to the medical treatment up to EUR 170 provided that such commodities are not, according to local practice, included in the hospital treatment.

The insurance company may demand that the insured be transported, at the insurance company's expense, back to Finland for treatment if local treatment would otherwise cause substantially higher expenses as compared to similar treatment in Finland.

If it becomes evident that the expenses for which indemnity is claimed clearly exceed the generally accepted and reasonable level, the insurance company has the right to lower the amount of indemnity but not, however, under the reasonable level.

Subject to the insurance company's advance approval, coverable treatment expenses for travel-time illness or travel-time accident also include

- expenses for repatriation of the insured patient and travel and accommodation expenses for an escort where necessary
- travel expenses for one close relative to visit the insured and return home, plus accommodation, but only if the insured is fatally ill or injured according to the physician in charge
- expenses other than the above, provided that the measures taken by the insured have minimised further coverable loss or reduced coverable expenses.

8.1.3 Expenses which are not covered

Coverable treatment expenses do not include

- expenses incurred from physiotherapy or other comparable treatment with the exception of cases specified in the last item of section 8.1.2 regarding coverable treatment expenses
- expenses incurred from rehabilitation if treatment is given elsewhere than in a medical institution
- costs of acquiring micronutrient, mineral, nutritive, medicinal or vitamin preparations, basic creams or lotions, or anthroposophic or homeopathic products.

8.1.4 Treatment expenses incurred from dental injury and acute toothache

Coverable treatment expenses for dental injury caused by a travel-time 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 120.

Expenses incurred from necessary treatment of sudden toothache, including reasonable local travel expenses, are covered up to a maximum total of EUR 120, **provided that the toothache began and treatment was given during the trip.**

8.2 Other indemnities included in medical expenses cover

8.2.1 Indemnity for cancellation of a trip

The insurance covers cancellation of a trip, i.e. prevention of the insured's departure from Finland due to a compelling reason, such as

- sudden illness, accident or death suffered by the insured. The compelling nature of such a reason is assessed on medical grounds.
- substantial loss of or material damage to the insured's property in Finland.

Furthermore, the insured is entitled to indemnity if the cancellation of the trip is caused by a compelling reason such as sudden illness, accident or death suffered by the insured's spouse or co-resident common-law spouse, child, adopted or foster child, child of spouse or common-law spouse, grandchild, parents, parents-in-law, adoptive parents or grandparents, siblings, siblings of a spouse, daughter- or son-in-law, or a single companion with whom the insured has jointly in Finland reserved a trip that departs from Finland. The compelling nature of the reason is assessed on medical grounds.

In the event of cancellation, the insurance covers any costs paid in advance for which the insured is liable in view of the tour operator's or service provider's conditions, as follows:

- In package tours arranged in compliance with the Package Travel Act, office expenses as per the general terms and conditions of package tours.
- In special package tours arranged in compliance with the Package Travel Act, reasonable expenses as per the special terms and conditions but not more than 25% of the tour price.
- In other travel services, contractual expenses up to a maximum total of EUR 1 000 per trip and per insured.

Cancellation of a trip is not covered if

- **the insurance contract has been concluded later than three days prior to the beginning of the trip**
- **the reason for the cancellation became apparent before entering into the insurance contract**
- **the reason for the cancellation became apparent before the reservation or payment of the trip**
- **the sudden illness was caused by abuse of alcohol or medicine or use of intoxicant, or**
- **the reason for the cancellation was the insured's fear for contagious diseases or his/her other phobia.**

8.2.2 Indemnity for curtailment of a trip

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

- an illness or an accident suffered by the insured during the trip. The compelling nature of the reason is assessed on medical grounds.
- substantial loss of or material damage to the insured's property in Finland.

The insured's untimely return from the trip will only be covered if the travel-time illness or travel-time accident is of such a nature that on medical grounds the treatment requires the insured to return to Finland.

Furthermore, the insured is entitled to indemnity if the untimely or delayed return to Finland is caused by a compelling reason such as sudden illness, accident or death suffered by the insured's spouse or co-resident common-law spouse, child, adopted or foster child, child of spouse or common-law spouse, grandchild, parents, parents-in-law, adoptive parents or grandparents, siblings, siblings of a spouse, daughter- or son-in-law, or a single companion with whom the insured has jointly in Finland reserved a trip that departs from Finland. The compelling nature of the reason is assessed on medical grounds.

Where a trip is curtailed, the insurance covers

- unavoidable additional travel and accommodation expenses incurred by the insured during the trip,
- reasonable travel expenses approved by the insurance company for a new trip to the same destination if such a trip takes place during the validity of the insurance and is necessary because of work or continuing studies in an educational institution,
- unused services, excursions and travel at the destination for which the insured has paid separately in advance, **up to a maximum total of EUR 1 700**
- EUR 43 per day for travel days lost if a trip is curtailed due to hospital treatment or untimely return of the insured. **Indemnity for days lost on account of hospital treatment is only paid to the insured who is hospitalised.** If the insured who is hospitalised is under 15 years of age and the treatment of the illness or injury requires, on the order of a physician, the guardian's assistance, the guardian is correspondingly indemnified for travel days lost.

For any one period, indemnity is paid only for hospitalisation or for untimely return, not both. Indemnity is paid for a maximum of 45 days, but not exceeding the price of the trip paid in advance. Indemnity is not paid if the trip has lasted over 90 days at the time the loss occurs.

The number of travel days is calculated in full 24-hour periods as of the moment the trip begins. The lost travel days are calculated correspondingly, as of the commencement of hospital treatment or of curtailment of the trip until hospital treatment ceased, but not beyond the date the trip was scheduled to end. If the last full period calculated in this manner is exceeded by 12 hours, the remainder is also considered a full day.

If an insured who has been on a package tour lasting no more than 90 days is entitled to a per diem indemnity for lost travel days and he/she has lost over half of his/her travel days, he/she can be given a new tour instead of the per diem indemnity if he/she so wishes.

A new tour will also be given to a spouse or common-law spouse who accompanied the insured on the trip and lost more than half of his/her travel days due to untimely return as a result of his/her spouse's travel-time illness or accident, provided that he/she held a valid traveller's insurance with Eurooppalainen. When a child under 15 years of age is entitled to a new package tour, one or other parent who accompanied him/her on the curtailed tour will also be entitled to a new tour, provided the said parent also held a traveller's insurance with Eurooppalainen.

A replacement tour is a trip arranged by the same tour operator, the price of which must not exceed the total price for the curtailed trip or the trip lost due to hospitalisation. The maximum amount of indemnity for a new trip is EUR 2 550 per person entitled to a replacement tour. A replacement tour may also be a tour organised by some other operator, should the original operator not be able to provide a new tour.

The new trip must begin within one year of the first day of the curtailed trip. The new trip is personal and cannot be transferred to another person.

A package tour is defined here as a trip which is subject to the general terms and conditions of package tours or corresponding foreign conditions.

8.2.3 Indemnity 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 trip to a foreign destination or the departure point for a connecting flight 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 the insured is late, the insurance covers the necessary and reasonable expenses required to make sure the insured will be able to depart as scheduled. **These expenses are covered up to a maximum of EUR 1 700 but must not exceed the price of the original trip.**

If the insured is too late to take part in the trip, the cancellation caused by the delay will be covered **up to EUR 1 700.**

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.

8.2.4 Indemnity for delay

Indemnity is paid to the insured if he/she is delayed more than six hours at the departure or return location of a trip to/from a foreign destination owing to the insured being unable to use a public conveyance for reasons mentioned under section 8.2.3. Expenses compensation to a maximum of EUR 34 is paid for each 6-hour period or part thereof exceeding the qualifying period. Such compensation is paid up to a maximum of EUR 340 per insured.

8.2.5 Indemnity for bodily injury due to an assault offence

If the insured has suffered bodily injury abroad as a result of assault or some other intentional act of violence, he/she is indemnified for pain and suffering and loss of earnings in so far as the tortfeasor is or would be liable to pay in accordance with Finnish legislation. The maximum indemnity is EUR 42 500.

Indemnity is paid only where the tortfeasor is unknown or found unable to pay damages.

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

The insurance does not cover

- **bodily injury caused by a person referred to under section 8.2.1**
- **bodily injury which occurred while the insured was pursuing his/her profession or carrying out his/her duties, or bodily injury which otherwise occurred in connection with gainful employment.**

8.2.6 Indemnity for repatriation of the deceased

If the insured dies during the trip, the insurance will cover reasonable expenses of repatriation to Finland or reasonable funeral expenses abroad. These expenses will be paid regardless of the cause of death.

8.3 Daily benefit

The right to daily benefit for a period of disability arises if the insured suffers loss of working capacity due to a travel-time accident which occurred during the validity of the daily benefit cover.

The compensation paid for full disability is the daily benefit valid at the time the accident occurred, and the compensation paid for partial disability is the proportion of the daily benefit corresponding to the loss of working capacity.

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.

The benefit is paid for as many days as the disability continues **in excess of the qualifying period mentioned in the policy. The qualifying period begins on the first day of the disability as stated by a physician.**

Benefit for any single accident is paid up to the maximum period mentioned in the policy.

8.4 Handicap benefit

The right to handicap benefit arises if the insured suffers permanent handicap caused by a travel-time accident which occurred during the validity of the handicap benefit 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 an injury 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. **The individual circumstances of the injured person, such as his/her profession or leisure-time pursuits, do not affect the determination of the handicap.**

The degree of handicap is determined in accordance with the handicap classification decision made by the Ministry of Social Affairs and Health on the basis of the Workers' Compensation Insurance Act and valid when the accident occurred. Injuries are divided into handicap classes 1 to 20, with class 20 corresponding to full handicap and class 1 to the smallest coverable handicap. **The smallest handicap according to class 1 is only applied to eye and finger injuries in accordance with the handicap classification decision.**

The benefit for full, permanent handicap according to class 20 is paid as a lump sum equal to the sum insured valid at the time the travel-time 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. **In the case of family members and grandchildren under 15 years of age as referred to in section 2, the sum insured is EUR 8 500 per insured.**

Permanent handicap is determined within three years of the travel-time accident, at the latest.

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. No benefit already paid, however, shall be recovered.

8.5 Death benefit

The right to death benefit arises if the insured dies owing to a travel-time accident which occurred during the validity of the death benefit cover. The benefit paid is equal to the sum insured valid when the travel-time accident occurred.

In the case of family members and grandchildren under 15 years of age as referred to in section 2, the sum insured is EUR 1 700 per insured.

The benefit is not paid if the insured dies after three years have elapsed since the accident occurred.

9 HOW TO MAKE A CLAIM

9.1 Notification of insurance event

The claimant must notify the insurance company of the insurance event in writing. This can be done by filling in a traveller's insurance claim form.

The insurance company must also be provided with a medical statement concerning the travel-time illness or travel-time accident and an address for payment of compensation, and where necessary, the travel ticket or other documentation concerning the trip.

9.2 Medical expenses indemnity

The claimant must submit to the insurance company the original invoices or receipts concerning the travel-time illness or travel-time accident.

9.3 Cancellation or curtailment of trip

The claimant must submit to the insurance company the original receipts for additional expenses, an official extract from the

population register for evidence of family relationship, and other documents related to the insurance event.

For payment of indemnity for lost travel days, the claimant must also submit documents indicating the insured's planned date of return from the trip.

9.4 Missed departure or delay

The claimant must submit to the insurance company a statement on the insurance event given by the transport company or relevant authority.

If compensation is claimed for a missed or delayed departure, the insured must also submit original receipts for expenses incurred.

9.5 Death

For payment of death benefit, the claimant must submit to the insurance company the death certificate for the insured, a record of any police investigation and official extracts from the population register, or equivalent, on the beneficiaries.

For payment of indemnity for repatriation or funeral expenses abroad, the claimant must submit to the insurance company the original invoices or receipts for such expenses.

9.6 Loss inquiry costs

Under loss inquiry costs, the insurance covers the fee for a police investigation record and the estimate of repair costs required by the insurance company, and the cost for emergency or claims service approved by the insurance company in advance.

LUGGAGE INSURANCE

1 CONTENT OF INSURANCE

The insurance covers the insured luggage against material damage during the validity of the insurance.

2 THOSE INSURED

Those insured are the policyholder and persons residing permanently in the same household as the policyholder, **unless otherwise stipulated in the policy.**

3 PROPERTY INSURED

Luggage means property of the insured taken along on or acquired during a trip. The insurance covers luggage up to a maximum total of the sum insured stated in the policy.

Instruments of payment and securities are considered luggage up to a total of EUR 85 when carried by the insured, and up to a total of EUR 505 if kept in a locked safe-deposit box.

Restrictions:

The following are not considered to be luggage:

- motorised vehicles, caravans or other trailers, watercraft or aircraft, or any

- parts or accessories thereof, with the exception of keys to motorised vehicles
- sailboards or sails thereof
- merchandise, samples of goods, advertising material, commercial or educational films or tapes, photographs, drawings, or program diskettes
- professional equipment, tele- and photocopiers, or files and software included in IT storage devices
- manuscripts, collections and their parts
- removal goods or separate consignments
- animals or plants.

4 COVERABLE INSURANCE EVENTS

4.1 The insurance indemnifies for any direct material damage caused by some sudden and unforeseeable occurrence during the validity of the insurance.

4.2 Irrespective of the sum insured, the insurance covers

- any reasonable expenses incurred in searching for lost luggage, provided the luggage had been entrusted to a hotel, haulage or transport company, tour operator or similar
- any reasonable expenses incurred in rescuing the luggage and in efforts to minimise loss or damage

- expenses caused by acquiring necessities when luggage handed in for transportation is delayed at least two hours after the insured has reached the destination of his/her outward trip. **These expenses will be indemnified up to a maximum of EUR 85 per day or part thereof and to a maximum total of EUR 340 per person insured.**
- travel, accommodation and telephone costs incurred from the theft of travel tickets, visa or passport during a trip to a maximum of EUR 170.

5 LOSSES EXCLUDED FROM COVER

The insurance does not cover

- any loss arising from the loss of payment instruments and securities or from leaving them behind
- any loss arising from the ordinary use of goods, or damage to goods caused by insufficient covering, wear and tear, chafing, scratching, corrosion or other comparable gradual phenomenon
- any loss arising from an action taken by the authorities
- any loss which is covered under some special legislation, guarantee or other insurance
- any 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

- **any loss arising from luggage disappearing or being left behind.**

The insurance does, however, cover loss up to EUR 120 arising from luggage, **other than payment instruments and 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 left in the custody of the tour operator or corresponding party is lost, the loss is covered to its full amount, though not beyond the maximum of the sum insured.

6 SAFETY REGULATIONS

6.1 Significance of safety regulations

The insured shall comply with the safety regulations given in the insurance policy, insurance terms and conditions or other instructions in writing. If the insured fails to comply with the safety regulations, any indemnity payable to him/her may be reduced or denied under section 6 of the General Terms of Contract.

6.2 Protective measures against theft and burglary

6.2.1 Property in the home, in accommodation facilities and in related storage space
The doors, windows, hatches and other entrances to storage spaces for moveable property shall be closed in a manner providing protection against theft and burglary. The closing shall be effected in such a way that the storage space cannot be entered without damaging the structures or locks of the storage space.

When property is kept in a hotel room, passenger cabin or similar accommodation space, any valuables or objects or equipment worth more than EUR 505 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.

Keys to the home, accommodation facilities or storage spaces must not be left or hidden in the vicinity of these spaces. The lock must be changed immediately or re-keyed if there is cause to believe that the key is held by an unauthorised person.

6.2.2 Property outside the home, accommodation facilities and related storage spaces
Property accompanying the insured must be continuously supervised. The insured must not leave his/her accompanying property or 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.

Any accompanying property left unsupervised must be stored in a locked, fixed storage space which cannot be entered without damaging the structures or locks of the storage space.

When storing a child's pram outside the home, accommodation facilities or related storage

spaces, such as in a stairway, the pram must be secured with a lock or kept under supervision.

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

When storing movable property in a motor vehicle, caravan or boat, the vehicle or boat must be locked. When stored in such a vehicle or caravan, valuables, optical instruments and electronic equipment 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 shall be carried as hand luggage.

6.2.3 Further regulations concerning cash, other payment instruments and securities
Cash, other payment instruments and securities must not be left in a hotel room, motor vehicle, caravan, boat, light trailer or tent, 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 used in such a way that an unauthorised person may discover the code.

6.2.4 Further regulations concerning sports and leisure equipment
Bicycles shall be protected against theft by a properly functioning 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.

6.3 Other regulations

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

Fragile objects shall be carried as hand luggage in public conveyances.

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

If an object 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 haulage or transport company.

7 INDEMNIFICATION REGULATIONS

7.1 How to claim indemnity

7.1.1 Notification of insurance event
The claimant shall immediately notify the insurance company of the insurance event. This can be done by filling in the insurance company's notification form.

The claimant shall provide the insurance company with the 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 or damage, and the recipient of indemnity. Examples of such documents are a police investigation report and notice of a crime. A crime must be reported to the police at the location of the crime without delay.

7.1.2 Documents and the cost of obtaining them
The police investigation report must be supplied to the insurance company upon request. The company indemnifies for the fees arising from the police investigation reports and other official documents which are required for handling the claim and which the company has requested.

When the insured claims indemnity from the insurance company for a loss due to theft of a bicycle, 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.

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

7.1.3 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. Spectacles broken beyond repair must be given to the company when submitting the claim.

7.2 Upper limits of indemnity

The upper limit of the insurance company's liability to indemnify is the replacement value or current value of the property.

The maximum indemnity payable is the sum insured as recorded in the policy.

The sum insured is reduced by the amount of a claim paid. This does not apply to a continuous policy.

7.3 Indemnification alternatives

Primarily, damaged property is indemnified by having the damaged object repaired. **If the repair costs exceed the value of the property determined in accordance with these indemnification regulations, the indemnity will not exceed the value of the property.**

The expenses for restoring the damaged property 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.**

The insurance company is entitled to acquire equivalent property or repair the damaged property 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 company would have paid the seller for the object or the repairer for the repair costs. When assessing the amount of indemnity, all cash, wholesale, special and other discounts to which the company would have been entitled if it had acquired similar property or had the property repaired are taken into account.**

The insurance company is entitled to redeem the damaged property or part of it at a value determined using the same criteria as before the insurance event.

If part of the lost property is recovered after payment of the indemnity, the policyholder shall immediately surrender that part to the

insurance company or return the indemnity given in respect of it.

7.4 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.

7.5 Costs indemnified in addition to material damage

7.5.1 Costs arising from limiting the loss
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 this insurance.

7.6 Indemnity for loss or damage

7.6.1 Replacement, current and residual value
In the event of loss of or damage to luggage, the amount of indemnity is based on the replacement value, which refers to the cost of acquiring new identical or equivalent property. *If the value of the property has declined by more than 50% of its replacement value as a result of age, use, decrease in utility or similar cause, the amount of indemnity is based on the current*

value of the property. Current value means the market value of the property before the loss. The value of the property subject to age reduction is, however, determined on the basis of the age of the property items as per section 7.6.2.

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

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

Should the property still have some value after the loss, this is taken into account as a deduction in calculating the indemnity. The residual value is determined using the same criteria as for the pre-loss value.

7.6.2 Age reduction for indemnity for loss or damage

The following annual reductions are made from the replacement value, beginning with the second year of use:

Property items	Age reduction per year, %
- household appliances, TV sets, radios, VCRs and other electronic appliances and optical instruments	6
- bicycles	10
- IT equipment (computers with peripherals) and mobile phones with accessories	20
- clothes, accessories, footwear, spectacles and downhill skiing equipment	20

The reduction is computed by multiplying the percentage figure by the number of full calendar years following the year the equipment was first used. *In addition to the reductions, the deductible specified in the insurance policy 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. However, the indemnity for repair costs shall, however, not exceed the value of the property as specified in this section.

7.6.3 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.

TRAVEL LIABILITY INSURANCE

1 THOSE INSURED

Those insured are the policyholder and the persons residing permanently in the same household as the policyholder, *unless otherwise stipulated in the policy.*

2 COVERABLE INSURANCE EVENTS

2.1 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 trip 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.

2.2 Loss or damage caused by a 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.

2.3 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 family of the policyholder, and any loss or damage caused by the family's dog in a direct collision with a motor vehicle.

Restriction:

This regulation does not apply to
- any loss or damage for which another party is liable
- a traffic or other accident caused by avoiding a dog.

2.4 As an exception to section 3.2, the insurance covers damage which has been caused suddenly to the structures or fixed 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 2.1.

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.

2.5. As an exception to section 3.2, the insurance covers any loss sustained by the insured because of damage suddenly caused by him/her to a bicycle, moped, scooter or a corresponding watercraft rented by him/her. 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 such cases, the loss is covered up to a maximum of EUR 340.

2.6 As an exception to section 3.8, the insurance covers loss which is indemnified under section 2.1 and which is caused by a temporary incident or circumstance due to an accidental error.

3 LOSSES EXCLUDED FROM COVER

The insurance does not cover

3.1 loss or damage caused

- to the insured
- to the insured's employee or equivalent, in so far as the person concerned is entitled to compensation under statutory workers' compensation 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 or as a person carrying out duties on board the aircraft or in his/her capacity as the employer of any such persons**

3.8 loss or damage caused gradually by vibration, smoke, soot, gas, moisture, water, sewage or pollution of a body of water, groundwater or soil

3.9 loss or damage caused by a change in the groundwater table

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

3.11 loss or damage caused by the insured in the course of professional, business or wage-earning activity; or loss caused by the insured to his/her employer

3.12 loss or damage caused in connection with an assault or an affray

3.13 a fine or any similar sanction

3.14 loss or damage in so far as this is covered by another valid liability insurance of the insured

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 In any matter covered by this insurance, the 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 The insured shall 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 pays damages or agrees to pay damages for the loss or damage or approves the claim, this does not bind the insurance company unless the amount and basis for the damages are manifestly correct.

4.3 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 company will handle the legal proceedings at its own cost on behalf of the insured in so far as they concern the said damages.

Restriction:

The costs of legal proceedings taking place outside the Nordic countries are indemnified to a maximum of EUR 8 500.

4.4 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 company is not obliged to indemnify for any extra costs incurred thereafter.

5 INDEMNIFICATION REGULATIONS

5.1 The sum insured recorded in the policy is the upper limit of the insurance company's liability in each insurance event.

5.2 Multiple loss or damage caused by a single event or circumstance is considered a single insurance event.

5.3 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 Legal provisions on value added 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, in his/her own value added taxation to deduct 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 PURPOSE OF INSURANCE

The purpose of this 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 4.

The insurance applies to the insured in his/her capacity of traveller in matters related to his/her private life.

2 THOSE INSURED

Those insured are the policyholder and the persons residing permanently in the same household as the policyholder, **unless otherwise stipulated in the policy.**

3 COURTS OF LAW

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

The insurance does not indemnify for expenses in cases which are handled by the administrative authorities or in special courts, e.g. in a provincial State office, an administrative court, the Insurance Court or the Supreme Administrative Court.

4 COVERABLE INSURANCE EVENTS

4.1 Definition of an insurance event

A coverable insurance event refers,

in a disputed or non-contentious civil case,

- to a dispute. 'Dispute' refers to a claim with specified grounds and amount demonstrably and specifically disputed as to its grounds or amount.

in a criminal case,

- to a civil claim made by the insured, disputed as to its grounds or amount
- to a complainant's charges against the insured brought or pursued after the public prosecutor has decided to waive or withdraw charges for the same action. The

charges are considered to have been brought when the complainant's application for a summons has arrived at the office of a district court. The charges are considered pursued when the complainant has notified the court in writing of pursuing the charges after the public prosecutor has withdrawn the charges.

The insurance indemnifies for insurance events occurring during the validity of the insurance.

Restriction:

If the insurance has been valid for less than two years at the time of the insurance event, the matters on which the claim or charge is based must also have taken place during the validity period of the insurance. The validity period means the time the insured's insurance has been continuously valid, with equivalent contents, with one or more insurance companies or associations.

4.2 Single insurance event

A 'single insurance event' refers to an insurance event where

- two or more people covered by this insurance are on the same side in a disputed civil case, criminal case or non-contentious civil case; or
- the insured or those insured have several disputed civil cases, criminal cases or non-contentious civil cases pending which are based on the same event, circumstance, juristic act or infringement or which are based on the same or similar claim with different grounds.

5 RESTRICTIONS RELATED TO INSURANCE EVENTS

The insurance does not cover expenses incurred by the insured in a case

- 1) *where the claim has not been demonstrably disputed;*
- 2) *which is related to the current, earlier, future or planned profession, self-employment, official post, occupation, business or gainful employment, partnership of a commercial enterprise or membership of the administrative bodies of such an enterprise, or other main or ancillary wage-earning activity of the insured or of another insured person living in the same household as the insured;*
- 3) *which is related to investment operations or to an individual investment which exceeded EUR 85 000 when the dispute began or the investment was made;*
- 4) *which is related to guarantee, pledging or other commitment for a loan or commitment by another person for his/her business or gainful employment;*
- 5) *which is related to a loan granted for the business or gainful employment of another person;*
- 6) *which is related to real estate or the relevant part of it, a building, a housing corporation dwelling or rented dwelling other than the insured's permanent home or a holiday home in his/her personal use;*
- 7) *of minor importance to the insured;*
- 8) *in which those insured under this insurance represent opposing parties;*
- 9) *which is related to a claim or receivable transferred to the insured, unless, at the time the dispute arises, two years have elapsed since the transfer;*
- 10) *in which the insured has filed a petition in a criminal procedure, or is being prosecuted by the public prosecutor, or in which the complainant has filed a civil claim against the prosecuted insured while such prosecution is pending;*
- 11) *in which the insured is required to pay damages for a civil claim on account of which he/she has been sentenced or, on the basis of the relevant special provisions, the charges or sentence against him/her have been waived;*
- 12) *in which the insured has submitted a civil claim on account of which he/she*

has been sentenced or, on the basis of the relevant special provisions, the charges or sentence against him/her have been waived;

- 13) *which is related to a restraining order;*
- 14) *which concerns a divorce or the cancellation of registered partnership, or property disputes or other claims connected with a divorce or separation, the termination of marriage-like cohabitation or the cancellation or termination of registered or unregistered partnership;*
- 15) *which is related to the first agreement or decision on the custody or habitation of a child, or maintenance liability or rights of access, or where such matters are handled in conjunction with a divorce or separation, the termination of marriage-like cohabitation or the cancellation or termination of registered or unregistered partnership;*
- 16) *which concerns the appointment of a trustee, or an executor or administrator of an estate;*
- 17) *in which the insured is involved as the owner, holder or driver of a motor vehicle or in which the expenses incurred by the insured are covered under liability insurance;*
- 18) *which is related to a bankruptcy;*
- 19) *which is related to a distraint, execution dispute referred to in the Execution Act, the execution of distraint, or the execution of a decision on the custody of a child or on the rights of access to the child;*
- 20) *which concerns proceedings carried out in accordance with the provisions on company restructuring or the debt rescheduling of private individuals, or the voluntary debt rescheduling of farmers in accordance with the Rural Industries Act;*
- 21) *which demand clarification of whether the expenses incurred from the insurance event reported by the insured are fully or partly coverable under this legal expenses insurance;*
- 22) *which is dealt with as a class action.*

6 MEASURES TO BE TAKEN ON OCCURRENCE OF AN INSURANCE EVENT

6.1 If the insured wishes to use the insurance, he/she shall inform the insurance company thereof in advance and in writing. The insurance company will then send the insured a written indemnity decision.

6.2 The insured shall use a solicitor or other legal counsel as his/her representative.

Restriction:

If the insured does not use any representative at all or uses a representative who is not a Finnish Master of Laws or who does not have equivalent foreign qualifications, no indemnity will be paid.

6.3 The insured shall, during court proceedings or settlement negotiations, require the opposing party to reimburse the insured's legal expenses in full. If the insured has presented to the

opposing party a legal expenses demand that has partly or fully been rejected by a court order, an appeal is to be lodged against the decision in response to the insurance company's demand.

Restriction:

If the insured does not demand his/her legal expenses from the opposing party or if he/she abandons the demand or any part of it without the insurance company's consent or refuses to appeal against the court order on legal expenses, the indemnity which would otherwise be paid out of the insurance may be reduced or denied under the Insurance Contracts Act.

6.4 The insured has no right to approve, in a manner that would be binding on the insurance company, the amount of expenses incurred from handling his/her case.

Restriction:

Any payment by the insured to his/her representative for legal fees and expenses is not binding on the insurance company in its evaluation of inevitable and reasonable litigation costs.

7 INDEMNIFICATION REGULATIONS

7.1 Sum insured

The sum insured recorded in the policy is the upper limit of the company's liability in each insurance event.

7.2 Deductible

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

7.3 Coverable expenses

The insurance covers necessary and reasonable legal expenses incurred by the insured as a result of the insurance event as follows:

7.3.1 Disputed or non-contentious civil cases
Expenses incurred by the insured for use of a legal counsel and presentation of evidence.

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 case can be brought before a district court.

7.3.2 Cases of arbitration or conciliation
Expenses incurred by the insured for use of a legal counsel and presentation of evidence.

Restriction:

Fees and costs of arbitrators and conciliators are not indemnified.

7.3.3 Criminal cases

7.3.3.1 The insured as the complainant
Legal expenses incurred by the insured for use of a legal counsel and presentation of evidence in so far as the court proceedings involved a civil claim made by the insured for other than legal expenses on the basis of a crime.

7.3.3.2 The insured as the defendant
Legal expenses incurred by the insured for use of a legal counsel and presentation of evidence if the case involves charges raised

by the complainant against the insured when the public prosecutor has waived or withdrawn charges for the same action.

7.3.4 Appealing to the Supreme Court

If a permit is required to appeal to the Supreme Court, the costs incurred from the appeal are indemnified under the insurance only if the permit has been granted.

Costs incurred in the use of extraordinary channels of appeal are indemnified only if the Supreme Court has approved the appeal for nullification, reversed the judgement or reinstated a time limit forfeited.

7.3.5 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.

7.4 The amount and calculation of indemnity

The legal expenses indemnified under the insurance are determined in accordance with the relevant provisions of the Procedural Code and the Act on Criminal Proceedings.

If, owing to the admission by interested parties, the court of law has not mentioned legal expenses in its decision, or if the matter has been settled out of court, the coverable expenses are determined by taking into account the expenses normally paid or ordered by a court to be paid in similar cases.

For the use of a legal counsel, the insurance covers a reasonable fee charged by the counsel for his/her work and necessary expenses. In the determination of a reasonable sum for the fees and expenses, the value of the disputed benefit, the difficulty and extent of the case, and the quantity and quality of the work involved are taken into account.

In case the monetary value of a disputed benefit is assessable, the insurance covers, in a disputed or non-contentious civil case and when the insured is a litigant in a criminal case, a maximum of a twofold amount of the disputed benefit. When assessing the amount of benefit, no claims for interest or legal expenses are taken into account. In case 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.

7.5 Expenses not covered by the insurance

The insurance does not cover

7.5.1 any expenses incurred from measures taken prior to an insurance event, 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 opposing party.

7.5.2 any legal expenses of the opposing party which the insured has been ordered, or has agreed, to pay.

The legal expenses of the opposing party which the insured has been ordered to pay are, however, indemnified on the same terms as the insured's own legal expenses

- if the insured has been assisted in the litigation by the Consumer Ombudsman or his/her representative and the handling of the insured's case was significant to the application of the law and in the interest of consumers, or
- if the opposing party of the insured has largely failed to observe a decision of the Consumer Complaints Board, the Insurance Complaints Board or an equivalent body, which in the central issues of the dispute was favourable to the insured.

7.5.3 expenses arising from the enforcement of a ruling or decision

7.5.4 the insured's wasted time, own work, loss of income or earnings, travel or accommodation costs, or any additional costs arising from a change of legal counsel or from any conduct on the part of the insured which has increased costs or caused unnecessary costs

7.5.5 the costs of acquiring an expert legal opinion

7.5.6 costs incurred from reporting a criminal offence or making an investigation request, or from pretrial investigation of a criminal case

7.5.7 costs incurred from matters and evidence which the court of law will not take into account as they have been presented too late

7.5.8 costs caused by the insured or his/her legal counsel by not being present in court, by disregarding the orders of the court, or by entering a plea which they knew or should have known to be unfounded, or costs which they have themselves caused by prolonging the litigation wilfully or through negligence

7.5.9 costs for litigation which the insured or his/her legal counsel initiated without the opposing party giving any cause, or if they have in some other way caused litigation wilfully or through negligence

7.5.10 fees and costs of arbitrators and conciliators.

7.6 Other regulations concerning indemnity

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

Restriction:

Final compensation is paid after the insured has, in response to the insurance company's demand, proved that he/she has paid his/her deductible from the costs and any amount exceeding the sum insured into the same bank account of the legal counsel into which any indemnity is paid out of the insurance.

7.6.2 The insurance company's liability to pay indemnity will be reduced by any expenses compensation which the insured's opposing party has been ordered by the court or has undertaken to pay to the insured, provided that it has been possible to collect this sum from the party liable for payment.

7.6.3 If the opposing party has been ordered by the court or has undertaken to pay expenses compensation to the insured and this remains unpaid at the time the indemnity is paid, the insured is obliged, before the indemnity is paid, to transfer his/her right to the said compensation to the insurance company, up to the sum indemnified.

If the insured has had to pay a proportion of the costs him/herself because they exceeded the maximum indemnity under section 7.1, the insured is obliged to transfer to the insurance company that part of the expenses compensation collected from the opposing party which is in excess of the part paid by the insured him/herself.

7.6.4 If the expenses compensation the opposing party has been ordered or has agreed to pay has been paid to the insured or it has otherwise been taken into consideration in the insured's favour, the insured must return the expenses compensation cum interest to the insurance company up to the amount of compensation paid out of the insurance.

GENERAL TERMS OF CONTRACT

The general terms of contract apply to all the types of insurance included in this insurance contract. They apply to both insurance of the person and non-life insurance, unless the heading or text of an individual section indicates that it applies only to insurance of the person or only to non-life insurance.

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 said matters are dealt with. The insurance contract is also subject to certain provisions of the Insurance Contracts Act not entered in these general terms of contract.

1 KEY CONCEPTS

Insurance of the person is insurance which has a natural person as the insurance object. Traveller's insurance is an insurance of the person.

Non-life insurance is insurance taken out to indemnify for a loss incurred from material damage, an obligation to pay damages, or other financial loss. Non-life insurance includes luggage insurance, travel liability insurance and legal expenses travel insurance.

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

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

The insurer is Eurooppalainen Insurance Company Ltd. In these terms and conditions, the insurer is referred to as the insurance company.

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

The insurance period is the agreed period recorded in the policy during which the insurance is valid.

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

The insurance event is the event for which compensation is paid under the insurance.

The safety regulation is the obligation to observe regulations about a device, procedure or other arrangement recorded in the non-life 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 THE INSURANCE CONTRACT

2.1 Insurance company's obligation to disclose information (§§5 and 9)

Prior to concluding the insurance contract, the insurance company will provide the insurance applicant with the essential information on such matters as the insurance company's own types of insurance, premiums and insurance terms and conditions, so that the applicant can evaluate

his/her insurance needs and choose the most suitable insurance cover. The insurance company will also bring to the applicant's attention the most important restrictions on the insurance cover. In distance selling of insurance products, the insurance company shall also provide consumers with the advance information referred to in paragraph 6a of the Consumer Protection Act.

If the insurance company or its representative has failed to provide the policyholder with the necessary information when marketing the insurance or has provided him/her with erroneous or misleading information, the insurance contract will be considered valid in the form that the policyholder has had reason to understand it in the light of the information he/she received.

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

Prior to the insurance being granted, the policyholder and the insured shall 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 shall also correct without undue delay any information provided to the insurance company by him/her which he/she has found to be erroneous or deficient.

If the policyholder or the insured 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.

2.3 Failure to disclose information

2.3.1 Insurance of the person (§24)

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 would have granted the insurance only against a higher premium or otherwise on terms other than those agreed, the insurance company's liability is restricted to that which corresponds to the agreed premium or the terms on which the insurance would have been granted.

The consequences of the policyholder's or the insured's failure to disclose information under insurance of the person as stated above will not apply if the result is clearly unreasonable from the point of view of the policyholder or other party entitled to the compensation.

2.3.2 Non-life insurance (§§23 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 under non-life insurance, the 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 shall be taken into account when reduction or disallowance is being considered. In addition, the policyholder's and

the insured's intent or the type of negligence and other circumstances shall be taken into account.

3 BEGINNING OF THE INSURANCE COMPANY'S LIABILITY AND VALIDITY OF THE INSURANCE CONTRACT

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

The insurance company's liability commences on the date agreed jointly by the parties and entered in the insurance policy. If no starting date has been agreed, the insurance company's liability starts when the policyholder or the insurance company has submitted or sent an affirmative reply to the offer of the other contracting party.

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

- *always in the case of a fixed-period travel insurance,*
- *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 payment slip will have an entry to this effect.

If the policyholder has submitted or sent a written insurance application to the insurance company and if it is clear that the insurance company would have approved the application, the insurance company also assumes liability for an insurance event which occurs 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 clarification of the time of day 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. If another insurance is added to the contract, the insurance premium and other terms of contract for this insurance are determined according to the starting date of this new insurance.

In insurance of the person, the insured's state of health is assessed and his/her age calculated on the basis of his/her state of health and age at the time he/she gave or submitted the insurance application. The insurance company will not reject an application for insurance of the person on the grounds that an insurance event has occurred or that the state of health of the person for whom the application is made deteriorated after the application documents were submitted or sent to the insurance company.

3.3 Validity of the 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 13.

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 13.

3.3.3 Fixed-period insurance contract

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 under sections 4.2, 13.1 and 13.2.

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

4 PREMIUM

4.1 Premium payment (§38)

The insurance premium must be paid within one month of the date on which the invoice was sent by the insurance company to the policyholder. However, the initial premium need not be paid before the start 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 under section 3.1, in which payment of the premium is a precondition for the beginning of the insurance company's liability.

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. The premium is, however, used for the insurance contract to which the payment slip refers, and to pay for the longest outstanding receivable of the contract, unless the policyholder has otherwise prescribed 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 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 states 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.

However, the contract expires three months from the end of the notice period, at the latest. The notice of termination states this option concerning continuation of the insurance for a fixed period. **The policyholder must notify the insurance company in writing, and at the latest during the notice period, about the financial difficulties referred to here.**

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

The insurance company is entitled to compensation for costs incurred from the collection of insurance premiums under the Debt Collection Act. If the insurance company has to collect an unpaid insurance premium through legal action, it is also entitled to be recompensed for the statutory fees and expenses incurred from legal proceedings.

The insurance company can transfer its receivables for collection by a third party.

4.3 Reinstatement of terminated insurance of the person (§43)

If a contract of insurance of the person has expired as a result of non-payment of other than the initial premium, the insurance regains its validity if the policyholder pays the outstanding premium within six months of termination of the insurance. The insurance company states this option in its notice of termination.

If the insurance regains its validity, the insurance company's liability commences on the day following payment.

4.4 Payment of a delayed non-life insurance premium (§42)

If the policyholder pays a non-life insurance premium in full after the insurance has expired, the insurance company's liability commences on the day following payment. In this case, the insurance is valid from the time the insurance regained validity until the end of the insurance period originally agreed.

However, if the insurance company does not wish to see the validity of the expired insurance renewed, the insurance company will, within 14 days of payment of the premium, notify the policyholder that it will not accept the payment.

4.5 Returning premium at the termination of a contract (§45)

If the insurance expires before the date agreed, the insurance company is entitled only 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 is not returnable in the circumstances listed below in this section or when the policyholder or the insured has acted fraudulently in the circumstances referred to under section 2.2.

The premium is not returned separately if the returnable sum is smaller than the sum in euros recorded in the Insurance Contracts Act.

The insurance company charges a minimum premium for travel insurance as entered in the insurance policy.

4.6 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.

4.7 Fixed-term insurance contract

Of the provisions under section 4, only provisions 4.1 and 4.5 will apply to a fixed-term insurance contract.

5 DISCLOSURE OF INFORMATION DURING VALIDITY OF CONTRACT

5.1 The insurance company's obligation to disclose information (§§6, 7 and 9)

Upon entering into an insurance contract, the insurance company issues the policyholder with an insurance policy and the insurance terms and conditions. In distance selling of insurance products to consumers, however, the provisions of paragraph 6a, section 11 of the Consumer Protection Act shall apply. During the validity of the insurance, the insurance company notifies the policyholder annually in writing about the sum insured and any other insurance-related matters which are of obvious relevance to the policyholder.

If, during the validity period of the insurance, the insurance company or its representative has provided deficient, erroneous or misleading information on the insurance, the insurance contract will be considered valid in the form that the policyholder has had reason to understand it in the light of information he/she was given, provided that such deficient, erroneous or misleading information can be regarded to have influenced the policyholder's conduct. However, this does not apply to information provided by the insurance company or its representative on future compensation payable after an insurance event has occurred.

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

5.2.1 Insurance of the person (§27)

In the case of insurance of the person, the policyholder shall notify the insurance company of any changes which are important in assessing the insurance company's liability. The insurance company must be notified of any such changes without delay and at the latest when the next premium following the change is paid. A change resulting in increased risk can be, for instance, residence abroad of the insured for over a year on a continuous basis.

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.

The consequences of failure to notify the insurance company of the risk in insurance of the person as stated above will not, however, apply if this is clearly unreasonable

for the policyholder or other party entitled to compensation.

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

In the case of non-life insurance, the policyholder shall notify the insurance company of any essential change, during the insurance period, in the circumstances stated at the time of concluding the contract or in the state of affairs recorded in the 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 change without delay and at the latest when the next premium following the change is paid.

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 can reduce or disallow the 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.

6 OBLIGATION TO PREVENT AND LIMIT LOSS OR DAMAGE IN NON-LIFE INSURANCE

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

The insured shall observe the safety regulations recorded in the policy, or 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 can 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 the compensation. The insured's intent or 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 shall, 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 an outside party, the insured shall take the necessary action to uphold the insurance company's right against the tortfeasor. The insured shall, for instance, attempt to establish the identity of the tortfeasor. If the loss or damage resulted from a punishable act, the insured shall, without delay, report it to the police and sue the offenders if the insurance company's interest so requires. The insured shall, in other ways, too, observe all instructions given by the insurance company aimed at preventing and restricting loss or damage.

The insurance company will indemnify for reasonable expenses incurred in fulfilling the above salvage obligation even if the sum insured would thus be exceeded.

If the insured has wilfully or through negligence which cannot be deemed minor failed to observe the salvage obligation

referred to above, the insurance company can reduce or disallow the compensation payable to him/her. The effect of the insured's failure to observe the obligation on the occurrence of the loss or damage is taken into account in considering whether to reduce or disallow compensation. The insured'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)

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

However, if the insured has wilfully or through gross negligence failed to observe the safety regulations or the salvage obligation, or if the insured's use of alcohol or other intoxicant has contributed to the negligence, the 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's use of alcohol or other intoxicant has contributed to the negligence, the insurance company will nevertheless pay from the liability insurance the part of the compensation which the natural person who has suffered the loss or damage has been unable to collect because of the insured's state of insolvency as authenticated by distraint or bankruptcy.

7 CAUSING AN INSURANCE EVENT

7.1 Insurance of the person

7.1.1 Insurance event caused by the insured (§28)

The insurance company is released from liability to the insured if the insured has wilfully caused the insurance 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 (§29)

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

8 IDENTIFICATION IN NON-LIFE INSURANCE (§33)

The conditions stated above concerning the insured with regard to causing an insurance event, observing the safety regulations or the salvage obligation 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 safety regulations.

9 CLAIMS SETTLEMENT PROCEDURE

9.1 Duties of claimant (§§69 and 72)

The claimant shall 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 acquire and submit to the insurance company the said documentation and information at his/her own cost, unless stated otherwise in the terms and conditions or agreed otherwise elsewhere.

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

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

If the claimant has, after the insurance event, fraudulently provided the insurance company with erroneous or deficient information which is of importance in investigating the insurance

event and assessing the insurance company's liability, the compensation can be reduced or disallowed, depending on what is reasonable in the circumstances.

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

9.2 Limitation on right to obtain compensation (§73)

A claim shall be presented to the insurance company within one year of the date on which the claimant was informed of his/her right to obtain compensation and, at the latest, within 10 years of the occurrence of the insurance event. Making notification of the insurance event is comparable to presentation of the claim. If the claim is not presented within the said period, the claimant loses his/her right to obtain compensation.

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

After the occurrence of an insurance event, the insurance company is under obligation to provide the claimant (e.g. the insured, the beneficiary and, in circumstances listed under section 14.4 in liability insurance, the person who has suffered injury, loss or damage) 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, one month from the date on which it received the documentation and information necessary for the assessment of its liability. If the amount of the compensation is disputed, the insurance company will nonetheless pay any undisputed part of the compensation in the said period.

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

The insurance company will notify the city administrative court in the locality of a legally incompetent person of any compensation payable to the legally incompetent person for losses other than expenses or loss of property.

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

9.4 Setoff against compensation

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

10 LODGING AN APPEAL AGAINST A DECISION TAKEN BY THE INSURANCE COMPANY

The policyholder or claimant has at his/her disposal several different ways of appealing

against a decision taken by the insurance company. If the matter remains unsettled after he/she has contacted the insurance company, he/she can ask for advice and counselling from the Finnish Insurance Ombudsman Bureau or request a decision recommendation from the relevant board. A policyholder or claimant who is dissatisfied with the insurance company's decision may also bring action against the insurance company in court.

10.1 Right to correct

If a policyholder or a claimant suspects that the insurance company has made a mistake in its 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.

10.2 Finnish Insurance Ombudsman Bureau and boards issuing recommendations

If the policyholder or claimant is dissatisfied with the insurance company's decision, he/she may ask the Finnish Insurance Ombudsman Bureau for advice and counselling. The Bureau is an impartial body whose function is to advise consumers in insurance and claim matters. The insurance company's decision can be submitted to the Insurance Complaints Board operating in conjunction with the Finnish Insurance Ombudsman Bureau. The Board's function is to make recommendations for decisions in disputes which concern interpretation and application of the law and insurance terms and conditions in an insurance relationship. The insurance company's decision can also be submitted to the Consumer Complaints Board, which provides recommendations for decisions on the basis of consumer protection legislation.

These boards will not handle a case while it is pending or when a ruling has been given in court. The counselling services and board statements are free of charge.

10.3 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 the district court in his/her domicile in Finland, in the domicile of the insurance company or in the place of loss in Finland, unless otherwise prescribed by Finland's international agreements.

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.

11 INSURANCE COMPANY'S RIGHT OF RECOVERY (§75)

The insured's right to claim damages from a third party which is held liable transfers to the insurance company up to the amount of the compensation paid by the insurance company. If the loss or damage was caused by a natural person as a private person, or as an employee, a civil servant or any other person referred to in chapter 4, section 1 of the Damages Act, the right of recovery will be transferred to the insurance company only in the case that the person in question caused the insurance event willfully or through gross negligence or is legally

required to pay damages regardless of the nature of his/her negligence.

In the case of compensation paid under insurance of the person, the insurance company has the right of recovery vis-à-vis a third party only in the case of compensation paid for loss of property or costs incurred from illness or accident.

12 ALTERING THE INSURANCE CONTRACT

12.1 Altering the terms of contract during the insurance period

12.1.1 Insurance of the person (§§20, 25 and 27)

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

- 1) **the policyholder or the insured has wilfully or through negligence which cannot be deemed minor failed to observe his/her obligation to disclose information as referred to under section 2.2, and if the insurance company, had it been given the correct and complete information, would have granted the insurance only against a higher premium or on terms other than those agreed on, or**
- 2) **during the insurance period, a change as referred to under section 5.2 has occurred in the circumstances as reported by the policyholder or the insured to the insurance company at the time the contract was entered into, and the insurance company would only grant the insurance against a higher premium or on other terms in these changed circumstances.**

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.

12.1.2 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 with 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, in writing and without undue delay, of how and as of what date the premium or other terms of contract will be altered. The notification will state that the policyholder has the right to cancel the insurance.

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

Notification procedure

The insurance company has the right to alter the insurance terms 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 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 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 the paying-in form, notify the policyholder of the changes in the insurance premium and other terms of contract. The notification will 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.

The insurance contract may also change in accordance with section 12.3 concerning index regulations.

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 of termination will be sent one month before the end of the insurance period at the latest.

12.3 Effect of the index

In the case of traveller's insurance, the sums insured recorded in the insurance policy are linked to the consumer price index. If, however, the sum insured is not expressed in euros owing to the type of compensation, the insurance premium is linked to the consumer price index.

In the case of luggage insurance, travel liability insurance and legal expenses travel insurance, the sums insured recorded in the insurance policy are linked to the consumer price index.

In the case of travel insurance, the deductible recorded in the insurance policy is also linked to the consumer price index.

Insurance which, in the insurance policy, has no reference to any index is not index-linked.

13 TERMINATION OF INSURANCE CONTRACT

13.1 Policyholder's right to terminate the insurance (§12)

The policyholder has the right, at any time, to terminate the insurance contract during the insurance period. **The notice of termination must be given in writing. Any other notice is invalid.** If the policyholder has not specified a termination date for the insurance, the insurance will terminate on the date the notice was submitted or sent to the insurance company. The policyholder does not, however, have the right to terminate the insurance contract if the agreed validity period of the contract is less than 30 days.

13.2 The insurance company's right to terminate the insurance during the insurance period

13.2.1 Insurance of the person (§§25 and 7)

The insurance company has the right to terminate the insurance during the insurance period if

- 1) **the policyholder or the insured has wilfully or through negligence which cannot be deemed minor failed to observe his/her obligation to disclose information as referred to under section 2.2, and the insurance company, had it been given the correct and complete information, would have refused to grant the insurance altogether;**
- 2) **the policyholder or the insured has acted fraudulently in observing his/her obligation to disclose information as referred to under section 2.2 and, regardless of this, the insurance contract is binding on the insurance company on the basis of the said section;**
- 3) **the policyholder has wilfully or through negligence which cannot be deemed minor failed to observe his/her obligation to notify about any increase in risk, as referred to under section 5.2, and the insurance company, due to the changed circumstance, would no longer have continued the validity of the insurance, unless the notice of termination of the insurance would lead to a clearly unreasonable situation for the policyholder or some other party entitled to compensation;**
- 4) **during the insurance period, a change as referred to under section 5.2 has occurred in the circumstances as reported by the policyholder or the insured to the insurance company at the time the contract was entered into, and the insurance company would no longer grant the insurance in the changed circumstances.**

13.2.2 Non-life insurance (§15)

The insurance company has the right to terminate the insurance during the insurance period 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 has wilfully or through gross negligence failed to observe the safety regulations;**

4) **the insured has wilfully or through gross negligence caused the insurance event; or**

5) **the insured has, after the insurance event, fraudulently submitted to the insurance company erroneous or deficient information which is of importance in assessing the insurance company's liability.**

13.2.3 Procedure

Having been informed of grounds for permitting termination, the insurance company will give notice of termination in writing and without undue delay. The insurance contract will terminate one month from the time the notice was sent.

The insurance company's right to give notice of termination of insurance as a result of an outstanding insurance premium is defined under section 4.2.

13.3 The insurance company's right to terminate the insurance at the end of the insurance period

13.3.1 Insurance of the person (§17)

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

If no agreement has been made about the premium period, the insurance company has the right to terminate the insurance as of the end of the calendar year. The notice of termination will be sent one month before the end of the premium period at the latest or, if no agreement has been made about the premium period, one month before the end of the calendar year at the latest.

Notice of termination of the insurance cannot, however, be given if the grounds are that the state of health of the insured has deteriorated since the time the policy was taken out, or that an insurance event has occurred.

13.3.2 Non-life insurance (§16)

The insurance company has the right to terminate a non-life insurance contract 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.

14 RIGHTS OF A THIRD PARTY IN NON-LIFE INSURANCE

14.1 Other insured parties who benefit from property insurance (§62)

In addition to what is otherwise prescribed in these insurance terms and conditions concerning the insured, a property insurance contract is valid for the benefit of the owner, the person who has purchased the property under a provision regarding reservation of

title, the holder of a right of lien and a right of retention, or some other party who bears the risk pertaining to the property.

14.2 Position of the insured after an insurance event has occurred (§65)

Against the insured as referred to under the previous section, the insurance company will, for reduction or disallowance of the compensation, appeal to failure of the policyholder or other insured to observe the obligation to disclose information (section 2.2) or to notify of an increase in risk (section 5.2) only if the insured as referred to under section 14.1 knew or should have known, prior to the insurance event, of the conduct of the policyholder or other insured.

Every insured is entitled to compensation on the occurrence of an insurance event. The policyholder may, however, negotiate with the insurance company, in a manner which is binding on the insured, and collect compensation, unless the name of the insured has been entered in the contract or the insured has declared that he/she will assert his/her rights, or the case concerns a mortgage holder's right to be paid from the compensation.

14.3 Priority to compensation (§66)

If property insurance is valid in favour of a person who has right of lien over the property as security for a receivable, he/she is entitled, even if the receivable is not overdue, to a payment from the compensation before the owner, provided that the owner has not rectified the loss or set collateral for its rectification. What is stated here will correspondingly apply in favour of a person who is entitled to retain the property as security for an overdue receivable.

In receiving payment from the compensation, the owner has priority over a person who has bought the property on a provision regarding reservation of title.

14.4 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 liability insurance, to claim compensation in accordance with the insurance contract from the insurance company directly if the insured has been declared bankrupt or is otherwise insolvent. If the insurance company is presented with a claim, it will notify the insured thereof without undue delay and reserve him/her an opportunity to explain the insurance event. The insured shall also be notified about 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.

14.5 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 Insurance Complaints Board or the Consumer Complaints Board as provided under section 10.

15 APPLICABLE LAW

All insurance contracts are subject to Finnish law.

16 OTHER MATTERS DEALT WITH IN THE INSURANCE CONTRACTS ACT

The following matters are also dealt with in the Insurance Contracts Act:

Scope of application (§1)

Peremptory nature of provisions (§3)

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

Irresponsibility and emergency (§36)

Limitation on liability in certain cases in insurance of the person (§37)

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

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

Beneficiary (§§49-53)

Distraint in accident insurance and health insurance (§55)

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

Double insurance (§§59-60)

Payment to wrong person (§71)

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

POHJOLA

SERVICE NUMBERS

Insurance and claims settlement service,
savings and investment 0303 0303

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