

Travel insurance terms and conditions and general terms of contract, 1 April 2018

SuperEuro Travel Insurance

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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 policy document.

Common provisions

1 Territorial scope

The policies are valid throughout the world for travel abroad and in Finland, unless otherwise stipulated in the policy document.

- A journey abroad refers to a journey outside Finland. It begins when the insured person leaves their home, workplace, place of study or holiday home in Finland and ends when they return to any of the aforementioned places. However, the insurance policies are not valid in the aforementioned places, nor on journeys between them. Travel in Finland associated with a journey abroad is part of the trip abroad when the journey continues without interruption from the aforementioned places abroad or from abroad back.
- A domestic journey refers to a trip in Finland when the journey is made to a destination which is more than a straight-line distance of 50 kilometres from the insured person's home, place of work or study, or holiday home. It begins when the insured person leaves their home, workplace, place of study or holiday home in Finland and ends when they return to any of the aforementioned places. However, the insurance policies are not valid in the aforementioned places, nor on journeys between them.

2 Validity

Traveller's insurance is valid for no more than three months from the beginning of the journey. Traveller's insurance for a journey that has begun will cease to be effective no later than three months from the date when the journey began, even if the journey continues.

A journey abroad that has begun is not considered to end, i.e. a journey or stay abroad is not considered to have been interrupted on account of a visit to Finland of less than 30 days, if the journey from which the insured person has returned has continued without interruption for more than three months and the insured person intends to return to the same destination. Illnesses that have started or accidents that have occurred during a visit to Finland are not coverable as travel illnesses or accidents on a journey abroad.

3 Effect of residence on insurance validity

An insured person must have a factual and permanent home municipality and residence in Finland, under the Municipality of Residence Act and the Population Information System, at the time of the occurrence of the insurance event in order to be entitled to compensation under the insurance they have taken out.

4 High-risk areas, nuclear accident and aviation accident

Traveller's insurance is not valid in a country or area to which the Ministry for Foreign Affairs of Finland recommends avoiding travelling or which the Ministry for Foreign Affairs recommends leaving.

However, this exclusion will not apply

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

Through a supplementary contract and an additional premium, the medical expenses cover under traveller's insurance is also valid in a country or a part of the country to which the Ministry for Foreign Affairs of Finland recommends avoiding travelling or which the Ministry for Foreign Affairs recommends leaving, even if the insured person's travel illness or injury is due to the reason for which the Ministry issued its recommendation. Extending the cover to include a high-risk area does not, however, extend the cover to a major war or situations in which the insured person participated in a war or an armed conflict. Despite the extension, the cover is not valid either if the insured person has participated in peace-keeping operations organised by the United Nations, the European Union or another community or organisation, or some other military operation.

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

In the event of illness, injury or death occurring in connection with an aviation accident, the traveller's insurance does not, neither in hobby nor in professional aviation, cover pilots or any other persons who are members of the flight crew or persons carrying out other duties relating to the flight. Aviation sports, however, may be insured separately as stated in clause 5.3 of the traveller's insurance. The insurance does not, however, ever cover professional aviation.

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 a travel illness or a travel accident
- handicap benefit for a travel accident
- death benefit for a travel accident.

Medical expenses indemnity includes not only an expenses indemnity for a travel illness or a 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 insured person are stated in the policy document.

2 The insured

Those insured are the persons named in the insurance policy.

Those insured also include family members and grandchildren under 15 years of age travelling with the insured, but only under one traveller's insurance at a time. The types of compensation valid for these persons are the same as those chosen for the insured persons recorded in the insurance policy document.

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 person's age on validity

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

5 Validity in sports and certain other activities

In motor sports, motor liability insurance is the primary source of compensation for losses covered under motor liability insurance, as against the medical expenses indemnity under traveller's insurance.

5.1 The insurance does not cover illness, injury or death sustained in competitions 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
- air sports, such as parachuting, gliding, hot air ballooning, hang-gliding or flight in ultralight, experimental or home-built aircraft
- 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 cover can also be extended to cover the sports and activities mentioned above in sections 5.1 and 5.2 (sports extension) under a supplementary agreement at an additional premium.

6 Travel illness

6.1 Travel illness

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

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, childbirth 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 and which causes bodily injury.

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

7.1.2 Exertion and movement

In addition to travel injuries, the insurance also covers strain injuries to 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 Excluded from coverage 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
- an 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, a rupture of an Achilles tendon, long head of biceps tendon or rotator cuff, 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 psychological 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 due to a travel illness or travel accident sustained by the insured person.

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

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

Treatment expenses are only covered insofar as they are not or would not have been coverable under the Health Insurance Act or under some other legislation.

In any single 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
- costs for medicinal products and wound dressings sold in pharmacies
- daily hospital charges
- reasonable expenses for travelling 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
- costs for physiotherapy prescribed by a physician to recover from a fracture or surgery or plaster treatment. Physiotherapy is also covered in knee and shoulder illnesses or injuries in which physiotherapy is applied instead of surgery. However, physiotherapy is only covered for a maximum of 10 sessions per travel illness or accident.
- costs of the acquisition of an orthopaedic brace if it was the first orthopaedic brace that was acquired after a coverable operation or accident. In cases like this, these expenses are only covered up to EUR 500 per operation or accident.

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 require 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, below the reasonable level.

Costs incurred by the insured person using their 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 and maintenance costs for one close relative to visit the insured and return home if, according to the treating physician, the insured is in a life-threatening condition.
- 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

Medical expenses indemnity does not cover

- examination or treatment provided by a physiotherapist, foot therapist, chiropractor, osteopath, naprapathy practitioner, masseur or other equivalent health care professional, with the exception of physiotherapy specified above in clause 8.1.2
- expenses incurred from spending time or staying at a place providing rehabilitation services or any actual services used
- costs of acquiring micronutrient, mineral, nutritive or vitamin preparations, basic skin creams or lotions or equivalent, 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 the acquisition of an orthopaedic brace, unless it is the first orthopaedic brace that was acquired after a coverable operation or accident. In cases like this, too, these expenses are only covered up to EUR 500 per operation or accident.

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 an 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 person'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 person's property in Finland.

Furthermore, the insured is entitled to compensation if the cancellation of a journey is caused by a compelling reason such as a serious, unexpected and sudden illness, serious accident or death suffered by the insured person's

- spouse
- co-resident common-law spouse
- child, adopted or foster child
- child of spouse or common-law spouse
- grandchild
- parents
- spouse's parents, adoptive parents or grandparents
- siblings
- siblings of spouse
- daughter- or son-in-law
- one 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.

We compensate expenses paid in advance for which the insured person is responsible according to the tour operator's or other service provider's terms and conditions, and which the tour operator or other service provider is not obliged to return by law, or under the travel terms and conditions or other conditions.

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

The indemnity for travel cancellation is a maximum total of EUR 3,000, but no more than the price of the original journey.

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 an intoxicant, or
- the reason for the cancellation was the insured person's fear of contagious diseases or 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 person's property in Finland.

The insured person'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 person 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, serious accident or death suffered by the insured person's

- spouse
- co-resident common-law spouse
- child, adopted or foster child
- child of spouse or common-law spouse
- grandchild
- parents
- spouse's parents, adoptive parents or grandparents
- siblings
- siblings of spouse
- daughter- or son-in-law
- one 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 the 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 they have lost over half of their travel days, they can be given a new tour instead of the per diem indemnity if they so desire.

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 their travel days due to untimely return as a result of their spouse's travel illness or accident, provided that they held a valid traveller's insurance with Eurooppalainen. When a child under 15 years of age is entitled to a new package tour, one or other parent who accompanied them on the interrupted tour will also be entitled to a new tour, provided that 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.

A package tour refers to a package to which the Act on packages and linked travel arrangements or corresponding foreign law is applied in terms of organisation and sale.

8.2.3 Indemnity for missed departure

The insured is indemnified for missed departure if they fail 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 they were 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 travel and accommodation expenses required to make sure the insured will be able to depart for a foreign destination as scheduled. These expenses are, however, only covered up to EUR 2,000.

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. This compensation, however, will not exceed EUR 2,000.

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 they are 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 EUR 34 is paid for each six-hour period or part thereof exceeding the qualifying period. Such compensation is paid up to EUR 340 per insured.

8.2.5 Indemnity for bodily injury due to an assault offence

If the insured person has suffered bodily injury abroad as a result of assault or some other intentional act of violence, they are indemnified for pain and suffering and loss of earnings only to the extent that the party responsible for causing the loss 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 them if the insurance company so requires. In such cases, the insurance company will pay the insured person'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 their profession or carrying out their 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 of repatriation to Finland or reasonable funeral expenses abroad. These expenses will be paid regardless of the cause of death.

8.3 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 their 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 decree issued by the Government on the basis of the Occupational Accidents, Injuries and Diseases 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 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.

8.4 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 pay the medical treatment expenses themselves before claiming for compensation from the insurance company. Original payment receipts must be submitted upon request to the insurance company.

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

six months of paying the medical treatment expenses. The claimant must upon request provide the insurance company with the original receipt for the reimbursement paid by the Social Insurance Institution, plus copies of original receipts submitted to the Social Insurance Institution.

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

9.3 Cancellation or interruption of 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 person'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 person must also submit original receipts for expenses incurred.

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 Insured property

Luggage means property of the insured person 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 100 when carried by the insured person, and up to a total of EUR 500 if kept in a locked safe deposit box.

Exclusions:

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, photographs and drawings
- professional equipment or files and software included in IT storage devices
- manuscripts, collections and their parts
- removal goods or separate consignments
- animals or plants.

4 Coverable insurance events

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

4.2 Irrespective of the sum insured, the insurance covers

- any reasonable expenses incurred in searching for lost luggage, provided the luggage had been entrusted to a hotel, haulage or transport company, tour operator or similar
- any reasonable 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 person has reached the destination of their outward journey. These expenses will be indemnified up to a maximum of EUR 100 per day or part thereof and to a maximum total of EUR 400 per person insured.
- travel, accommodation and telephone costs incurred from the theft of travel tickets, visa or passport during a journey to a maximum of EUR 200.

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
- breakage of 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

9.5 Death

For payment of death benefit, the claimant must submit to the insurance company the death certificate for the insured person, 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 inquiry costs, the insurance covers the fee for a police investigation record and the estimate of repair costs required by the insurance company, and the cost for emergency or claims service approved by the insurance company in advance.

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.

- 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 restriction does not apply to theft of optical instruments, electronic equipment and electrical 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 150 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 other instructions in writing. If the insured fails to comply with the safety regulations, any compensation payable to them may be reduced or disallowed under clause 6 of the general terms of contract.

6.2 Protective measures against theft and burglary

6.2.1 Property in a building, in the home, in accommodation facilities and in related storage space

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 places may not be left or hidden in the vicinity of these premises and places. The lock must be changed or re-keyed immediately if there is reason to believe that the key is held by an unauthorised person.

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 person must be continuously supervised. The insured must not leave their 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 or outside boot of a vehicle or trailer or pannier of 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 they break 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 tools. A trailer used for storing prop-

erty 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 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 another 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 in 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 make a claim

7.1.1 Notification of an insurance event

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

The claimant must provide the insurance company with documents and information necessary for the assessment of the insurance company's liability. These include documents and information that confirm the occurrence of loss, the extent of the loss, and the recipient of compensation. 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 police investigation report must be supplied to the insurance company upon request. The insurance company will refund the costs of the police investigation report and any other official documents it has requested for the claims handling.

When the insured person 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 Examination of loss or damage and safekeeping of the damaged object

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

A damaged object must not be disposed of without special reason. Spectacles broken beyond repair must be 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 or, with respect to mobile devices, by providing an equivalent replacement device. However, if the repair or replacement 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 person 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 person 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, within two years of the insurance event, the damaged property be either repaired or replaced by new property of the same type or by property intended for the same purpose.

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

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

7.6.2 Age reduction for indemnity for loss or damage

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

Property	Age reduction per year, %
household appliances	10
digital cameras	20
other electronic appliances and optical instruments	10
bicycles, engine-driven tools and machinery and outboard motors	10
IT equipment, such as computers, mobile and smartphones and their peripherals	25
Spectacles, clothes, accessories, footwear, sports equipment and sports gear	25

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

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 person, as a private individual, causes to a third party and for which the insured person 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 their age. As an exception to section 7 of the general terms of contract, the insurance also covers loss or damage deliberately caused by a child under 12 years of age.

Restriction:

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

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

Restriction:

This extension 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 their 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 wood-strip and vinyl floor coverings, wall-to-wall carpeting, wall coverings and painted surfaces of the dwelling.

2.5 As an exception to section 3.2, the insurance covers any loss sustained by the insured because of damage suddenly caused by them to a bicycle, moped, scooter, snowmobile, hoverboard, water scooter or a corresponding watercraft rented by them. Under the same conditions, the insurance also covers damage caused to skis, ski poles or snowboards rented for a maximum of 14 days abroad.

Restriction:

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

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

3 Losses excluded from cover

The insurance does not cover

3.1 loss or damage caused

- to the insured
- to the insured's employee or the equivalent insofar as the person concerned is entitled to compensation under statutory occupational accidents and diseases insurance or motor liability insurance

3.2 by 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, a commitment, a promise or a guarantee

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

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

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

3.7 loss or damage caused by

- use of a vessel or boat subject to registration or a sailing boat over 6 metres long
- 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 their 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 their 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 by 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 person is liable to pay damages, negotiate with the claimant and pay the indemnity required by the loss.

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

Restriction:

If the insured person makes good the loss, agrees thereon or accepts the claim, this will not be binding on the insurance company, unless the amount 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 a single event or circumstance is considered a single insurance event.

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

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

If the recipient of the indemnity is entitled under the Value Added Tax Act, in their 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 they may have gained through the insurance event.

Legal expenses travel insurance

1 Content of insurance

The purpose of the insurance is to indemnify for any necessary and reasonable legal expenses incurred by the insured as a result of resorting to legal counsel in a disputed civil case, criminal case or non-contentious civil case concerning an insurance event as referred to under section 4.1.

The insurance applies to the insured in their capacity of traveller in matters related to their 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 person may use the insurance in insurance events which in Finland can immediately be brought before a district court or brought before a corresponding foreign court.

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

4 Coverable insurance events

4.1 Definition of an insurance event

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

Civil cases:

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

Criminal cases:

- complaint filed in court

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

4.2 Single insurance event

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

4.3 Nature of the case

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

- 1) bodily injury to the insured during a journey
- 2) the insured's property covered under luggage insurance
- 3) accommodation, transport and other ordinary traveller's services used by the insured on the journey
- 4) charges brought against the insured unless the alleged act is claimed to have been wilful or an act of gross negligence, or
- 5) a claim presented to the insured provided that it is not based on a wilful act of gross negligence.

5 Indemnification regulations

5.1 Maximum compensation and deductible

The maximum compensation recorded in the policy document is the upper limit of the company's liability in each insurance event. If the monetary value of a disputed benefit is assessable, the insurance covers, in a civil case and when the insured is a complainant in a criminal case, up to three times the amount of the disputed benefit. When assessing the amount of benefit, no claims for interest or legal expenses are taken into account. If a dispute concerns a periodical payment, a maximum of a tenfold amount of the disputed periodical payment is taken into account when assessing the amount of benefit.

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

5.2 Requiring the opposing party to reimburse legal expenses

The insured person must, during court proceedings or settlement negotiations, require the opposing party to reimburse the insured's legal expenses in full. If the insured party fails to claim their expenses from the opposing party or relinquishes their claim in part or in full, compensation paid under the insurance may be reduced or withheld entirely.

5.3 Prohibition of admission of legal expenses

The insured is not entitled to approve, in a manner that would be binding on the company, the amount of expenses incurred due to handling the case.

5.4 Coverable expenses

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

The insured must be represented by an attorney-at-law, a public legal aid counsel or other such lawyer who has the right to act as an attorney or a legal counsel.

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

Restrictions:

The insurance does not cover

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

5.5 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.

5.6 The amount and calculation of indemnity

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

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

6 Other regulations concerning indemnity

6.1 Point of time for indemnification

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

Final compensation is paid after the insured person has, in response to the insurance company's demand, proved that they have paid the deductible on the costs.

6.2 Return of legal expenses and transfer of claim

If the opposing party has been sentenced or is committed to paying the insured's legal expenses, the insured must return any compensation for expenses or transfer their right to such expenses before payment of the compensation to the insurance company up to the amount the latter has paid.

General terms of contract

The general terms of contract apply to all the 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.

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

1 Key concepts

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.

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

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

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

The insurance period is the agreed period recorded in the policy documents during which the insurance is valid. The insurance contract continues for one agreed insurance period at a time, unless either contracting party cancels the contract.

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

An 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 essential information on such matters as the insurance company's own types of insurance, premiums and insurance terms and conditions, so that the applicant can evaluate their insurance needs and choose the most suitable insurance cover. The insurance company will also bring to the applicant's attention the most important restrictions on the insurance cover.

In distance selling of insurance products, the insurance company shall also provide consumers with the advance information referred to in paragraph 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 the necessary information when marketing the insurance or has provided them with erroneous or misleading information, the insurance contract will be considered valid in the form that the policyholder has had reason to understand it in the light of the information they received.

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

Prior to the insurance being granted, the policyholder and the insured must provide full and correct answers to all questions presented by the insurance company which may affect the assessment of the insurance company's liability. During the validity of the insurance period, the policyholder and the insured person must also correct without undue delay any information provided to the insurance company by them which they have 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 their obligation to disclose information in insurance of the person, and the insurance company would have refused to grant the insurance altogether had the full and correct information

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

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

2.3.2 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 their obligation to disclose information under non-life insurance, compensation payable under the insurance can be reduced or disallowed. The effect of the erroneous or deficient information given by the policyholder or the insured person on bringing about the loss or damage will be taken into account when reduction or disallowance is being considered. In addition, the policyholder's and the insured person's intent or the type of negligence and other circumstances will be taken into account.

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

3 Start of the insurance company's liability and validity of insurance contract

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

The insurance bill contains a mention to this effect.

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

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

3.2 Grounds for granting insurance (§10)

The insurance premium and other terms of contract are determined according to the policy anniversary. If another insurance is added to the contract, the premium and other contract terms are determined in accordance with the starting date of the added insurance.

Under insurance of the person, the insured's state of health is assessed and their age calculated on the basis of their state of health and age at the time they 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 the insurance contract

3.3.1 Insurance of the person (§17)

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

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

3.3.2 Non-life insurance (§16)

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

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

3.3.3 Fixed-period insurance

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

In fixed-period travel insurance, if the journey back to the insured's country of residence is delayed for reasons beyond their 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 start of the insurance company's liability, nor the subsequent premiums before the beginning of the agreed premium period or insurance period, except in circumstances described in section 3.1, in which payment of the premium is a precondition for the beginning of the insurance company's liability. If part of the insurance company's liability starts at a later date, the related premium need not be paid before said liability commences.

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

If a payment by the policyholder is not sufficient to cover all the insurance company's insurance premium receivables, the policyholder has the right to decide which of the outstanding premiums the money is to be used for. The premium is, however, used for the insurance contract to which the payment slip refers, and to pay for the longest outstanding receivable of that contract, unless the policyholder has otherwise prescribed in writing.

4.2 Delay in payment of premium (§39)

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

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

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

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

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

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

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

If a contract of insurance of the person has ended 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 start 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 ended, 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 Returning premium at the 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 is returned to the policyholder.

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

However, the premium is not returnable in cases stated below in this clause or if the policyholder or the insured has acted fraudulently in the circumstances referred to in clause 2.2 above.

The premium is not returned separately if the returnable sum is smaller than the sum in euros specified 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 refunded

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

4.7 Fixed-period insurance contract

A fixed-period insurance contract is only subject to sections 4.1 and 4.5 of the provisions under section 4.

5 Disclosure of information during validity of contract

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

Upon entering into an insurance contract, the insurance company issues the policyholder with an insurance policy and the insurance terms and conditions, 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 paragraph 6a, section 11 of the Consumer Protection Act will 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 they were 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 for over a year on a continuous basis. The insurance company must be notified of any such changes no later than one month of receipt of the annual bulletin following such a change. Changes in the person's state of health do not have to be reported. The insurance company reminds policyholders in the annual bulletin of their disclosure obligation.

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

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

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

In the case of non-life insurance, the policyholder must notify the insurance company of any essential change, during the insurance period, in the circumstances stated at the time of concluding the insurance contract or in the state of affairs recorded in the insurance policy which has increased the risk of loss or damage, and which the insurer cannot be deemed to have taken into account when concluding the contract. The policyholder must notify the insurance company of any such changes no later than one month from 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, the agreed premium is smaller than it would have been had the insurance company been given the correct and full information, the insurance company, when reducing the amount of compensation, takes account of the ratio of the agreed premium to the premium that would have been charged had the information provided been correct and full. If, however, the information provided differs only slightly from the correct and full information, the insurance company is not entitled to reduce the compensation.

5.3 Decreased risk

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 limit loss or damage under non-life insurance

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

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

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

In the case of an insurance event or the immediate threat of one, the insured must, in accordance with their abilities, take the necessary action to prevent or limit the loss or damage. If the loss or damage is caused by a third party, the insured must take the necessary action to uphold the insurance company's right vis-à-vis the liable party. The insured person must, for instance, attempt to establish the identity of the responsible party. If the loss or damage resulted from a punishable act, the insured must, without delay, report it to the police and sue the offender if the insurance company's interest so requires. The insured 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 would 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 them. The effect of the failure to observe the duty of salvage on the occurrence of the loss or damage is taken into account when considering whether to reduce or disallow the compensation. The insured's intent or the type of negligence and any other circumstances will also be taken into account.

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

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

However, if the insured has wilfully or through gross negligence failed to observe the safety regulations or the salvage obligation, or if the insured person's use of alcohol or other intoxicant has contributed to the negligence, compensation may be reduced or disallowed. If the insured has through gross negligence failed to observe the safety regulations or the duty of salvage or if the insured person's use of alcohol or other intoxicant has contributed to the negligence, the insurance company will nevertheless pay from the liability insurance that part of the compensation which the natural person who has suffered the loss or damage has been unable to collect because of the insured person's state of insolvency as authenticated in recovery proceedings 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 has wilfully caused the insurance event, the insurance company is released from liability to such party.

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

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

7.2 Non-life insurance (§§30 and 34)

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

If the insured 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 them may be reduced or disallowed.

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

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

If the insured has caused an insurance event through gross negligence or if their 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 in recovery proceedings 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 them, or
- 3) who co-habits with the insured person and uses the insured property jointly with them.

The conditions stated above concerning the insured with regard to observing the safety regulations also apply to a person who, on the basis of their employment or official post with the policyholder, are responsible for supervising the observance of such 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 company
- 2) a personally liable partner in a limited partnership company
- 3) a shareholder in a limited-liability company who owns over half of the company shares
- 4) the policyholder's employee who has the insured property in their 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 they caused the insurance event or were in such a state of mind that they could not have been sentenced for a crime.

The insurance company will not invoke clauses 6 and 7 above to release itself from or restrict its liability if the insured was seeking to prevent injury to a person or damage to property in circumstances in which their negligence or action was justifiable at the time they 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 is intended to be applied has not occurred.

If the beneficiary clause is valid, the benefit payable due to the death of the insured is not part of the insured person's estate. The benefit is part of the insured'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 must observe the regulations on making a claim entered in the terms and conditions of insurance of the person or non-life insurance and submit the documents mentioned therein to the insurance company. The claimant must acquire and submit to the insurance company the said documentation and information at their own cost, unless stated otherwise in the terms and conditions or agreed otherwise elsewhere.

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

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

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

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

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

11.2 Limitation on right to obtain compensation (§73)

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

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

After the occurrence of an insurance event, the insurance company is under an obligation to provide the claimant (e.g. 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. No advance information given to the claimant on the compensation, its amount or method of payment will affect the payment obligation stated in the insurance contract.

The insurance company will pay the compensation resulting from the insurance event in accordance with the insurance contract or notify the claimant of non-payment of compensation without delay and no later than one month from the date on which it received the documentation and information necessary for the assessment of its liability. If the amount of compensation is disputed, the insurance company will nonetheless pay any undisputed part of the compensation within the above-mentioned period.

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

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

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

11.4 Setoff against compensation

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

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

The policyholder or claimant has several ways of appealing against a decision taken by the insurance company. If the matter remains unsettled after they have contacted the insurance company, they can ask for advice and counselling from the Finnish Financial Ombudsman Bureau (FINE) or request a decision recommendation from the relevant board. A policyholder or claimant who is dissatisfied with the insurance company's decision may also bring action against the insurance company in court.

12.1 Right to correct

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

12.2 FINE and the Consumer Disputes Board

The Finnish Financial Ombudsman Bureau (www.fine.fi) offers free and independent advice and assistance. The Finnish Financial Ombudsman

Bureau and the Finnish Insurance Complaints Board also give settlement recommendations in civil action cases. FINE does not handle a dispute pending in the Consumer Disputes Board or a court of law or processed by the Consumer Disputes Board or a court of law.

A decision made by an insurance company may also be submitted to the Consumer Disputes Board (www.kuluttajariita.fi). Before submitting a matter to the Consumer Disputes Board, consumers should first consult the Local Register Office's Consumer Advice services (www.kuluttajaneuvonta.fi). The Consumer Disputes Board will not process any disputes that are pending or have already been considered by the Finnish Insurance Complaints Board or a court of law.

12.3 District court

If the policyholder or claimant is dissatisfied with the insurance company's decision, they may bring action against the insurance company in the district court of their 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 about the insurance company's decision and the time limit. The right to bring action ceases once the time limit has expired.

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

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

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

The insured person's right to claim 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 their 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 person 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 changed circumstances if

- 1) the policyholder or the insured person has wilfully or through negligence which cannot be deemed minor failed to observe their obligation to disclose information as referred to under section 2.2, and if the insurance company, had it been given the correct and complete information, would have granted the insurance only against a higher premium or on terms other than those agreed on, or
- 2) the policyholder or the insured has acted fraudulently in observing their 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 otherwise on other terms in the event that the circumstance relating to the insured would already have corresponded to the change when the insurance company granted the insurance.

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

14.1.2 Non-life insurance (§18)

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

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

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

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

Notification procedure

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

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

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

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

In the case of insurance of the person, the change will take effect from the beginning of the next premium period or, if no premium period has been agreed, from the beginning of the next calendar year following one month from the date the notification was sent. In the case of non-life insurance, the change will take effect from the beginning of the insurance period first following the month 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, the insurance company must give written notice of termination of the insurance as of the end of the insurance period. The notice will be sent one month before the end of the insurance period at the latest.

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, at any time, to terminate the insurance contract during the insurance period. Notice of termination must be given in writing. Notice of termination given in any other manner shall be null and void. If the policyholder has not specified a later termination date for the insurance, the insurance will terminate on the date the notice was submitted or sent to the insurance company. 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 an 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 their obligation to disclose information as referred to in clause 2.2 above, and the insurance company, had it been given correct and complete information, would have refused to grant the insurance altogether;
- 2) the policyholder or the insured person has acted fraudulently in observing their 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 relating 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 erroneous or deficient information which is of importance in assessing the insurance company's liability.

15.2.3 Procedure

Having been informed of the grounds for permitting termination, the insurance company will give written notice of termination without undue delay. The notice of termination will contain a mention of the grounds for termination. The insurance contract will end one month from the time 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 an insurance at the 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 will contain a mention of the grounds for termination.

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

15.3.2 Non-life insurance (§16)

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

16 Rights of a third party in non-life insurance

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

In addition to what is otherwise prescribed in these insurance terms and conditions concerning the insured, a property insurance contract is valid for the benefit of the owner, the person who has purchased the property under a provision regarding reservation of ownership, the holder of a right of lien and a right of retention, or some other party who bears the risk pertaining to the property.

16.2 Position of the insured after an insurance event has occurred (§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 is entitled to compensation on the occurrence of an insurance event. The policyholder may, however, negotiate with the insurance company, in a manner which is binding on the insured, and collect compensation, unless the name of the insured has been entered in the contract or the insured has declared that they will assert their rights, or the case concerns 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 over the property as security for a receivable, they are entitled, even if the receivable is not overdue, to payment from the compensation before the owner, provided that the owner has not rectified the loss or set collateral for its rectification. The above also applies in favour of a person who is entitled to retain the property as security for an overdue receivable.

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

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

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

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

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

17 Applicable law

All insurance contracts are subject to Finnish law.

18 Other matters dealt with in the Insurance Contracts Act

The Insurance Contracts Act also covers the following matters:

Scope of application (§1)

Compulsory nature of provisions (§3)

Insurance company's obligation to disclose information (§4b - 7 and 9)

Information on reason for rejection (§6a)

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

Irresponsibility and emergency (§36)

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

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

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

Beneficiary clause (§§47-50 and 53)

Distrainment in accident insurance and health insurance (§55)

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

Double insurance (§§59 and 60)

Payment to wrong person (§71)

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