



**EUROOPPALAINEN**

# SUPEREURO TRAVEL INSURANCE

Travel insurance terms and conditions  
and general terms of contract

Valid as of 1 January 2011

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# 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 insurance policy.

## COMMON PROVISIONS

### 1 TERRITORIAL SCOPE OF VALIDITY

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

- on journeys abroad throughout the world, *unless otherwise stipulated in the policy,*
- *in Finland, the insurance cover is valid on journeys made to places which are more than a straight-line distance of 50 kilometres from the home, place of work or study, and holiday home of the insured. The insurance cover is not, however, valid in the above-mentioned places, nor on journeys between them.*

### 2 PERIOD OF VALIDITY

*The insurance cover is valid on journeys lasting a maximum of three months. If an unbroken journey lasts longer than this, the insurance cover will cease to be valid after three months from the date of departure from Finland. An unbroken journey or stay abroad is not considered to have been interrupted through a 14-day visit to the insured person's home country if the insured intends to return to the same destination.*

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 STAY ABROAD ON VALIDITY

For the travel insurance cover to be valid, the insured person must be resident in Finland for over six months a year.

If the insured does not fulfil this requirement for two years in a row, the travel insurance cover will expire one year after the end of the insurance period during which the insured for the first time travelled abroad in order to stay there for a period of over six months.

### 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, or caused by material, equipment or weapons based on nuclear reaction or ionising radiation, regardless of where the nuclear accident occurred*

- *war or armed conflict. This restriction will not be applied within 10 days following the start of armed operations, unless a major war is concerned or the insured participated in the said operations.*

Through a supplementary agreement and at an additional premium, luggage insurance and medical expenses indemnity under traveller's insurance are also valid during war or armed conflict. *The supplementary agreement does not, however, extend the scope of cover to major wars or situations where the insured has participated in the said operations.*

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

## TRAVELLER'S INSURANCE

### 1 CONTENT OF INSURANCE

The insurance covers travel illness which begins or travel 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 illness or travel accident
- daily benefit for travel accident
- handicap benefit for travel accident
- death benefit for travel accident.

Medical expenses indemnity includes not only an expenses indemnity for travel illness or travel accident but also an indemnity for cancellation or interruption of a journey, 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 the insured are stated in the insurance policy.

### 2 THOSE 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 the 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 to or cancellations of it must be submitted to the insurance company in writing.

### 4 EFFECT OF THE INSURED'S AGE ON VALIDITY

A fixed-term traveller's insurance can be granted to persons under the age of 86.

Continuous traveller's insurance cover expires at the end of the insurance period during which the insured reaches the age of 70.

### 5 VALIDITY IN SPORTS AND CERTAIN OTHER ACTIVITIES

*5.1 The insurance does not cover illness, injury or death sustained in sports games or matches arranged by a sports association or sports club, nor does it 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*
- *weightlifting movements*
- *powerlifting movements*
- *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 and downhill skiing, or skiing on unprepared slopes or outside marked slopes*
- *skimbat or kite surfing*
- *ocean yachting*
- *research expeditions or treks to mountains, jungle, deserts or wilds, or other uninhabited areas abroad.*

5.3 The insurance can also be extended to cover the sports and activities mentioned above in section 5.2 ('sports extension') under a supplementary agreement and at an additional premium. The extension does not apply to sports games or matches arranged by a sports association or sports club; nor

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

does it apply to training arranged according to a training programme or to training typical of the sports.

## 6 TRAVEL ILLNESS

### 6.1 Travel illness

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

### 6.2 The following are not covered as travel illness

- *mountain sickness*
- *illness caused by abuse of medicine or use of alcohol or other intoxicant*
- *pregnancy, child birth or termination of pregnancy or related illnesses or complications, unless it is a sudden change in the pregnancy that requires immediate care during the journey and if the change according to general medical experience was not likely or predictable*
- *infertility examination or treatment and related complications.*

## 7 TRAVEL ACCIDENT AND RESTRICTIONS

### 7.1 Travel accident, exertion and movement

#### 7.1.1 Travel accident

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

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

#### 7.1.2 Exertion and movement

In addition to travel injuries, the insurance also covers strain injuries of muscles and ligaments immediately caused during the journey by a sudden, particular and singular exertion and movement, for which medical treatment was given within 14 days of the occurrence of the injury. Indemnity is paid for a maximum of six weeks from the occurrence of the strain injury. Neither MRI scans nor surgery will be indemnified as treatment expenses following a strain injury caused by sudden exertion and movement.

### 7.2 Injuries which are not covered as travel accidents

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

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

**covered according to section 8.1.4 of these terms and conditions.**

- *suicide or attempted suicide.*

**Travel 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 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 accident

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

## 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 illness or travel accident sustained by the insured.

**Treatment expenses incurred from a travel illness are covered for a maximum of 120 days from the onset of treatment. Treatment expenses incurred from a travel 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 sudden change in the state of the illness during the journey are also covered insofar as such a change or worsening was not likely or expected on the basis of general medical experience. **In these cases, only acute, emergency-type treatment given at the destination for a maximum of one week from the outset of treatment is covered.**

Treatment expenses are covered **insofar 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 insurance 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 Medicines agency 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 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 accident or travel 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 journey 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 the insured does not accept the suggested arrangement, the insurance company undertakes to indemnify for expenses incurred from treatment given abroad up to an amount corresponding to expenses incurred from repatriation of the insured to Finland and treatment given 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.**

Costs incurred by the insured person using his/her own car are covered as reasonable or necessary expenses to the maximum amount of motor vehicle travel costs specified under the decree issued by the Ministry of Social Affairs and Health on the basis of the Health Insurance Act.

Subject to the insurance company's advance approval, coverable treatment expenses for travel illness or travel 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, physical treatment or other comparable treatment with the exception of the situations specified in the last item of section 8.1.2 above**
- **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**
- **medical equipment, other aids or artificial limbs**
- **expenses arising from treatment of an addiction to drugs, alcohol, medicine, nicotine or other similar substance, or from treatment of other types of addiction**
- **costs of acquiring orthopaedic bandages and braces.**

8.1.4 Treatment expenses incurred from dental injury and acute toothache

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

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

**8.2 Other indemnities included in medical expenses cover**

8.2.1 Indemnity for cancellation of a journey

The insurance covers cancellation of a journey, 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 the 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 journey is caused by a compelling reason such as a serious, unexpected and sudden illness, a serious 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, daughter- or son-in-law, or a single companion with whom the insured has jointly in Finland reserved a journey 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 conditions, as follows:

- In case of cancellation of package tours arranged in compliance with the package Travel Act, office expenses as per the general terms and conditions of package tours.

- In case of cancellation of tours arranged in compliance with the special terms and conditions referred to in the general terms and conditions for package tours, reasonable expenses are covered, but not more than 75% of the tour price.

For cancellation of other travel services, contractual expenses paid in advance are covered up to a maximum total of EUR 1,000 per journey and per insured person.

**Cancellation of a journey is not covered if**

- **the insurance contract has been concluded later than three days prior to the beginning of the journey**
- **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 journey**
- **the sudden illness was caused by abuse of medicine or use of alcohol or 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 interruption of a journey

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

- an illness or an accident suffered by the insured during the journey. The compelling nature of 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 journey will only be covered if the travel illness or travel 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 a serious, unexpected and sudden illness, a serious 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 spouse or common-law spouse, daughter- or son-in-law, or a single companion with whom the insured has jointly in Finland reserved a journey that departs from Finland. The compelling nature of the reason is assessed on medical grounds.

Where a journey is interrupted, the insurance covers

- unavoidable additional travel and accommodation expenses incurred by the insured during the journey
- reasonable travel expenses approved by the insurance company for a new journey to the same destination if such a journey 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 journey is interrupted due to hospital treatment or untimely return of the insured. **Indemnity for days lost on account of hospital treatment is only paid to an insured who is hospitalised.** If the insured who is hospitalised is under 15 years of age and the

treatment of the travel 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 journey paid in advance. Indemnity is not paid if the journey 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 journey begins. The lost travel days are calculated correspondingly, as of the commencement of hospital treatment or of interruption of the journey until hospital treatment ceased, but not beyond the date the journey 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 journey and lost more than half of his/her travel days due to untimely return as a result of his/her spouse's travel 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 of that child's parents who accompanied him/her on the interrupted 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 journey arranged by the same tour operator, the price of which must not exceed the total price for the interrupted journey or the journey lost due to hospitalisation. The maximum amount of indemnity for a new journey 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 journey must begin within one year of the first day of the interrupted journey. The new journey is personal and cannot be transferred to another person.**

A package tour is defined here as a journey which is subject to the general terms and conditions of package tours or corresponding foreign terms and 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 journey to a foreign destination or the departure point for a connecting flight to a foreign destination 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 road 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 for a foreign destination as scheduled, but not more than the price of that leg of the original journey that was cancelled. **These expenses are only covered up to a maximum of EUR 1,700.**

If the insured is too late to take part in a journey to a foreign destination, the price of the journey that was cancelled because of the delay will be covered or, in the event that the journey is only partly cancelled, the part of the price for the entire journey that corresponds to the cancelled part of the journey. **These expenses are, however, only 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 journey to a foreign destination owing to the insured being unable to use the intended public conveyance for reasons mentioned under section 8.2.3. Expenses compensation up 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 only to the extent that the tort-feasor 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 tort-feasor is unknown or found unable to pay damages.**

If the tort-feasor is summoned before a court, the insured must claim damages from him/her if the insurance company so requires. In such cases, the insurance company will pay the insured'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 journey, the insurance will cover reasonable expenses for 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 when the insured suffers loss of working capacity due to a travel accident which occurred during the validity of the daily benefit cover.

The compensation paid for total 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 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 1-20, with class 20 corresponding to full handicap and class 1 to the smallest coverable handicap. **The smallest handicap as per class 1 only applies to eye and finger injuries in accordance with the handicap classification decision.**

The benefit for full, permanent handicap as per class 20 is paid as a lump sum equal to the sum insured valid at the time the travel accident occurred. For partial, permanent handicap, the benefit is paid as a lump sum equal to as many twentieths of the sum insured as indicated by the handicap class. **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 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. However, no benefit already paid will be recovered.

### 8.5 Death benefit

The right to death benefit arises if the insured dies owing to a travel accident which occurred during the validity of the death benefit cover. The benefit paid is equal to the sum insured valid when the travel 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 an 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 company must also be provided with an address for payment of compensation, and where necessary, a travel ticket or other documentation concerning the journey.

### 9.2 Medical expenses indemnity

The claimant must him/herself pay the medical treatment expenses due to travel illness and travel accident sustained in Finland and claim reimbursement of the expenses under the Health Insurance act. Claims under the Health Insurance act must be submitted to the Social Insurance Institution within six months of paying the expenses. The claimant must provide the insurance company with the original receipt for the reimbursement paid by the Social Insurance Institution, plus copies of original receipts submitted to the Social Insurance Institution. Originals of the receipts for expenses which have not been reimbursed under the Health Insurance act or some other law, must also be submitted to the insurance company.

For medical treatment expenses incurred elsewhere than in Finland, the claimant must submit to the insurance company the original invoices or receipts concerning the travel illness or travel accident.

### 9.3 Cancellation or interruption of a journey

The claimant must submit to the insurance company the original receipts for additional expenses, an extract from the population register for evidence of family relationship, and any 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 journey.

### 9.4 Missed departure or delay

The claimant must submit to the insurance company a statement on the insurance event given by the transport service contractor 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 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 investigation costs

Under loss investigation costs, the insurance covers the fee for a police investigation report and the estimate of repair costs required by the insurance company, and the cost for emergency or claims settlement services 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 insurance policy.

## 3 PROPERTY INSURED

Luggage means property of the insured taken along on or acquired during a journey. The insurance covers luggage up to the maximum total of the sum insured stated in the insurance 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 500 if kept in a locked safedeposit 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**
- **tools used in gainful employment, tele- and photocopiers, or files and software contained in IT equipment**
- **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 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
- 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 journey. **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 journey up to a maximum of EUR 170 in total.

## 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**
- **sports equipment or sports gear occurring while being used for its intended purpose, except where the loss or damage is caused by negligence of a third party**
- **theft of valuables kept in a motor vehicle, trailer, boat, outside boot of a motor vehicle or trailer, pannier of a vehicle or a tent**
- **theft of optical instruments, electronic equipment and electric tools kept in a trailer, outside boot of a motor vehicle or trailer, pannier of a vehicle or a tent. However, this exclusion does not apply to theft of optical instruments, electronic equipment and electric tools from caravans.**
- **any loss arising from luggage disappearing or being left behind.**

Valuables include jewellery, precious metal objects, furs, valuable collections and works of art.

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 journey 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 must comply with the safety regulations given in the insurance policy, insurance terms and conditions, or otherwise provided in writing. If the insured fails to comply with the safety regulations, any compensation 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 spaces  
The doors, windows, hatches and other entrances to storage spaces for moveable property must be closed in a manner providing protection against theft and burglary. The closing must be effected in such a way that the storage space cannot be entered without damaging the structures or locks of the storage space.

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

When property is kept in a hotel room, passenger cabin or similar accommodation space, any valuables or objects or equipment worth more than eur 800 must be kept in a fixed and separately locked space. In these safety regulations, valuables include jewellery, precious metal objects, furs, valuable collections and works of art.

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 streets, bus and railway stations, marketplaces, restaurants, shops, lobbies of hotels or other accommodation establishments, beaches, sports fields, public conveyances, popular tourist sites and public assemblies.

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 moveable property in a motor vehicle, trailer, boat, outside boot of a vehicle or trailer or pannier of a vehicle, these must be locked. The property must also be placed or covered in such a way that it cannot be seen by an outsider, unless he/she breaks into the storage space. The boot or pannier must be locked or fastened to the vehicle or trailer in such a way that it cannot be unfastened without using tools. a trailer used for storing property must be locked with a device which prevents it from being coupled to a drawing vehicle or locked in such a way that it is clearly difficult to move.

When storing a child's pram outside the home, accommodation facilities or related storage spaces, the pram must be kept under supervision or be locked in such a way that it is clearly difficult to move.

Property must not be left in tents without supervision.

In public conveyances, cash, other payment instruments, securities and valuables must be carried as hand luggage. valuables include jewellery, precious metal objects, furs, valuable collections and works of art.

Cash, other payment instruments and securities must not be left in a hotel room, passenger cabin or similar accommodation, and they must be carried as hand luggage in public conveyances.

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

6.2.3 Further regulations concerning sports and leisure equipment

Bicycles must 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 must be observed.

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

Corrosive and staining substances and bottles and packages containing liquids must 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 an insurance event

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

The claimant must 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, and the recipient of indemnity. Examples of such documents are a police investigation report, a notice of a crime and a receipt for the acquisition of the damaged object. Any crime must be reported to the police without delay.

#### 7.1.2 Documents and the cost of obtaining them

The claimant must, if so requested, provide the insurance company with a police investigation report. The insurance company will refund the costs of the police investigation report and any other official documents it has requested for the claims handling.

When the insured claims indemnity for a loss due to theft of a bicycle, the loss report submitted to the insurance company must be accompanied by the police official's copy of the crime report filed.

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

#### 7.1.3 Investigation of loss or damage and safekeeping of the damaged object

The insurance company must be given the opportunity to assess the loss or damage. The fact that the insurance company inspects or assesses the loss does not prove that the loss is coverable under the insurance.

**A damaged object must not be disposed of without special reason. Spectacles broken beyond repair must be handed in to the insurance 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 insurance 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 insurance 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 indemnity, the policyholder must immediately surrender that property to the insurance company or return the relevant indemnity.

### 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 values

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 depreciated by more than 50% of its replacement value as a result of age, use, decrease in usability or similar cause, the amount of the indemnity is based on the current value of the property.** Current value refers to the market value of the property before the loss occurred. **The value of the property subject to age reduction is, however, determined on the basis of the age of property items as indicated in section 7.6.2.**

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

Indemnity based on replacement value is paid in two instalments. Indemnity is paid first on the basis of current value. 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 defined on the same bases as the pre-loss value.

#### 7.6.2 Age reduction on 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	10
- digital cameras	20
- other electronic appliances and optical instruments	10
- bicycles, motor tools and machinery and outboard motors	10
- IT equipment (computers), mobile phones with accessories and other data terminal equipment	25
- spectacles, clothes, accessories, footwear, sports equipment and sports gear	25

The reduction is computed by multiplying the percentage figure by the number of full calendar years following the year the equipment was first used. 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. The indemnity for repair costs must not, however, 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

The travel liability insurance is subject to the common provisions for travel insurance policies.

## 1 THOSE INSURED

Those insured are the policyholder and persons residing permanently in the same household as the policyholder, unless otherwise stipulated in the insurance 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 journey and for which the insured is liable under existing law, provided that the liability derives from an act or negligence that has taken place during the insurance period.

2.2 Loss or damage caused by a child is covered even when the child is not liable to pay damages because of his/her age. Contrary to section 7 of the General Terms of contract, the insurance also covers wilful loss or damage caused by a child under the age of 12.

### **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 rented or owner-occupied dwelling used for the permanent accommodation of the insured and his/her family and for which the insured is liable under section 2.1. Damage caused to the structures or fixed equipment of a hotel suite is also covered. Rented residential buildings are not considered rented dwellings.

### **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 Contrary 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 temporarily 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 the cases referred to above, loss is covered up to a maximum of EUR 340.**

2.6 contrary 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 the equivalent insofar as the person concerned is entitled to compensation under statutory workers' compensation or motor 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 road 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 or damage 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 insofar 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, negotiate with the claimant and pay the indemnity required by the loss.

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

### **Restriction:**

**If the insured makes good the loss, agrees thereon or accepts the claim, this will not be binding on the insurance company, unless the amount and basis of 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 insurance company will handle the legal proceedings at its own cost on behalf of the insured insofar as they concern the said damages.

### **Restriction:**

**The costs of legal proceedings 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 insurance company is not obliged to indemnify for any extra costs incurred thereafter.

## 5 INDEMNIFICATION REGULATIONS

**5.1 The maximum compensation payable in any one insurance event is the sum insured specified in the insurance policy.**

5.2 Multiple loss or damage caused by the one and same 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 VAT 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 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 persons residing permanently in the same household as the policyholder, unless otherwise stipulated in the insurance policy.

## 3 COURTS OF LAW

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

*This means that the insurance does not cover expenses in cases which are handled by the administrative authorities or by special courts, e.g. a State Provincial Office, an administrative court, the Insurance Court or the Supreme Administrative Court. Nor does the insurance cover expenses in cases handled by the European Human Rights Court, the European Union Court of Justice or the European Union Court of First Instance.*

## 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. A 'dispute' refers to a claim specified as to its grounds and amount which has been 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. Charges are considered to have been brought when the complainant's application for a summons has arrived at the office of a district court. 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 this insurance alone or consecutively together with other terminated legal expenses insurance policies with equivalent contents, has been continuously*

*valid for the benefit of the insured. However, if, on the occurrence of an insurance event, the insured has several effective legal expenses insurance policies, only this insurance will be taken into account when determining the validity period of the insurance.*

### 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, selfemployment, 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 a 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 a 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 a registered or an unregistered partnership*
- 15) *hich is related to the custody or habitation of a child, maintenance liability for or rights of access to a child*
- 16) *which concerns the appointment of a trustee, a special representative or an executor or administrator of an estate, or the release of such an appointed person from his/her duties*
- 17) *in which the insured is involved as the owner, possessor or driver of a motor vehicle or in which the expenses incurred by the insured are covered under liability insurance*
- 18) *which relates to a bankruptcy*
- 19) *which is related to a distraint, an execution dispute referred to in the Execution Act, or the execution of distraint, or the execution of a decision on the custody of a child and on the rights of access to a 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 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 must inform the insurance company thereof in advance and in writing. The insurance company will then send the insured a written claim settlement decision.

6.2 The insured must be represented by a solicitor or other legal counsel.

**Restriction:**

*No indemnity will be paid if the insured decides not to use any representative at all or selects one who is not a Finnish Master of Laws or does not have equivalent foreign qualifications.*

6.3 The insured must, 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 is partly or fully rejected by a court order, an appeal must be lodged against the decision if so required by the insurance company.

**Restriction:**

*If the insured does not demand the opposing party to pay for the legal expenses or relinquishes the demand in part or full 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 the 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 necessary and reasonable litigation costs.**

## 7 INDEMNIFICATION REGULATIONS

### 7.1 Sum insured

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

### 7.2 Deductible

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

### 7.3 Coverable expenses

The insurance covers necessary and reasonable legal expenses as follows:

#### 7.3.1 Disputed or non-contentious civil cases

Expenses incurred by the insured for use of 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.

If the matter has been handled as a conciliation case by a court of law, the insurance will also cover the insured's portion of the fee and expenses for an assistant to the conciliator calculated per capita of the parties to the dispute.

#### 7.3.2 Cases of arbitration or conciliation

Expenses incurred by the insured for use of 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 legal counsel and presentation of evidence insofar 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 legal counsel and presentation of evidence if the case involves charges pursued 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 for appealing 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 code of Judicial Procedure and the Criminal Procedure Act.

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 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.

**If 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, up to double the amount of the disputed benefit. When assessing the amount of benefit, no claims for interest or legal expenses are taken into account. If the dispute concerns a repeated payment, the maximum sum considered is ten times a single payment.**

### 7.5 Expenses not covered by the insurance

The insurance does not cover

**7.5.1 expenses incurred from measures taken before the 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 adverse 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 or in the interest of consumers, or
- if the opposing party of the insured has largely failed to observe a decision of the Consumer Disputes 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 expert legal opinion**

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

**7.5.7 expenses 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 failing to appear in court, by disregarding court orders, 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 unnecessary litigation wilfully or through negligence**

**7.5.10 fees and costs of arbitrators and conciliators**

### 7.6 Other provisions 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 the deductible on the costs and any amount exceeding the sum insured into the same bank account of the legal counsel into which any indemnity from the insurance is to be paid.**

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 under the insurance.

If the insured has had to pay a proportion of the costs 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 proportion paid by the insured.

7.6.4 If the expenses compensation that 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 with 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 types of insurance included in the 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 non-life insurance.

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

## 1 KEY CONCEPTS

Insurance of the person, or personal insurance, is insurance by which a natural person is covered. Traveller's insurance is insurance of the person.

Non-life insurance is a policy taken out to cover a loss incurred due to material damage, an obligation to pay damages, or other financial loss. 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 the insurance terms and conditions.

Policyholder is a party who has concluded an insurance contract with the insurer.

The insurer is Eurooppalainen Insurance Company Ltd. In these terms and conditions, the insurers are referred to as the insurance company. The insurers under the contract are stated in the insurance policy.

Insured is a party who is covered by personal insurance or for whose benefit non-life insurance is valid.

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

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

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

Safety regulation is the obligation to observe regulations on 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 AN INSURANCE CONTRACT

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

Prior to concluding an insurance contract, the insurance company will provide the insurance applicant with relevant 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 the most relevant insurance exclusions to the applicant's attention.

In distance selling of insurance products, the insurance company must also provide consumers with the advance information referred to in chapter 6 a of the Consumer Protection Act. Distance selling refers to selling insurance policies, for example, over the telephone or on the internet.

If the insurance company or its representative has failed to provide the policyholder with any necessary information when marketing its insurance or has provided him/her with incorrect 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 Policyholder's and insured party's obligation to disclose information (§§22, 23 and 24)

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

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

### 2.3 Failure to disclose information

2.3.1 Insurance of the person (§§24 and 34)  
If the policyholder or the insured person has wilfully or through negligence which cannot be deemed minor failed in his/her obligation to disclose information under personal insurance, and the insurance company would have refused to grant the insurance altogether had the full and correct information been provided, the insurance company is released from liability. If the insurance company had granted the insurance only against a higher premium or otherwise on terms other than those agreed, the insurance company's liability is restricted to what corresponds to the agreed premium or the terms on which the insurance would have been granted.

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

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

If the policyholder or the insured person has wilfully or through negligence which cannot be deemed minor failed in his/her obligation to disclose information under non-life insurance, compensation payable under the insurance can be reduced or disallowed. The effect of the incorrect or insufficient information provided by the policyholder or the insured person on the occurrence of the loss or

damage is taken into account in considering whether the compensation is to be reduced or disallowed. The policyholder's and the insured person's intent or the nature of negligence and other circumstances will also be taken into account.

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

## 3 COMMENCEMENT OF THE INSURANCE COMPANY'S LIABILITY AND VALIDITY OF THE INSURANCE CONTRACT

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

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

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

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

The insurance bill contains a mention to this effect.

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

An insurance application or an affirmative reply which the policyholder has submitted or sent to the insurance company's representative is considered to have been submitted or sent to the insurance company. If there is no indication of the time of the day when the reply or application was submitted or sent, it is considered to have taken place at 12.00 midnight.

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

The insurance premium and other contract terms are determined in accordance with the policy anniversary. If new insurance is added to the contract, the premium and other terms of contract for this insurance are determined in accordance with the date of inception of the added insurance.

Under insurance of the person, the insured person'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 personal insurance 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 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 may also terminate for other reasons referred to in clauses 4.2 and 15 below.

#### **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 may also terminate for other reasons referred to in clauses 4.2 and 15 below.

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

A fixed-period insurance contract is valid for the agreed insurance period. However, the insurance may terminate during the insurance period on grounds specified in clauses 4.2, 15.1 and 15.2 below.

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

## **4 INSURANCE PREMIUM**

### **4.1 Premium payment (§38)**

The insurance premium must be paid within one month of the date on which the bill for the premium was sent by the insurance company to the policyholder. However, the initial premium need not be paid before the commencement of the insurance company's liability, nor the subsequent premiums before the beginning of the agreed premium period or insurance period, except in circumstances described in clause 3.1 above, whereby the insurance company's liability will not commence until the premium has been paid. If some of the insurance company's liability commences at a later date, the related premium will not need to be paid before said liability commences.

The premiums of individual insurance policies included in the same insurance contract are combined into a single premium to be invoiced in one or several instalments as agreed. If a premium resulting from an alteration made to the insurance contract has not been combined with the instalments agreed previously, this premium will be invoiced separately. The insurance premium paid for this insurance contract is divided among all individual policies in proportion to the ratio of the premium paid to the billed amount in such a way that all continuous insurance policies are valid until the same date.

If payment by the policyholder is not sufficient to cover all the insurance company's insurance premium receivables, the policyholder has the right to decide for which of the outstanding premiums he/she wishes to use the money. However, the payment is used for the insurance

contract to which the bill refers and to pay for the oldest outstanding amount under this contract, unless the policyholder has specified otherwise in writing.

### **4.2 Delayed premium (§39)**

If the policyholder has neglected to pay the premium in part or in full by the due date as referred to in clause 4.1 above, the insurance company has the right to terminate the insurance contract in 14 days' time 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 will not cease to be effective at the end of the notice period. The insurance company will state this option in its notice of termination.

If the delay in 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 insurance will expire in three months' time after the end of the notice period, at the latest. The notice of termination states this option to continue the insurance for a fixed period. The policyholder must notify the insurance company in writing of the financial difficulties referred hereto during the notice period at the latest.

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

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

The insurance company may transfer outstanding amounts 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 terminated 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 will state this option in its notice of termination.

If the insurance regains its validity, the insurance company's liability will commence 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 terminated, the insurance company's liability will commence on the day following payment. In such a case, the insurance is valid from the date of its reinstatement until the end of the insurance period originally agreed.

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

### **4.5 Refund of premium upon termination of a contract (§45)**

If the insurance terminates 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 will be 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 cases stated below in this clause or if the policyholder or the insured person has acted fraudulently in the circumstances referred to in clause 2.2 above. However, the premium will not be returned separately if the returnable euro amount is smaller than that mentioned in the Insurance Contracts Act.

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

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

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

### **4.7 Fixed-period insurance contract**

A fixed-period insurance contract is subject only to clauses 4.1 and 4.5 under 4.

## **5 DISCLOSURE OF INFORMATION DURING VALIDITY OF CONTRACT**

### **5.1 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, if these terms and conditions have not already been given to the policyholder. In distance selling of insurance products to consumers, however, the provisions of chapter 6 a, section 11 of the Consumer Protection Act shall apply.

During the validity of the insurance, the insurance company will annually notify the policyholder of the sum insured and any other insurance-related matters of obvious relevance to the policyholder (annual bulletin).

If, during the validity period of the insurance, the insurance company or its representative has provided insufficient, incorrect 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 the information he/she was given, provided that such insufficient, incorrect or misleading information can be regarded as having 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)**

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

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

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

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

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

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

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

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

#### 5.3 Decrease in risk of loss

If the risk of loss has decreased to such an extent that it has a bearing on the insurance

contract, the company is responsible, having been informed thereof by the policyholder, for adjusting the premium and the insurance terms and conditions to correspond to the changed circumstances as of the date of the change, and at the earliest as of the beginning of the current insurance period.

### 6 OBLIGATION TO PREVENT AND MITIGATE LOSS OR DAMAGE UNDER NON-LIFE INSURANCE

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

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

#### 6.2 Obligation to prevent and mitigate loss or damage (duty of salvage) (§§32, 34 and 61)

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

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

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

#### 6.3 Failure to observe the safety regulations and the duty of salvage under liability insurance (§§31 and 32)

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

However, if the insured person has wilfully or through gross negligence failed to observe the safety regulations or the duty of salvage, or if the insured person's use of alcohol or other intoxicant has contributed to the

negligence, compensation may be reduced or disallowed. If the insured person has through gross negligence failed to observe the safety regulations or the duty of salvage or if his/her use of alcohol or other intoxicant has contributed to the negligence, the insurance company will nevertheless pay under the liability insurance that portion of the compensation which the natural person who has suffered the loss or damage has been unable to collect because of the insured person's state of insolvency as authenticated by distraint or bankruptcy.

### 7 CAUSING AN INSURANCE EVENT

#### 7.1 Insurance of the person

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

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

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

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

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

If a person has caused the occurrence of an insurance event through gross negligence or if he/she was at such an age or in such a state of mind the he/she could not have been sentenced to punishment for a crime, the person may be entitled to full or partial compensation or benefit only if considered reasonable in view of the circumstances in which the occurrence of the insurance event was caused.

If the insured person has died, other parties entitled to compensation or benefits are paid that part of the compensation or benefits 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 any insured person who has wilfully caused an insurance event.

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

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

#### 7.3 Occurrence of an insurance event under liability insurance (§§30 and 34)

If the insured person has caused an insurance event through gross negligence or if his/her use of alcohol or other intoxicant has contributed to the insurance event, the insurance company will nevertheless pay under the liability insurance that part of the compensation which

the natural person who has suffered the loss or damage has been unable to collect because of the insured person's state of insolvency as authenticated by distraint or bankruptcy.

## **8 IDENTIFICATION WITH ANOTHER PERSON UNDER NON-LIFE INSURANCE (§33)**

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

- 1) who, with the consent of the insured person, is responsible for a motor-driven or towed vehicle, vessel or aircraft covered by the insurance;
- 2) who, jointly with the insured person, owns the insured property and uses it jointly with him/her; or
- 3) who co-habits with the insured person and uses the insured property jointly with him/her.

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

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

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

## **9 IRRESPONSIBILITY AND EMERGENCY (§36)**

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

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

## **10 BENEFICIARY CLAUSE**

### **10.1 Beneficiary (§47)**

The policyholder has the right to name a person (beneficiary) who is entitled to compensation instead of the policyholder or the insured person. The policyholder may change or cancel the beneficiary clause if the insurance event to which the clause was to be applied has not occurred.

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

## **10.2 Form of the beneficiary clause**

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

## **11 CLAIMS SETTLEMENT PROCEDURE**

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

The claimant 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 obtain and submit to the insurance company said documentation and information at his/her own expense, unless otherwise stipulated in the terms and conditions or agreed otherwise.

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

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

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

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

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

### **11.2 Time limitation on claims (§73)**

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

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

After the occurrence of an insurance event, the insurance company is under an obligation to provide the claimant (eg the insured person, the beneficiary and, in circumstances listed in clause 15.4 in liability insurance, the person who has suffered injury, loss or damage) with information on the contents of the insurance and the claim procedure. Any advance information that may have been given to the claimant on the compensation, its amount or method of payment will not affect the obligation to pay compensation stated in the insurance contract.

The insurance company will pay the compensation resulting from the insurance event in accordance with the insurance

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

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

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

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

### **11.4 Setoff against compensation**

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

## **12 LODGING AN APPEAL AGAINST A DECISION TAKEN BY THE INSURANCE COMPANY (§§ 8, 68 AND 74)**

The policyholder or claimant has several ways of appealing against a decision taken by the insurance company. If his/her matter remains unsettled after he/she has contacted the insurance company, he/she can ask for advice and counselling from the Finnish Financial Ombudsman Bureau or request a recommendation for the decision 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.

### **12.1 Right to correct**

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

### **12.2 Finnish Financial 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 Financial Ombudsman Bureau for advice and counselling. The Bureau is an impartial body tasked with advising consumers in insurance and claims matters. The insurance company's decision can be submitted to the Finnish Insurance Complaints Board within the Bureau. The Board is tasked with issuing 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 Disputes Board, which provides recommendations for decisions on the basis of consumer protection legislation.

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

### 12.3 District court

If the policyholder or claimant is dissatisfied with the insurance company's decision, he/she may bring action against the insurance company in the district court of his/her domicile in Finland, of the insurance company's domicile or of the place of loss in Finland, unless otherwise provided 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 of the insurance company's decision and the time limit. The right to bring action ceases once the time limit has expired.

Handling of a case by any of the above-mentioned boards will interrupt the limitation period for the right to bring action.

## 13 INSURANCE COMPANY'S RIGHT OF RECOVERY (§75)

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

The insured person's right to claim damages from a third party which is held liable transfers to the insurance company up to the amount of compensation paid by the insurance company.

If the loss or damage was caused by a third party as a private person or as an employee, a civil servant or any other person comparable to these as referred to in Chapter 3, Section 1 of the Tort Liability Act, the right of recovery will be transferred to the insurance company only if the person in question caused the insurance event wilfully or through gross negligence or is held liable regardless of the nature of his/her negligence.

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 due to illness or accident.

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

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

## 14 ALTERING AN INSURANCE CONTRACT

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

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

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

- 1) the policyholder or the insured person has wilfully or through negligence which cannot be deemed minor failed to observe his/her obligation to disclose information as referred to in clause 2.2 above, and if the insurance company, had it been given the correct and full information, had granted the insurance only against a higher premium or otherwise on terms other than those agreed;

- 2) the policyholder or the insured person has acted fraudulently in observing his/her obligation to disclose information as referred to in clause 2.2 above and, regardless of this, the insurance is binding on the insurance company on the basis of this clause due to the adjustment of the consequences of the failure to disclose information; or
- 3) during the insurance period, a change as referred to in clause 5.2 above has occurred in the circumstances reported by the policyholder or the insured person to the insurance company at the time of concluding the contract, and the insurance company would have granted the insurance only against a higher premium or on otherwise other terms in the event that the circumstance related to the insured person would already have corresponded to the change when the insurance company granted the insurance.

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

#### 14.1.2 Non-life Insurance (§18)

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

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

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

### 14.2 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 conditions, and premiums and other terms of contract at the end of the insurance period on the basis of

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

The insurance company also has the right to make minor changes to the insurance terms and conditions and other terms of contract provided that the changes do not affect the primary content of the insurance contract.

If the insurance company alters the insurance contract as outlined above, it will, when sending an insurance bill, notify the policyholder of the changes in the insurance premium and other terms of contract. This notification will state that the policyholder has the right to terminate 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 after the date the notification was sent.

The insurance contract may also change in accordance with clause 14.3 below 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 included in the insurance, it must give written notice of termination of the insurance effective 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.

### 14.3 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, a certain type of compensation does not have a sum insured in euros, 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.

The deductible recorded in the insurance policy is also linked to the consumer price index.

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

## 15 TERMINATION OF INSURANCE CONTRACT

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

The policyholder has the right to terminate the insurance contract anytime during the insurance period. Notice of termination must be given in writing. Notice of termination given in any other manner shall be null and void. If the policyholder has not specified a later termination date for the insurance, the insurance will terminate on the date the notice was submitted or sent to the insurance company. However, the right of termination does not exist if the agreed period of validity of the insurance contract is shorter than 30 days.

### 15.2 Insurance company's right to terminate the insurance during the insurance period

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

The insurance company has the right to give notice of termination of the insurance during the insurance period if

- 1) the policyholder or the insured person has wilfully or through negligence which cannot be deemed minor neglected his/her obligation to disclose information as referred to in clause 2.2 above, and the insurance company, had it been given correct and complete information, had refused to grant the insurance altogether;

- 2) the policyholder or the insured person has acted fraudulently in observing his/her obligation to disclose information as referred to in clause 2.2 above and, regardless of this, the insurance contract is binding on the insurance company on the basis of that clause;
- 3) during the insurance period, a change as referred to in clause 5.2. above has occurred in the circumstances reported by the policyholder or the insured person to the insurance company at the time of concluding the contract, and the insurance company would not have granted the insurance in the event that the circumstance related to the insured person would already have corresponded to the change when the insurance company granted the insurance;
- 4) the insured person has wilfully caused the insurance event; or
- 5) the insured person has, after the insurance event, fraudulently provided the insurance company with incorrect or insufficient information relevant to the assessment of the insurance company's liability.

#### 15.2.2 Non-life Insurance (§15)

The insurance company has the right to give notice of termination of the insurance during the insurance period if

- 1) the policyholder or the insured person has, before the insurance was granted, provided incorrect or insufficient 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 substantially 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 person to the insurance company at the time of concluding the contract, and which the insurance company cannot be deemed to have taken into account when concluding the contract;
- 3) the insured person has wilfully or through gross negligence failed to observe the safety regulations;
- 4) the insured person has wilfully or through gross negligence caused the insurance event; or
- 5) the insured person has, after the insurance event, fraudulently provided the insurance company with incorrect or insufficient information relevant to the assessment of the insurance company's liability.

#### 15.2.3 Procedure

After having been informed of the grounds for permitting termination, the insurance company will give written notice of termination without undue delay. Notice of termination has a mention of the grounds for termination. The insurance contract will terminate in one month's time from the date the notice was sent.

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

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

#### 15.3.1 Insurance of the person (§17a)

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

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

However, notice of termination of the insurance may not be given if the grounds are that the state of health of the insured person has deteriorated since the time the policy was taken out, or that an insurance event has occurred.

#### 15.3.2 Non-life Insurance (§16)

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

## 16 RIGHTS OF A THIRD PARTY UNDER NON-LIFE INSURANCE

### 16.1 Persons covered by property insurance (§62)

In addition to what is otherwise stipulated herein concerning the insured person, a property insurance contract is valid for the benefit of the owner of the property concerned, any party that has bought the property with reservation of title, any pledgee or holder of a lien on the property and any other party exposed to the risk that the property is lost or damaged.

### 16.2 Position of the insured person after the occurrence of an insurance event (§65)

Against the insured person as referred to in clause above, the insurance company will, for reduction or disallowance of compensation, refer to failure of the policyholder or other insured person to disclose information (clause 2.2) or to notify of an increase in risk (clause 5.2) only if the insured person as referred to in clause 15.1 knew or should have known, prior to the insurance event, of the conduct of the policyholder or the other insured person.

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

### 16.3 Priority to payment from compensation (§66)

If property insurance is valid in favour of a person who has right of lien on the property in security for a receivable, he/she is entitled, even if the receivable is not overdue, to payment from the compensation before the owner unless the owner has rectified the loss or placed collateral for its rectification. The above also applies in favour of a person who is entitled to retaining the property in 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.

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

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

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

A person who has suffered injury, loss or damage has the right to bring action against the insurance company regarding a claim settlement decision taken by the insurance company or to submit the matter to the Finnish Insurance Complaints Board or the Consumer Disputes Board as provided in clause 11 above.

## 17 APPLICABLE LAW

All insurance contracts are subject to Finnish law.

## 18 OTHER MATTERS COVERED BY THE INSURANCE CONTRACTS ACT

The Insurance Contracts Act also covers the following matters:

Scope of application (§1)

Peremptory nature of the provisions (§3)

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

Irresponsibility and emergency (§36)

Limitations on liability in certain events (§37)

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

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

Beneficiary clause (§§47–50 and 53)

Execution under accident insurance and health insurance (§55)

Recovery to bankrupt estate under insurance of the person (§56)

Double insurance (§§59 and 60)

Payment to wrong person (§71)

Insurance company's right of recovery vis-à-vis the policyholder, the insured person or a person identifiable with the insured person (§75, paragraph 4).