

Pohjola Fixed-term Travel Insurance

Travel insurance terms and conditions and general terms of contract,
valid as of 1 January 2024

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TRAVEL INSURANCE POLICIES FOR PRIVATE INDIVIDUALS

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

- Pohjola Fixed-term Traveller's Insurance
- Pohjola Fixed-term Luggage Insurance
- travel liability insurance
- legal expenses travel insurance.

The insurance cover selected is stated in the policy document.

COMMON PROVISIONS

1 Territorial limits

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. A journey in Finland connected with travel abroad forms part of the travel abroad in case the travel continues without interruption from the aforementioned places abroad or from abroad back.
- A journey in Finland refers to journeys made to places which are more than a straight-line distance of 50 kilometres from the insured person's home, place of work or study, and 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 Period of validity

Traveller's insurance is valid for no more than three months of the beginning of the journey. Traveller's insurance for the journey that has begun will cease to be effective no later than three months of 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

In order to be entitled to compensation under the applicable insurance, 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 insured event.

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 peacekeeping operations organised by the United Nations, the European Union, 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.

By a supplementary contract and for 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, Traveller's Insurance does not, with respect to either a hobby or professional aviation, cover pilots or any other persons who are members of the flight crew, or persons carrying out other duties related to the flight. Aviation sports, however, may be insured separately, as stated in clause 5.3 of the traveller's insurance. The insurance never, however, covers professional aviation.

POHJOLA FIXED-TERM TRAVELLER'S INSURANCE

1 Content of insurance

The insurance covers travel illnesses which begin during the validity of the insurance plan, or travel accidents which occur during the valid insurance period.

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

- medical expenses indemnity for travel illness or travel accident
- handicap benefit for travel accident
- death benefit for 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 person(s)

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 to the same 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 in accordance with a training programme or in training typical of the sports.

5.2 Nor does the insurance cover illness, injury or death sustained in the following types of sports or activities:

- combat sports, self-defence sports or martial arts
- 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 aeroplanes
- bungee jumping
- climbing sports, i.e. mountain, rock or ice 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 to other uninhabited areas abroad.

5.3 The insurance cover can also be extended to cover the sports and activities mentioned above in clauses 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 was not, according to general medical experience, likely or predictable
- infertility examination or treatment and related complications.

7 Travel accident and exclusions

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 atmos-

phoric 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 clause 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 end 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 not related to a travel accident, even if they had been symptom-free before the accident. If these factors unrelated 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 disability 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 of pharmaceutical products and wound dressings sold in pharmacies
- daily hospital charges
- reasonable expenses for travelling to a local physician or hospital/clinic
- necessary costs of repairing or replacing eyeglasses, 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 trip, up to EUR 170

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

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

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

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

8.1.3 Expenses which are not covered

Medical expenses indemnity does not cover

- examination or treatment provided by a physiotherapist, foot therapist, chiropractor, osteopath, naprapathy practitioner, masseur or other equivalent healthcare 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/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 covers included in medical expenses indemnity

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 that urgently requires the presence of the insured person at the site of the loss. Substantial property damage does not, however, include loss of or damage to money, payment instruments or vehicles.

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 cohabitating partner
- child, adopted or foster child
- child of spouse or cohabitating partner
- grandchild
- parents
- spouse's parents, adoptive parents or grandparents
- siblings
- siblings of spouse
- daughter-in-law 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 op-

erator'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 that urgently requires the presence of the insured person at the site of the loss. Substantial property damage does not, however, include loss of or damage to money, payment instruments or vehicles.

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 cohabitating partner
- child, adopted or foster child
- child of spouse or cohabitating partner
- grandchild
- parents
- spouse's parents, adoptive parents or grandparents

- siblings
- siblings of spouse
- daughter-in-law 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 costs 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 person 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 person who has been on a package tour or package travel lasting no more than 90 days is entitled to a per diem indemnity for lost travel days and has lost over half of his/her travel days, s/he can be given a new tour instead of the per diem indemnity if so desired.

A new tour will also be given to a spouse or cohabitating partner 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 valid traveller's insurance with Pohjola Insurance. When a child under 15 years of age is entitled to a new package tour or package travel, one or the other parent who accompanied the child on the interrupted tour will also be entitled to a new tour, provided that the said parent also held traveller's insurance with Pohjola Insurance.

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 was travelling to the above departure point is delayed due to weather, natural catastrophe, technical malfunction, criminal act or action by an authority, or
- the vehicle used by the insured is involved in a road accident or develops a technical malfunction.

If the insured is late, the insurance covers the necessary and reasonable 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 clause 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, he/she is indemnified for pain and suffering and loss of earnings only to the extent that the tort-feasor is, or would be, liable to pay in accordance with Finnish legislation. The maximum indemnity is EUR 42,500.

Indemnity is paid only where the tort-feasor is unknown or found unable to pay damages.

If the tort-feasor is summoned before a court, the insured must claim damages from 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 person was practicing his/her profession or carrying out the relevant 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 disability caused by a travel accident which occurred during the validity of the handicap benefit cover, and the permanent disability 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 Workers' Compensation 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 clause 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 person.

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

9 Filing 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 medical treatment expenses personally before claiming 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.

9.5 Death

For payment of death benefit, the claimant must submit to the insurance company the death certificate for the insured person, a police investigation report 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 the original invoices or receipts for such expenses to the insurance company.

9.6 Loss inquiry costs

Under loss inquiry costs, the insurance covers the fee for a police investigation report and the estimate of repair costs required by the insurance company, and the cost for emergency or claims settlement 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 travelled abroad for the first time, in order to stay there for a period of over six months.

POHJOLA FIXED-TERM LUGGAGE INSURANCE

1 Content of insurance

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

2 Persons insured

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

The insurance also covers accompanying children and grandchildren under the age of 18 of the policyholder or his/her spouse or cohabiting partner residing permanently in the same household. The said children and grandchildren are insured even if they do not reside in the same household with the policyholder.

3 Property insured

Luggage means property of the insured person taken along on or acquired during a journey. The luggage is insured for up to the sum insured as entered in the insurance policy.

Instruments of payment and securities are considered luggage up to a total of EUR 100 when carried by the insured, 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 trailers, watercraft or aircraft, or parts and accessories to the above, except for the keys to a motorised vehicle. Property covered by the insurance does, however, include unmanned aerial vehicles intended for recreational or sports use.
- sailboards or sails thereof
- merchandise, samples of goods, advertising material, photographs and drawings
- professional equipment or files and software included in IT equipment
- manuscripts, collections and their parts
- removal goods or separate consignments
- animals or plants.

4 Coverable insurance events

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

4.2 Irrespective of the sum insured, the insurance covers

- any reasonable expenses incurred in searching for lost luggage, provided the luggage had been entrusted to a hotel, haulage or transport company, tour operator or similar
- any reasonable costs incurred by the insured in taking action to limit or prevent loss that has occurred or is imminent and that is coverable under this insurance
- expenses caused by acquiring necessities when luggage handed in for transportation is delayed at least two hours after the insured person has reached the destination of the 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 Exclusions

The insurance does not cover

5.1 any loss arising from the loss of payment instruments and securities or from leaving them behind

5.2 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

5.3 any loss arising from an action taken by the authorities

5.4 any loss which is covered under some special legislation, guarantee or other insurance

5.5 loss or damage to sports equipment or sports gear or remote-controlled aircraft or remote-controlled recreational device while being used for their intended purpose

5.6 theft of valuables kept in a motor vehicle, trailer, boat, outside boot of a motor vehicle or trailer, pannier of a vehicle or bicycle, or in a tent

5.7 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 bicycle, or in a tent. However, this restriction does not apply to theft of optical instruments, electronic equipment and electrical tools from caravans.

5.8 any loss arising from luggage disappearing or being left behind.

Valuables include jewellery, watches, 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 the insured may be reduced or disallowed under clause 6 of the General Contract Terms and Conditions.

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, watches, 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 his/her accompanying property or luggage unattended in public places such as streets, bus and railway stations, marketplaces, restaurants, shops, lobbies of hotels; or other ac-

commodation establishments, beaches, sports fields, public conveyances, popular tourist sites and public assemblies.

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

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

When storing a child's pram outside the home, accommodation facilities or related storage spaces, the pram must be kept under supervision or 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 must be left unsupervised out of doors or in public areas, they must be locked to a structure 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 claim indemnity

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. Eyeglasses broken beyond repair must be delivered 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 clause does not apply to a continuous policy).

7.3 Indemnification alternatives

Primarily, damaged property is indemnified by having the damaged object repaired. In the case of mobile devices, the damaged device may also be indemnified by means of an equivalent replacement device if the costs of repair exceed those incurred by the purchase of a 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 is responsible for a certain amount of the loss, i.e. the deductible 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 clause 7.6.2.

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

Indemnity based on replacement value is paid in two instalments. 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:

Assets	Age reduction per year, %
Home appliances, other electronic appliances and optical instruments, cameras	10
Motor tools and machinery	10
Bicycles, electric transportation devices, protective helmets, bags, backpacks and suitcases	10
Prostheses and personal aids, including hearing aids and wheelchairs	10
Outboard motors	5
IT equipment, such as computers, mobile phones and smartphones and their peripherals, smart watches and sports watches	25
Eyeglasses and sunglasses, clothes, accessories, footwear, prams and sports equipment and sports gear	25

The reduction is calculated by multiplying the percentage figure by the number of full calendar years following the year the equipment was first used. However, with respect to mobile and smartphones, the reduction is computed by calculating the percentage figure by the number of each commenced year following the year the property was first used. The age reduction is, however, no more than 70%. 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 for the object. The indemnity for repair costs must not, however, exceed the value of the property as specified in this section.

7.6.3 Depreciation and sentimental value

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

TRAVEL LIABILITY INSURANCE

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

1 Those insured

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

The insurance also covers accompanying children and grandchildren under the age of 18 of the policyholder or his/her spouse or cohabiting partner residing permanently in the same household. The said children and grandchildren are insured even if they do not reside in the same household with the policyholder.

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 his/her age. As an exception to clause 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 clause 3.2, the insurance covers damage which has been caused suddenly to the structures or fixed equipment of a rented dwelling or owner apartment used for the permanent accommodation of the insured and their family, and for which the insured is liable under clause 2.1. Damage caused to the structures or fixed equipment of a hotel suit 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 clause 3.2, the insurance covers any loss sustained by the insured because of damage sud-

denly caused by the insured to a bicycle, scooter, moped, motor scooter, snowmobile, all-terrain vehicle, hoverboard, water scooter or a corresponding watercraft rented by the insured. 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 500.

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

3 Exclusions

The insurance does not cover

3.1 loss or damage caused

- to the insured
- to the insured's employee or equivalent, insofar as the person concerned is entitled to compensation under occupational accident and occupational disease insurance or motor liability insurance
- legal persons for which the insured persons hold more than one half of control in total

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

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

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

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

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

3.7 loss or damage caused by

- use of a vessel or boat subject to registration, or a sailing boat with a length of more than six (6) metres
- use of an aircraft when the insured is liable to pay damages in the capacity of owner, possessor or user of the aircraft or as a person carrying out duties on board the aircraft or in his/her capacity as the employer of any such persons The insurance does, however, cover loss or damage caused by the use of an unmanned aerial vehicle for recreational or sporting purposes and for which the insured is held legally liable.

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

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

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

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

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

3.13 a fine or any similar sanction

3.14 loss or damage insofar as this is covered by another valid liability insurance of the insured.

3.15 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 is liable to pay damages, negotiate with the claimant, and pay the indemnity required by the loss.

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

Restriction:

If the insured 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 party suffering loss 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 the insured 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 clause 4.1.

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

2 Persons insured

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

The insurance also covers accompanying children and grandchildren under the age of 18 of the policyholder or his/her spouse or cohabiting partner residing permanently in the same household. The said children and grandchildren are insured even if they do not reside in the same household with the policyholder.

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 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

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. personal injury to an insured person during a journey
2. the insured person's property covered under luggage insurance
3. accommodation, transport and other ordinary traveller's services used by the insured on the journey
4. charges 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 deliberate act or an 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 specified in the policy document is subtracted from the coverable expenses.

5.2 Requiring the counterparty to reimburse legal expenses

The insured person must, during court proceedings or settlement negotiations, require the opposing party to reim-

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

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

Restrictions:

The insurance does not cover

5.4.1 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

5.4.2 costs of acquiring expert legal opinion

5.4.3 costs incurred from reporting a criminal offence or making a request for investigation, or from pre-trial investigation of a criminal case

5.4.4 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

5.4.5 expenses arising from the enforcement of a ruling or decision

5.4.6 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 Amount and calculation of indemnity

The expenses indemnified under the insurance are determined in accordance with the relevant provisions of the Code of Judicial Procedure and the Act on Criminal Proceedings, taking into account the expenses ordered to be paid and actually paid for similar cases. 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 has, in response to the insurance company's demand, proved that he/she has paid the deductible on the costs.

6.2 Refund 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 CONTRACT TERMS AND CONDITIONS

The General Contract Terms and Conditions apply to all the types of insurance included in the insurance contract.

The General Contract Terms and Conditions 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 Contract Terms and Conditions. Insofar as these General Contract Terms and Conditions differ from the optional provisions of the Insurance Contracts Act, these General Contract Terms and Conditions shall apply to the insurance contract.

1 Concepts (§§2 and 6)

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

The insurer in terms of life insurance is OP Life Assurance Company Ltd. For any other insurance, the insurer is Pohjola Insurance 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 document during which the insurance is valid. The

insurance contract continues for one agreed insurance period at a time, unless either contracting party gives notice of termination.

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

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

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

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

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

2 Disclosure of information prior to concluding an insurance contract

2.1 Policyholder's and insured person's obligation to disclose information (§22)

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

2.2 Failure to disclose information under non-life insurance (§§23 and 34)

If the policyholder or insured person has acted fraudulently when fulfilling his/her obligation to disclose information, the insurance contract shall not be binding on the insurance company. The insurance company has the right to withhold all premiums paid, even if the insurance is annulled.

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

For example, in motor vehicle insurance, the actual user of the object of insurance must be reported as the vehicle holder; any wrong person (so-called ostensible owner or holder) must not be reported as the vehicle owner or holder.

2.3 Failure to disclose information under insurance of the person (§24)

If the policyholder or insured person has acted fraudulently when fulfilling his/her obligation to disclose information, the insurance contract shall not be binding on the insurance company. The insurance company has the right to withhold all premiums paid, even if the insurance is annulled.

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 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 leads to a result that is clearly unreasonable from the point of view of the policyholder or other party entitled to compensation, they may be adjusted.

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

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

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

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

- always in the case of a Sports Cover insurance or a fixed-term 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 mention to this effect.

3.2 Grounds for granting insurance

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

3.3 Validity of the insurance contract (§§16 and 17)

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

After the first premium period, an insurance contract regarding insurance of the person is valid for one agreed premium period at a time, unless the policyholder or the insurance company terminates the contract. However, in the case of life insurance and disability insurance, the insurance company does not have the right to give notice if the terms and conditions of Insurance no longer sold are applied to the said policies.

The insurance contract may also terminate for other reasons referred to in clauses 4.2 and 14 below.

A fixed-term insurance contract is valid for the agreed insurance period. The insurance can, however, be terminated during the insurance period on grounds specified below in clauses 4.2 and 14.

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

The validity of Crisis Cover, which can be taken out in connection with motor liability insurance, does not extend beyond that of the motor liability insurance which is the basic component of the insurance package.

4 Insurance premium

4.1 Premium payment (§38)

The insurance premium must be paid within one month of the date on which the insurance company sent the premium bill to the policyholder or notified the policyholder of the premium due date.

The premiums of the individual insurance policies included in the same insurance contract are combined into a single premium to be invoiced in one or several instalments as agreed. If a premium arising from a change in the insurance contract is not combined with the earlier agreed instalments, this premium will be invoiced separately.

The insurance premium paid for the insurance contract is divided amongst all cover types included in the contract in proportion to the relationship between the payment and the invoice, so that all continuous insurance types are valid until the same date.

If a payment by the policyholder is not sufficient to cover all the insurance company's insurance premium receivables, the policyholder has the right to decide which of the outstanding premiums the money is to be used for. However, the policyholder's payment will primarily apply to the insurance contract in accordance with the reference data based on the paid bill unless the policyholder has specifically ordered otherwise in writing in connection with the payment.

4.2 Delayed premium (§39)

If the policyholder has neglected to pay the premium in part or in full by the due date as referred to under section 4.1, the insurance company has the right to terminate the entire insurance contract 14 days after sending a notice of termination. Such termination may also be carried out by one insurance company referred to in clause 1 on behalf of another.

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

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

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

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

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

4.3 Minimum insurance premium

The premium for any insurance period, including tax, is at least the minimum amount separately confirmed in the insurance policy or product guide for each insurance line.

The insurance period refers to a period of up to one year during which the insurance is valid at a time under the contract.

4.4 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.

The annual premium for policies with seasonal rating is, however, divided between months relative to risk, and upon the expiry of the policy the remainder of the previously paid premium for the insurance period will be refunded.

However, the premium is not returnable in cases stated below in this clause or if the policyholder or the insured person has acted fraudulently in the circumstances referred to in clauses 2.2 or 2.3 above. The premium is not returned separately if the returnable sum is smaller than the sum in euros specified in the Insurance Contracts Act. In insurance policies where the risk of loss/damage or the policy's management fees are highest at the outset of the policy's validity; however, the insurance premium for the first insurance period or premium period is always the minimum premium specified in the policy document or product guide. The minimum premium corresponding to the policy's management fees may also be charged for periods following the first insurance period or premium period.

4.5 Setoff against premiums to be returned

The insurance company may deduct any outstanding premiums overdue and other overdue receivables from the premium to be returned. Furthermore, as regards Extrasure insurance policies, a setoff can be made on behalf of all of the insurance companies that may be acting as insurers in the Extrasure contract.

5 Policyholder's obligation to disclose information about any increase in risk (§§26, 27 and 34)

5.1 Increase in risk under 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 specified in the policy document, which has increased the risk of loss or damage, and which the insurer cannot be deemed to have taken into account when concluding the contract. The policyholder must notify the insurance company of any such changes no later than one month of receipt of the annual bulletin following such a change. The insurance company will remind the policyholder of this obligation in the annual bulletin.

Changes resulting in increased risk may include repairs, alterations or extensions of the insured object, its altered use, surrender to the use of others than those insured for a continuous period exceeding three months, or transfer to other than homelike premises.

As regards motor vehicle insurance, changes resulting in increased risk can be, for instance, changing the use of a

motor vehicle so that its use requires a permit or so that it can be rented, changing the domicile of a motor vehicle or use of the vehicle mainly abroad, or increasing the power of a vehicle's engine or exchanging the engine for a more powerful one.

As regards professional liability insurance, changes resulting in increased risk may include a change in the type or extent of operations.

As regards horse insurance, changes resulting in increased risk may include entering a horse originally designated for breeding purposes into races.

As regards boat insurance, changes resulting in increased risk may include changing the use of a boat so that it can be used professionally or rented, changing the boat's structure for competitive use or increasing the boat's motor power by over 20% of the amount specified in the insurance contract.

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, any compensation may be reduced or disallowed. The effect of the changed, risk-increasing circumstance on the occurrence of the loss or damage is taken into account when considering whether to reduce or disallow the compensation. The policyholder's intent or the type of negligence and any other circumstances will also be taken into account.

If, due to incorrect or insufficient information provided by the policyholder or the insured person, the agreed premium is smaller than it would have been had the insurance company been given the correct and full information, the 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.

5.2 Increase in risk under insurance of the person

The policyholder must notify the insurance company of any changes in factors increasing risk that were reported when the insurance contract was concluded and that are relevant in terms of assessment of the insurance company's liability, such as changes in profession/occupation, leisure time activities or place of residence, or the termination of any other insurance cover. A change resulting in increased risk may be, for instance, residence abroad of the insured person for over a year on a continuous basis. The policyholder must notify the insurance company of any such changes no later than one month of receipt of the annual bulletin following such a change. 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 other party entitled to compensation, they may be adjusted.

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

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

The insured person must observe the safety regulations recorded in the insurance policy, 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 type of negligence and any other circumstances will also be taken into account.

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

In the case of an insurance event or the immediate threat of one, the insured person must, in accordance with their ability, 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 tort-feasor. If the loss or damage resulted from a punishable act, the insured person must, without delay, report it to the police and sue the offenders if the insurance company's interest so requires. The insured person must, in other respects, too, observe all instructions given by the insurance company aimed at preventing and mitigating loss or damage.

With respect to motor vehicle insurance, in the case of loss or damage due to fire, theft, vandalism or a collision with some other deer than a reindeer, the insured must immediately report to the local police. If a motor vehicle is stolen or permanently lost abroad, a notification must also be made to the Finnish police. If the insurance company so requires, a police investigation must be held at other times, too, and the related investigation report must be submitted to the insurance company.

Should the keys to the vehicle or any similar device needed for starting the vehicle, such as key cards, be lost, the immobiliser must immediately be coded so that the lost keys cannot be used for starting the vehicle. Before coding, the vehicle must have been locked with a mechanical locking device which cannot be opened with the lost key.

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 type of negligence and any other circumstances will also be taken into account.

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

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

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

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

7 Causing an insurance event

7.1 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 person's intent or the type of negligence and other circumstances will also be taken into account.

As regards motor vehicle insurance, if the insured has caused an insurance event while driving a motor vehicle with a blood alcohol content of at least 1.2 per mille, or a minimum of 0.53 mg of alcohol per litre of exhaled air while driving or immediately after it, or if the insured's ability to perform the required tasks was considerably diminished due to the influence of an intoxicant other than alcohol or due to the combined effect of alcohol and

another intoxicant, compensation is paid only to the extent that any other circumstances have contributed to the loss or damage.

If, at the time of loss, the insured was driving the vehicle with a blood alcohol content of at least 0.5 per mille, or a minimum of 0.22 mg of alcohol per litre of exhaled air while driving the vehicle or immediately after it, or if the ability of the insured to perform the required tasks was diminished due either to the influence of an intoxicant other than alcohol or the combined effect of alcohol and another intoxicant, compensation shall be reduced in proportion to the extent of the loss attributable to the insured.

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

7.2 Insurance of the person (§§28 and 29)

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

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

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

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

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. Consent refers to permission given by the insured to drive the above-mentioned vehicle or to use it in some other way, or to consent evident from the circumstances.
2. who, jointly with the insured person, owns the insured property and uses it jointly with them, or

3. who cohabits 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 his/her employment or official post with the policyholder, is responsible for supervising the observance of such regulations.

9 Beneficiary clause under insurance of the person

9.1 Beneficiary

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 person is not part of the insured person's estate. The benefit is part of the insured person's estate when there is no beneficiary clause and the benefit is not, in the terms and conditions of the insurance, set out to be payable to the policyholder.

9.2 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.

9.3 Form of the beneficiary clause under group insurance

The insurance company and the policyholder agree on the beneficiary clause in the group insurance contract.

The policyholder may change the beneficiary if the right to do this has been agreed in the group insurance contract.

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

10 Claims settlement procedure

10.1 Obligations of the claimant (§§69 and 72)

The claimant shall immediately notify the insurance company of the loss event. All crimes must be reported to the local police without delay.

The claimant must provide the insurance company with documents and information necessary for the assessment of the insurance company's liability. These include documents and information which confirm whether an insurance event occurred, the extent of the loss or damage and who is to be indemnified, who was driving the motor vehicle and whether alcohol or other intoxicants contributed to the occurrence of the insurance event.

The claimants shall acquire and submit to the insurance company said documentation and information at their own

cost, unless otherwise agreed. The claimant shall keep any documents and information for at least six months from submitting a claim for compensation and supply them to the insurance company upon request.

For instance, the insured must not, by leaving the scene of the accident, through some other action which prevents the investigation or by consuming alcohol after the loss or damage, impede or prevent the disclosure of a fact which would be significant to the assessment of the insurance event and the liability of the insurance company.

Before any repairs, the insurance company must be given the opportunity to inspect the damaged property in order to establish the cause of damage and whether the damage is coverable under the insurance. If repairs have been initiated without giving the insurance company the opportunity to inspect the damage, the repair work must be documented by, for example, taking photos and keeping any damaged parts. A damaged object must not be disposed of without special reason.

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. After a loss or damage, the insurance company also has the right to investigate the fault and driving style data recorded in the vehicle data system, insofar as this is necessary for the assessment of the insurance company's liability.

10.2 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 the right to obtain compensation.

10.3 Setoff against compensation

The insurance company may deduct any outstanding premiums overdue and other outstanding overdue amounts from compensation. Furthermore, as regards Extrasure insurance policies, a setoff can be made on behalf of all of the insurance companies that may be acting as insurers in the Extrasure contract.

10.4 Persons covered by property insurance (§62)

Property insurance is valid for the benefit of the owner, the person who has purchased the property under a provision regarding reservation of title, the holder of a right of lien and a right of retention, or some other party that bears the liability for risk pertaining to the property.

10.5 Effect of sanctions on compensation

The insurance company, its subsidiary or a partner in a network underwriting insurance locally is under no obligation to pay indemnity, damages, prevention costs or investigation and legal expenses or any other financial resources if paying them is contrary to sanctions, other restrictive actions or legislation imposed by the Finnish government, the United Nations, the European Union, the United States of America, or the United Kingdom or their competent authorities or governing bodies.

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

11.1 Right to correct

If a policyholder or claimant suspects that the insurance company has made a mistake in its claim settlement decision, s/he will 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.

11.2 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.kulut-tajariita.fi). Before submitting a matter to the Consumer Disputes Board, consumers should first consult the Local Register Office's Consumer Advice services (www.kulutta-janeuvonta.fi). The Consumer Disputes Board will not process any disputes that are pending or already processed at the Finnish Insurance Complaints Board or a court of law.

11.3 District court

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

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.

As regards boat damage, an indemnity adjustment by the Average Adjuster in Finland must be obtained before court proceedings (Act on Indemnity Adjustments by the Average Adjuster, 10/1953).

12 The insurance company's right of recovery (§75)

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, or as the owner, keeper, driver or passenger of a vehicle, the right of recovery will be transferred to the insurance company only if the person in question caused the insurance event wilfully or through gross negligence or is held liable regardless of the nature of his/her negligence.

In addition to the above, if the loss or damage was caused while driving a motor vehicle, the insurance company also has the right to reclaim the compensation it has paid owing to the loss if the driver caused the loss or damage with at least 1.2 per mille of alcohol in his/her blood while driving or immediately after it, or if the driver had a minimum of 0.53 mg of alcohol per litre of exhaled air, or if the driver's ability to perform the required tasks was considerably diminished due to the influence of an intoxicant other than alcohol or due to the combined effect of intoxicants.

As regards 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.

If the loss or damage was caused by using a motor vehicle in traffic, an insurance company that has paid compensation under a voluntary insurance policy has the right of recourse towards the motor liability insurance company, up to the amount of compensation paid by the former.

13 Altering an insurance contract

13.1 Altering the terms of contract during the insurance period under 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 new circumstances if

1. the policyholder or the insured has neglected the obligation to disclose information as referred to in clause 2.1 above; or
2. during the insurance period, a change as referred to in clause 5 above has occurred in the circumstances recorded in the insurance policy, or reported by the policyholder or the insured person to the insurance company at the time the contract was signed.

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.

13.2 Altering the terms of contract during the insurance period under 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 true or changed circumstances if

1. the policyholder or the insured person has wilfully or through negligence which cannot be deemed minor failed to observe the obligation to disclose information as referred to in clause 2.1 above, and if the insurance company, had it been given the correct and full information, had granted the insurance only against a higher premium or otherwise on terms other than those agreed; or
2. the policyholder or the insured person has acted fraudulently in observing the obligation to disclose information as referred to in clause 2.1 above and, regardless of this, the insurance is binding on the insurance company on the basis of clause 2.3, 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 above has occurred in the circumstances reported by the policyholder or the insured person to the insurance company at the time of concluding the contract, and the insurance company would have granted the insurance only against a higher premium or on otherwise other terms, in the event that the circumstance related to the insured person would already have corresponded to the change when the insurance company granted the insurance.

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

13.3 Altering the terms of contract at the end of an insurance period under continuous non-life insurance and insurance of the person (§§19 and 20a)

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
- change in legal practice
- an unforeseeable change in circumstances (e.g. an international crisis, exceptional natural event, catastrophe)
- change in claims expenditure or cost levels, or change in the ratio between indemnities and insurance premiums

- change in a factor or circumstance which, in the view of the insurance company, has an effect on the amount of premium and the risk of loss or damage. Such may include the age or domicile of the policyholder, the insured person or the owner or keeper of the object of insurance; the age, location, properties, place of insurance, claims history or claims development of the object of insurance or part thereof.

The insurance company also has the right to change the insurance premium by defining various premium bases in accordance with risks of loss or damage.

However, as regards insurance of the person, the insurance terms and conditions or premiums may not be changed on the grounds that the state of health of the insured person has deteriorated since the time the policy was taken out or that an insurance event has occurred.

Under life insurance, the insurance company has the right to alter the insurance terms and conditions, premiums and other terms of contract at the end of the premium period for the following special reasons:

- general incidence of loss or
- change in interest rates provided that the content of the insurance contract does not change substantially compared with the original contract.

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.

The change will take effect from the beginning of the next insurance period following one month from the date the notification was sent.

The insurance contract may also change in accordance with clause 13.4 below concerning index regulations.

In addition to the above, the insurance company has the right to make changes as a result of bonus, customer loyalty and owner-customer rules and other similar rules applied to the insurance policy. The amount of the insurance premium is also affected by any customer bonuses or discounts, the amounts of which, the grounds of and durations and periods of validity may vary.

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. However, changes to the terms and conditions are not possible in the case of life insurance.

13.4 Effect of the index

The application of any index to an insurance contract is always mentioned in the insurance policy. Insurance which has no reference to any index in the insurance policy is not index-linked.

In the case of MyHome Insurance, the premiums, maximum compensation and deductibles are all linked to the construction cost index. The premiums, maximum indemnities and deductibles for the insurance for home contents in blocks of flats and terraced houses and for the insurance for parts of flats as well as for the insurance for stored home contents are, however, linked to the Finnish consumer price index.

The sums insured recorded in the policies for luggage, small boat, liability and legal expenses insurance are linked to the consumer price index. The deductible specified in the insurance policy is also linked to the consumer price index.

In the case of forest insurance and forest fire insurance, the premium is linked to the forest insurance premium index and the deductible to the consumer price index.

The maximum compensation and the amount of benefit under Health Insurance, Living Allowance Insurance, Pohjola Traveller's Insurance, Life Insurance and Disability Insurance are linked to the latest series of the consumer price index. If, however, the amount of benefit decreases with age in Life Insurance and Disability Insurance, the insurance premium is linked to the consumer price index.

Insurance policies to which the terms and conditions of Insurance no longer sold apply

In the case of life insurance, disability insurance and travellers insurance, the sums insured recorded in the insurance policy are linked to the consumer price index. The sums insured of medical expenses insurance and accident insurance are linked to the consumer price index subgroup related to the price development of products and services in the medical and health care sectors. If, however, the sum insured decreases with age or is not expressed in euros owing to the type of compensation, the insurance premium is linked to the consumer price index. In the case of medical treatment expenses insurance, medical treatment insurance, medical expenses insurance and accident insurance, the deductible expressed in euros and the premium are linked to the consumer price index subgroup related to the price development of products and services in the medical and healthcare sectors.

In the case of non-life insurance, the sums insured recorded in the policies for moveable property, luggage, liability and legal expenses insurance are linked to the consumer price index. The sum insured recorded in the property insurance policy for buildings is linked to the construction cost index. In the case of full-value property insurance, the insurance premium is linked to the consumer price index as regards moveable property and to the construction cost index as regards buildings. The maximum compensation recorded in the insurance policy for moveable property is linked to the consumer price index. The deductible specified in the insurance policy is also linked to the consumer price index.

13.4.1 Index clause for the sum insured

The adjustment index used is the calendar month index four months before the first day of the insurance period. The sum insured recorded in the insurance policy is adjusted at the beginning of every insurance period by the same percentage as the adjustment index deviates from the adjustment index most recently used.

As of the beginning of the insurance period, the insurance premium is altered to match the adjusted sum insured.

The sum insured is rounded off to the nearest full euro.

In the case of non-life insurance, the ratio of the sum insured at the moment of loss or damage to the sum insured recorded in the insurance policy will be identical to the ratio of the calendar month index four months before the loss date to the adjustment index most recently used. In such a case, however, the sum insured at the moment of loss will be a maximum of 15% above the sum insured recorded in the insurance policy or the sum insured adjusted at the beginning of the previous insurance period.

13.4.2 Index clause for the premium

The adjustment index used is the index for September of the calendar year preceding the first day of the insurance period. However, as regards forest insurance, the adjustment index used is the index of the calendar year preceding the first day of the insurance period. The insurance premium for each insurance period is changed by the same percentage as the adjustment index deviates from the adjustment index most recently used.

In insurance policies based on sums insured, the sum insured for the insurance period changes to match the adjusted insurance premium.

When the amount of benefit decreases with age in life insurance and disability insurance, the amount of benefit is determined on the basis of the premium. The premium for impaired risk is calculated from the amount of benefit.

13.4.3 Index clause for maximum compensation under MyHome Insurance

The adjustment index used is the index for September of the calendar year preceding the first day of the insurance period. In the case of full-value insurance for building, moveable property and parts of a flat/house, the maximum compensation, recorded in the insurance policy, is adjusted at the beginning of every insurance period by the same percentage as the adjustment index deviates from the adjustment index most recently used.

The maximum compensation is rounded off to the nearest full euro.

13.4.4 Index linking of maximum compensation and sums insured under Health Insurance, Living Allowance Insurance, Pohjola Traveller's Insurance, Life Insurance and Disability Insurance.

The benchmark index used is the index for September of the calendar year preceding the first day of the insurance period. The maximum compensation amounts and the amounts of benefit recorded in the insurance policy are adjusted at the beginning of every insurance period by the same percentage as the adjustment index deviates from the adjustment index previously used.

The insurance premiums in both Life Insurance and Disability Insurance are made to correspond with the adjusted amount of benefit.

The maximum compensation and the amounts of benefit are rounded off to the nearest full euro.

13.4.5 Index linking of maximum compensation under non-life insurance and insurance of the person to which the terms and conditions of Insurance no longer sold apply

The adjustment index used is the index for September of the calendar year preceding the first day of the insurance period. In the case of full-value insurance for moveable property, the maximum compensation, recorded in the insurance policy, is adjusted at the beginning of every insurance period by the same percentage as the adjustment index deviates from the adjustment index most recently used.

The maximum compensation is rounded off to the nearest full ten euros.

13.4.6 Index clause for the deductible

The adjustment index used is the index for September of the calendar year preceding the first day of the insurance period. The deductible recorded in the insurance policy is adjusted at the beginning of every insurance period by the same percentage as the adjustment index deviates from the adjustment index most recently used.

The deductible is rounded off to the nearest full euro.

14 Termination of insurance contract

14.1 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.

Notice given to one of the insurance companies is also valid for the other insurers.

14.2 Insurance company's right to terminate non-life insurance during the insurance period (§15)

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

- 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
- 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 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

- the insured has wilfully or through gross negligence failed to observe the safety regulations
- the insured has wilfully or through gross negligence caused the insurance event, or
- 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.

14.3 Insurance company's right to terminate insurance of the person during the insurance period (§17)

During the insurance period, the insurance company has the right to terminate the insurance or to terminate the cover for an individual insured person under Sports Cover 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 2.1 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 2.1 above and, regardless of this, the insurance contract is binding on the insurance company on the basis of that clause
3. during the insurance period, a change as referred to in clause 5 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.

14.4 Procedure when the insurance company terminates an insurance policy during the insurance period

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.

14.5 The insurance company's right to terminate non-life insurance at the end of the insurance period (§16)

The insurance company has the right to give notice of termination of an insurance 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.

14.6 The insurance company's right to terminate insurance of the person at the end of the insurance period (§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 notice of termination will be sent one month before the end of the premium period at the latest or, if the premium period has not been agreed, one month before the end of the calendar year at the latest. Notice of termination has a mention of the grounds for termination.

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.

However, in the case of life insurance or disability insurance, the insurance company does not have the right to give notice.

14.7 Change of owner (§63)

If the insured property is transferred to a new owner other than the policyholder or the policyholder's estate, or when the holder of a vehicle sold on hire-purchase becomes the owner, the insurance for that property will terminate. If an insurance event takes place within 14 days of the transfer of ownership, the new owner will, however, be entitled to compensation unless he/she has taken out insurance on the property.

In legal expenses and consequential loss insurance policies included in an insurance package for motor vehicles, the insurance contract will terminate if the insured property is transferred to a new owner.

14.8 Notice of termination of life insurance (§21)

If the life insurance has been valid for more than a year, the insurance company will send the policyholder a reminder one month before the termination of the validity period at the latest, and three months at the earliest.

If the insurance company fails to send this reminder, the life insurance remains valid. However, the period of validity terminates in one month's time from the date on which the delayed reminder was sent to the policyholder and at the latest in six months' time from the end of the validity period of the insurance.

15 Digital services

If the policyholder has concluded a private customer's digital services agreement, the policyholder may attend to personal insurance matters using OP's digital services, such as the op.fi service. Use of the services is possible to the extent determined by OP. This may include the right to view the details of insurance policies in force or to file loss reports. When the policyholder uses OP's digital services to attend to his/her insurance matters, the general terms and conditions for private customer's digital services, which are supplied to the customer when concluding the agreement, shall apply to the insurance in addition to these insurance terms and conditions.

The insurance company is entitled to send all insurance-related information, such as decisions, messages, notifications, responses, changes and notices of termination, exclusively in electronic form to OP's online and mobile services. The policyholder has the right to receive the aforementioned information by post within reasonable time from the day on which the policyholder informed the insurance company that s/he wishes to receive the information by post.

16 Statutory right to perform profiling

When performing its risk management duties stipulated by the Insurance Companies Act and other relevant regulation, the insurance company has the right to perform profiling.

17 Applicable law and calculation bases

Finnish law shall apply to all insurance contracts, and the calculation bases required by the Insurance Companies Act shall additionally apply to personal insurance.

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Domicile: Helsinki, main line of business: non-life insurance companies

Regulatory authority: Financial Supervisory Authority, finanssivalvonta.fi/en

