



# Foreign Citizen Travel Insurance

General Insurance Terms and Conditions and General Terms of Contract  
Valid as of 1 January 2020

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

## GENERAL INSURANCE TERMS AND CONDITIONS

### 1 Purpose of insurance

The purpose of insurance is to indemnify the insured for any loss or damage incurred during a trip and caused by a loss event mentioned in these insurance terms and conditions as stated in the policy and in accordance with the terms and conditions of the insurance.

### 2 Content of insurance

The insurance comprises, as agreed, either

- traveller's insurance or
- luggage insurance or
- both.

### 3 General provisions

#### 3.1 Those insured

##### 3.1.1 Those insured

The persons mentioned in the insurance policy and staying temporarily in Finland are the insured.

Also insured under luggage insurance are a spouse or common-law spouse and other family members living in the same household and travelling with the insured.

##### 3.1.2 Common-law spouse

A common-law spouse is a person who co-habits with the insured at the same address and lives with him/her in a relationship comparable to marriage.

#### 3.2 Validity

##### 3.2.1 Territorial scope and validity

The insurance is valid in Finland.

The insurance is valid on a trip lasting a maximum of three months. If a continuous trip lasts longer, the insurance shall cease to be valid after three months from the date of departure.

Insurance covering any period of travel in excess of three months can be taken only through a supplementary agreement at an additional premium, subject to Pohjola Insurance's approval.

##### 3.2.2 Flight

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

The insurance is valid during a flight if the insured is traveling as a passenger on board an aircraft provided with nationality markings.

### 3.2.3 Competitive sports, special types of sport and special trips

Traveller's insurance is not valid in competitive sports and training for such sports.

Traveller's insurance is not valid in the following sports and hobbies:

- combat and contact sports, including boxing, wrestling, judo and karate
- strength sports, including weight and power lifting
- motor sports
- airborne sports, including parachuting, gliding, hot-air ballooning, bungee jumping, hang-gliding and flying in an ultra-light or amateur-built aircraft
- climbing sports, including mountain, rock and wall climbing
- speed and downhill skiing or the equivalent
- scuba diving and whitewater canoeing.

Insurance covering these sports can be taken out only through a supplementary agreement at an additional premium, subject to Pohjola Insurance's approval.

### 3.2.4 Nuclear accident and war

The insurance does not cover any loss caused by

- the sudden effect of a weapon or device based on nuclear reaction destroying people in large numbers
- war or armed conflict. The exclusion contained in this item will not be applied within 14 days following the commencement of armed operations, except where a major war is concerned, provided that the insured has begun his/her trip prior to the said operations and has not participated in the operations.

## 3.3 Claims settlement expenses

The insurance will indemnify for the cost of the following documents required by Pohjola Insurance:

- medical statement
- records of police investigations
- certificates from the authorities
- repair cost estimate
- the cost of an emergency or claims service approved by Pohjola Insurance in advance.

## 3.4 Deductible

In all loss events the insured is responsible for a certain amount of the loss. This deductible is recorded in the policy.

## 3.5 Manual wage-earning work

The insurance is valid during manual work, subject to a separate agreement and an additional premium.

# 4 Traveller's insurance

## 4.1 Acute illness

4.1.1 Acute illness shall mean illness which has required treatment by a doctor and which occurred or the first symptoms of which appeared in Finland only after the insurance took effect.

The insurance does not cover any illness caused by the misuse of alcohol or medicine or by the use of drugs.

## 4.2 Accident

4.2.1 Accident is a sudden, external occurrence which is beyond the control of the insured and causes bodily injury.

An injury caused, through no fault of the insured, by sudden exertion and movement, and for which medical treatment has been given within 14 days as of the occurrence of the injury, is also considered an accident.

The concept accident also comprises unintentional drowning, heatstroke, sunstroke, hypothermia, injury caused by a considerable variation in atmospheric pressure and gas poisoning sustained by the insured, as well as poisoning caused by a substance taken by mistake.

### 4.2.2 The concept accident does not cover an injury caused by

- an occurrence due to a disease or physical handicap of the insured
- an operation, treatment or other medical measures undertaken in order to treat a disease or bodily injury, except where the measures in question are taken in order to treat an injury covered by this insurance
- poisoning due to medicine, alcohol or drugs used by the insured
- the poisonous effect of a substance taken as food, or
- biting on a tooth or false teeth, although an external factor may have contributed to the occurrence of the injury (see item 4.3.2).

4.2.3 Where a disease or defect not related to the accident has materially contributed to the injury caused by the accident, indemnity will be paid only insofar as the injury can be considered a consequence of the accident in question.

4.2.4 The insurance does not indemnify for the psychic consequences of an accident.

## 4.3 Indemnities

### 4.3.1 Treatment of illness or injury

The treatment expenses incurred in Finland will be covered on the basis of original bills or receipts insofar as they are not subject to statutory compensation. The expenses will be covered up to the sum insured recorded in the insurance policy or its attachment. Treatment expenses incurred on account of an illness are coverable over a maximum period of 90 days as from the commencement of treatment, and treatment expenses caused by an accident are covered over a maximum period of three years as of the day the accident occurred.

### 4.3.2 Treatment expenses comprise

- any necessary expenses arising from the treatment or examination carried out or prescribed by a doctor, together with reasonable local travel expenses
- the necessary costs for repairing or replacing spectacles, hearing aid or false teeth in use when the accident occurred
- the necessary expenses for the treatment or examination of an injury if given or prescribed by a dentist, including reasonable local travel expenses as well as the necessary treatment of acute toothache, including reasonable travel expenses. These expenses are covered although the ache is caused by biting or by other reasons than travel-time illness.

#### 4.3.3 The treatment expenses do not include

- the costs of staying at a rehabilitation institution, a spa or a naturopathic centre, nor the travel expenses there and back
- loss of income due to treatment or other indirect losses.

## 5 Luggage insurance

### 5.1 Object of insurance

5.1.1 The object of insurance is luggage, which means property of the insured taken along during the trip, including tickets.

#### 5.1.2 Luggage does not comprise

- motorized vehicles, caravans or other trailers, water or aircraft, nor any parts or accessories thereof
- merchandise, samples of goods, advertising material, commercial or educational films or tapes, photographs, drawings, manuscripts, collections or parts thereof
- securities, credit cards and money
- removal goods
- animals or plants.

### 5.2 Coverable loss events and related restrictions

5.2.1 The insurance indemnifies for any unforeseen direct material damage produced by some sudden cause.

#### 5.2.2 The insurance does not indemnify for

- any loss arising from the loss of goods or from leaving them behind
- any loss arising from the ordinary use of goods, or damage to goods, caused by chafing, scratching or insufficient cover
- any loss of or damage to bicycles, skis or other sports equipment occurring while the equipment is being used for its intended purpose
- any loss caused by corrosive or staining substances brought along or by the leakage of any liquids or the breakage of bottles containing beverages brought along
- any loss caused by normal weather conditions or natural phenomena, except where the luggage has been left in the custody of a hotel, service station, haulage or transport company, tour organizer or similar
- any loss arising from an action taken by the authorities
- any loss which is indemnified under some special law, guarantee or other insurance.

### 5.3 Safety regulations

5.3.1 If an object or equipment the value of which exceeds EUR 340 is kept in a hotel room, it must be stored in a space which can be locked separately, provided this is possible in view of the use and the size of the object and the prevailing circumstances.

5.3.2 An object or equipment the value of which exceeds EUR 340 must not in daytime be kept in a place easily visible to passers-by, or at night in a motor vehicle, uninhabited caravan or other type of trailer parked over night or in a boat entrusted to a third party.

5.4 In order to avoid theft, luggage must be supervised sufficiently

5.4.1 A damaged object must not be destroyed or disposed of without specific reason.

5.4.2 If an object has been damaged or lost in transit, the damage or loss must be reported to a representative of the haulage or transport company.

### 5.5 Indemnification regulations

#### 5.5.1 Extent of indemnity

5.5.2 The insurance covers any direct material damage caused to an insured object by a loss event. Where material damage is concerned, the upper limit of Pohjola Insurance's liability is the sum insured recorded in the policy for the property in question. The total value of the luggage does not affect the amount of indemnity (see item 5.7.3).

#### 5.5.3 Regardless of the sum insured, the insurance covers

- any reasonable expenses incurred in the searching of lost luggage, provided the luggage has been entrusted to a hotel, service station, haulage or transport company, tour organizer or similar
- any reasonable expenses incurred in rescuing the luggage and in efforts to minimize loss or damage.

### 5.6 Calculation of the amount of indemnity

5.6.1 Where an object has been lost or damaged beyond repair, the amount of indemnity equals the current value of the object, which means the amount obtained when the replacement value is reduced by the value the object has lost owing to age, use, reduced serviceability or other such factor.

5.6.2 Where damaged property can be repaired, the amount of indemnity equals the repair costs.

5.6.3 If the insured has several insurance policies providing the same benefit, the aggregate amount of indemnity must not exceed the amount of loss reduced by the deductible.

### 5.7 Other regulations relating to indemnity

5.7.1 Instead of paying indemnity in cash, Pohjola Insurance has the right to have a damaged object repaired or replaced by another corresponding object.

5.7.2 If lost property is recovered following payment of indemnity, the policyholder must immediately hand the recovered property over to Pohjola Insurance or return the corresponding amount of indemnity.

5.7.3 Any damaged or remaining undamaged property will remain in the policyholder's possession. However, Pohjola Insurance is entitled to redeem damaged property or part thereof assessed in accordance with the principles applied prior to the loss event. As a result of a claim, the sum insured will be reduced by the amount of indemnity paid.

## GENERAL TERMS OF CONTRACT

The General Terms of Contract contain the relevant provisions of the Insurance Contracts Act. The insurance contract is also subject to certain provisions of the Insurance Contracts Act not appearing from these General Terms of Contract.

### 1 Key concepts

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

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

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

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

**The insurer** is the insurance company issuing the insurance. In these terms and conditions, the insurer is referred to as 'the insurance company'.

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

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

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

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

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

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

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

### 2.1 Obligation of the policyholder and insured to disclose information

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

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

### 2.2 Failure to disclose information

#### 2.2.1 Insurance of the person

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

liability is restricted to what corresponds to the agreed premium or the terms on which the insurance would have been granted.

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

#### 2.2.2 Non-life insurance

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

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

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

### 3.1 Beginning of the insurance company's liability

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

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

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

The insurance bill contains a mention to this effect.

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

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

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

## 3.2 Grounds for granting insurance

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

## 3.3 Validity of insurance contract

### 3.3.1 Insurance of the person

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

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

### 3.3.2 Non-life insurance

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

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

### 3.3.3 Fixed-period insurance

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

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

## 4 Insurance premium

### 4.1 Premium payment

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

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

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

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

### 4.2 Delayed premium

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

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

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

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

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

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

### 4.3 Returning premium at the termination of a contract

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

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

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

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

### 4.4 Setoff against premiums to be returned

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

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

### 5.1 Insurance company's obligation to disclose information

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

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

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

The list of insured persons maintained by the insurance company for the purpose of calculating the insurance premium does not constitute a list of persons referred to in Section 76 of the Insurance Contracts Act.

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

#### 5.2.1 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 insurance company must be notified of any such changes no later than one month of receipt of the annual bulletin following such a change. Changes in the person's state of health do not have to be reported. The insurance company reminds policyholders in the annual bulletin of their disclosure obligation.

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

If the above-mentioned consequences of failure to disclose information lead to a result that is clearly unreasonable

from the point of view of the policyholder or another party entitled to compensation, they may be adjusted.

#### 5.2.2 Non-life insurance

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

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

### 5.3 Decrease in risk of loss

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

### 5.4 Provision of information on termination of group insurance

If a group insurance policy terminates as a result of action taken by the insurance company or the group insurance policyholder, the insurance company will notify the insured persons of such termination in the manner deemed appropriate in view of the circumstances. If agreed in the group insurance that the insurance company shall keep a list of the insured persons in the insurance, these persons will be notified of the termination of the insurance. If the insurance company does not keep a list of those insured, the notice of termination will be given in the manner agreed in the group insurance contract on providing the information specified in clause 5.1 above.

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

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

### 6.1 Obligation to observe the safety regulations

The insured must observe the safety regulations recorded in the policy, in the insurance terms and conditions or otherwise provided in writing. If the insured has wilfully or through negligence which cannot be deemed minor failed to

observe the safety regulations, the insurance company may reduce or disallow any compensation payable to him/her. The effect of the failure to observe the safety regulations on the occurrence of the loss or damage is taken into account when considering whether to reduce or disallow compensation. The insured person's intent or the type of negligence and any other circumstances will also be taken into account.

## 6.2 Obligation to prevent and limit loss or damage (salvage obligation)

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

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

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

## 6.3 Failure to observe the safety regulations and the salvage obligation in liability insurance

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

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

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

# 7 Causing an insurance event

## 7.1 Insurance of the person

### 7.1.1 Occurrence of the insurance event

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

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

### 7.1.2 Insurance event caused by a person entitled to compensation or benefit

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

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

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

## 7.2 Non-life insurance

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

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

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

## 7.3 Causing an insurance event in liability insurance

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

# 8 Identification with another person under non-life insurance

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

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

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

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

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

## 9 Irresponsibility and emergency

### 9.1 Insurance of the person

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

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

### 9.2 Non-life insurance

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

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

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

## 10 Beneficiary clause in insurance of the person

### 10.1 Beneficiary

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

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

not payable to the policyholder under the insurance terms and conditions.

### 10.2 Form of the beneficiary clause

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

## 11 Claims settlement procedure

### 11.1 Duties of claimant

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

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

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

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

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

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

### 11.2 Limitation on right to obtain compensation

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

### 11.3 The insurance company's obligations

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

The insurance company will pay the compensation resulting from the insurance event in accordance with the insurance contract or notify the claimant of non-payment of compensation without delay and, at the latest, in one



month's time of the date on which it received the documentation and information necessary for the assessment of its liability. If the amount of compensation is disputed, the insurance company will nonetheless pay any undisputed part of the compensation within the above-mentioned period.

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

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

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

#### 11.4 Setoff against compensation

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

#### 11.5 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.

## 12 Lodging an appeal against a decision taken by the insurance company

### 12.1 Right to correct

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

### 12.2 FINE

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

### 12.3 District court

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

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

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

## 13 Insurance company's right of recovery

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

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

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

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

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

## 14 Altering an insurance contract

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

#### 14.1.1 Insurance of the person

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

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

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

#### 14.1.2 Non-life insurance

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

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

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

### 14.2 Altering the terms of contract of a continuous policy at the end of an insurance period

#### Notification procedure

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

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

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

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

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

#### Changes requiring termination of insurance

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

## 15 Termination of group insurance contract

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

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

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

#### 15.2.1 Insurance of the person

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

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

#### 15.2.2 Non-life insurance

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

1. the policyholder or the insured has, before the insurance was granted, submitted erroneous or deficient information and the insurance company, had it known the circumstances, would have refused to grant the insurance;
2. during the insurance period, a change which has essentially increased the risk of loss or damage has occurred in the circumstances recorded in the insurance policy or reported by the policyholder or the insured to the insurance company at the time the contract was entered into, and which the insurance company cannot be deemed to have taken into account when concluding the contract

3. the insured person has wilfully or through gross negligence failed to observe the safety regulations;
4. the insured person has wilfully or through gross negligence caused the insurance event, or
5. the insured person has, after the insurance event, fraudulently provided the insurance company with incorrect or insufficient information relevant to the assessment of the insurance company's liability.

### 15.2.3 Procedure

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

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

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

#### 15.3.1 Insurance of the person

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

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

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

#### 15.3.2 Non-life insurance

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

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

### 15.4 Termination of insurance in respect of the insured

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

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

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

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

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

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

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

## 17 Digital services

If the policyholder has concluded a corporate customer's digital services agreement, the policyholder may attend to his/her insurance matters in OP's digital services, such as the op.fi service. Using 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 corporate customer's digital services, supplied to the customer when concluding the agreement, shall apply to the insurance in addition to these terms of contract.

The insurance company has the right to send all insurance-related information, such as decisions, messages, notifications, responses, changes and notices of termination only electronically 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 he/she wishes to receive the information by post.

## 18 Applicable law and calculation bases

The insurance is subject to Insurance Contracts Act and other Finnish law.

Pohjola Insurance Ltd, Business ID: 1458359-3

Helsinki, Gebhardinaukio 1, 00013 OP, Finland

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

Regulatory authority: Financial Supervisory Authority, [finanssivalvonta.fi/en](https://finanssivalvonta.fi/en)

