



# Insurance for your home and home contents

Extrasure Insurance Terms and Conditions, valid as of 1 January 2024

## CONTENTS

Common provisions .....	3	4 Deductible.....	12
MyHome Insurance.....	3	5 Costs indemnified in addition to material damage .....	12
1 Insured persons .....	3	6 Indemnity for damage to movable property.....	12
2 Insurance location and validity at the place of insurance.....	3	7 Indemnification of a building, parts of a building, or a rented or owner apartment.....	13
3 Validity of the insurance for moveable property outside the insurance location .....	3	8 False information and under and overinsurance.....	14
4 Property insured .....	3	9 Indemnity for damage to soil and garden .....	14
5 Coverable insurance events.....	5	10 Indemnity for an animal .....	14
6 Losses excluded from cover .....	6	11 Depreciation and sentimental value .....	15
7 Safety and indemnification regulations.....	7	12 Reduction of the sum insured as a result of indemnity.....	15
Valuables insurance .....	7	13 Indemnity for mortgaged property.....	15
1 Territorial limits.....	7	14 Value added tax.....	15
2 Property insured .....	7	General liability insurance.....	15
3 Coverable insurance events.....	7	1 Insured persons .....	15
4 Losses excluded from cover .....	7	2 Validity.....	15
5 Safety and indemnification regulations.....	8	3 Coverable insurance events.....	15
Small boat insurance.....	8	4 Losses excluded from cover .....	16
1 Territorial limits.....	8	5 Special measures to be taken in the occurrence of an insurance event.....	16
2 Property insured .....	8	6 Indemnification regulations.....	16
3 Coverable insurance events.....	8	7 Joint and several liability.....	17
4 Safety and indemnification regulations.....	8	8 Extension to forestry .....	17
Safety regulations .....	8	Legal expenses insurance.....	17
1 Significance of safety regulations .....	8	1 Purpose of insurance .....	17
2 Fire safety.....	8	2 Persons insured.....	17
3 Protective measures against theft and burglary .....	9	3 Courts of law and territorial limits.....	17
4 Protection of property from loss due to leakage or freezing .....	10	4 Coverable insurance events.....	17
5 Protection of property from loss due to a natural phenomenon .....	11	5 Exclusions related to insurance events.....	18
6 Other instructions .....	11	6 Measures to be taken on the occurrence of an insurance event.....	18
Indemnification regulations.....	11	7 Indemnification regulations.....	19
1 Filing a claim.....	11	8 Extension to forestry .....	20
2 Upper limits of indemnity.....	11	Lessor's general liability insurance.....	20
3 Indemnification alternatives.....	11	1 Insured persons and objects of insurance .....	20

2 Validity.....	20	6 Safety and indemnification regulations.....	25
3 Coverable insurance events.....	20	Travel liability insurance.....	25
4 Losses excluded from cover.....	20	1 Insured persons.....	25
5 Special measures to be taken in the occurrence of an insurance event.....	21	2 Coverable insurance events.....	25
6 Indemnification regulations.....	21	Travel legal expenses insurance.....	26
7 Joint and several liability.....	21	1 Content of insurance.....	26
Lessor's legal expenses insurance.....	21	2 Persons insured.....	26
1 Content of insurance.....	21	3 Courts of law.....	26
2 Persons insured.....	22	4 Coverable insurance events.....	26
3 Courts of law and territorial limits.....	22	5 Indemnification regulations.....	26
4 Coverable insurance events.....	22	6 Other regulations concerning indemnity.....	27
5 Indemnification regulations.....	22	General Terms of Contract.....	27
6 Other regulations concerning indemnity.....	23	1 Concepts (§§2 and 6).....	27
Lessor's consequential loss insurance.....	23	2 Disclosure of information prior to concluding an insurance contract.....	27
1 Insured persons.....	23	3 Beginning of the insurance company's liability and validity of the insurance contract.....	28
2 Object and validity of insurance.....	23	4 Insurance premium.....	28
3 Coverable insurance events.....	23	5 Policyholder's obligation to disclose information about any increase in risk (§§ 26, 27 and 34).....	29
4 Safety regulations.....	23	6 Obligation to prevent and limit loss or damage under non-life insurance.....	30
5 Indemnification regulations.....	23	7 Causing an insurance event.....	31
Travel insurance.....	24	8 Identification with another person under non-life insurance (§ 33).....	31
Common provisions to all travel policies.....	24	9 Beneficiary clause under insurance of the person.....	31
1 Territorial limits.....	24	10 Claims settlement procedure.....	32
2 Period of validity.....	24	11 Lodging an appeal against a decision taken by the insurance company (§§ 8, 68 and 74).....	33
3 Effect of residence on insurance validity.....	24	12 Insurance company's right of recovery (§75).....	33
4 Nuclear accident.....	24	13 Altering an insurance contract.....	33
5 Applicability of General Contract Terms and Conditions.....	24	14 Termination of insurance contract.....	36
Pohjola luggage insurance.....	24	15 Digital services.....	37
1 Content of insurance.....	24	16 Statutory right to perform profiling.....	37
2 Persons insured.....	24	17 Applicable law and calculation bases.....	37
3 Property insured.....	24		
4 Coverable insurance events.....	25		
5 Losses excluded from cover.....	25		

The insurance cover selected for each type of property and the types of liability and legal expenses insurance are indicated in the policy document.

## Common provisions

### Nuclear accident and war

Non-life insurance does not cover any loss or damage caused by

- by a nuclear accident as referred to in the Nuclear Liability Act, or caused by material, equipment or weapons based on nuclear reaction or ionising radiation, regardless of where the nuclear accident occurred
- a war or armed conflict.

## MYHOME INSURANCE

### 1 Insured persons

Those insured are the policyholder and the persons residing permanently in the same household as the policyholder.

### 2 Insurance location and validity at the place of insurance

#### 2.1 Building

The insurance of a building is valid at the location of the building at the place of insurance specified in the insurance policy.

#### 2.2 Parts of rented and owner-occupied flats

'Parts of a flat' refer to fixed machinery and equipment related to residential use of the rented or owner-occupied flat, floor, wall and ceiling coverings, structures and fixed interior decoration.

The insurance for parts of a flat is valid in the rented or owner-occupied flat, specified in the insurance policy, which constitutes the insurance location of these parts.

#### 2.3 Moveable property

##### 2.3.1 Moveable property in a detached home or holiday home and in a building located in the grounds

Insurance for home or holiday-home contents is valid in the detached home or holiday home specified in the insurance policy. In addition, the insurance is valid in buildings related to the use of this detached home or holiday home and located in the grounds. This detached home or holiday home and the buildings related to its use stated above constitute the insurance location of the home and holiday-home contents.

##### 2.3.2 Moveable property in outbuildings and saunas

The insurance for the adjacent and sauna building contents is valid in the outbuilding and sauna building, specified in the insurance policy, which constitutes the insurance location of these contents.

##### 2.3.3 Moveable property in other buildings

The insurance for moveable property in buildings other than detached houses, holiday homes, outbuildings and saunas is valid in the building, specified in the insurance policy, which constitutes the insurance location of the property in other buildings.

##### 2.3.4 Moveable property in rented or owner-occupied flat

The insurance for moveable property in rented or owner-occupied flats is valid in the flat specified in the insurance policy and the storage space related to the use of the flat, which constitute the insurance location of the moveable property.

##### **Restriction:**

In the case of damage to property which at the time of loss was kept in an attic, cellar or other storage space outside a rented or owner-occupied flat or in a common storage space for sports and recreational equipment, the maximum amount of compensation payable per loss event is 10 per cent of the maximum indemnity specified in the insurance policy for the home and holiday-home contents.

##### 2.3.5 Stored moveable property

The insurance for stored moveable property is valid in the building, specified in the insurance policy, which constitutes the insurance location of the moveable property.

### 2.4 Other property

The insurance for other property is valid in the building, specified in the insurance policy, which constitutes the insurance location of the property.

### 3 Validity of the insurance for moveable property outside the insurance location

#### 3.1 Main rule

The insurance is valid elsewhere in Finland or in the other Nordic countries up to a maximum total of EUR 5,000 for insured moveable property which has been temporarily transferred away from the insurance location.

The upper limits of indemnity above apply even if the property is included in several insurance policies providing the same benefit.

#### 3.2 Removals

When the insured moves from one permanent residence to another, the insurance for home contents and parts of the dwelling is effective outside the insurance location in Finland up to the maximum indemnity for home or holiday home contents specified in the insurance policy for two months of the date of removal.

#### 3.3 Theft of moveable property kept in a motor vehicle, trailer, boat, boot, pannier or tent

Theft of moveable property kept in a motor vehicle, trailer, boat, an outer boot of a vehicle or a trailer, a vehicle pannier or tent is indemnified up to a maximum of EUR 1,000.

If, however, such property is more than a straight-line distance of 50 kilometres from the residence, place of work, place of study and holiday home of the insured, the maximum indemnity will be determined under 3.1 above.

In the case of moving house, the maximum indemnity is determined under 3.2 above.

### 4 Property insured

The object of insurance is the property stated in the insurance policy.

## 4.1 Building

Where the object of insurance is a building, the cover includes fixed machinery and equipment related to use of the building and the following related items serving the building

- located in the building or on the same property as the building
  - oil tanks
  - heating fuel up to an amount corresponding to one year's consumption
- electrical and other cables, conductors and pipes extending as far as the connection with the municipal or other public mains.

If the insured building is a detached home or holiday home, the insurance also covers

- the following property in the grounds of the building related to the use of the insured building, up to EUR 7,000:
  - ordinary fixed structures and
  - wells, including their equipment
  - root cellars, open shelters, light-built structures and buildings of a maximum of 12m<sup>2</sup>, excluding sauna buildings
- soil and garden in the tended grounds.

By 'grounds' we refer to a tended area no larger than a hectare which is in the possession of the insured and immediately surrounds the insured detached home or holiday home.

A garden includes any plants introduced, and the trees and bushes in the tended grounds. Forested plots and areas in their natural state are not covered by the insurance.

### Restrictions:

The insurance does not cover jetties, shoreline constructions and structures or French drains.

## 4.2 Construction and renovation

The buildings and parts of rental and owner-occupied flats referred to in the insurance policy are insured also when they are being built or renovated.

The insurance on a building and parts of a rented and owner-occupied flat also covers the following property during the period of construction and renovation:

- building materials intended to be transferred to the insurance location and owned by the insured person, provided that the materials are transferred to the insurance location within six months of the date of the transfer of ownership
- building materials removed from the insurance location for a continuous period of no more than six months of the date of removal
- the on-site tools owned by the insured person are covered up to a total of EUR 5,000 and the on-site clothing and tools of outside workers performing the construction or renovation, any temporary site buildings and hired and borrowed machines and equipment up to a total of EUR 5,000. Damage caused by fire to the above property will be compensated under the cover for fire and natural phenomenon. In addition, loss of or damage to property covered under crime cover is indemnified if the crime cover is included in the insurance.

## 4.3 Parts of rented and owner-occupied flats

'Parts of a flat' refers to fixed machinery and equipment related to the residential use of the rented or owner-occupied flat, floor, wall and ceiling coverings, structures, and fixed interior decoration.

The insurance includes, up to the maximum indemnity specified in the insurance policy, the following:

- any parts of a flat for the maintenance of which, under the Limited Liability Housing Companies Act, the owner (shareholder) of a flat is responsible
- extensions of the owner's maintenance liability laid down in the Articles of Association or decided by the shareholders' meeting, and
- parts of the flat that the owner has installed or built themselves, or has had made.

### Restrictions:

Damage to parts of a flat are indemnified only when the owner of the building is not liable to repair the damage.

## 4.4 Structures in the grounds and the garden

Structures in the grounds of a detached home or holiday home can be insured through a supplementary agreement and at an additional premium.

Structures in the grounds of a rented dwelling or an owner-occupied flat can be insured through a supplementary agreement and at an additional premium.

By the 'grounds', we refer to a tended area no larger than a hectare in the sole possession of the insured that immediately surrounds the insured detached home, holiday home, rented dwelling or owner-occupied flat.

## 4.5 Moveable property

### 4.5.1 Home contents

Home contents refer to household effects owned by the insured.

The insured home contents also include

- cash, other payment instruments and securities of each of those insured up to a maximum of EUR 500
- pets usually kept inside the home up to EUR 1,500
- foodstuff and other frozen products up to EUR 1,500
- boats manufactured for use as rowing boats not equipped with a steering console, up to a total of EUR 1,500
- outboard motors of a maximum of 3.7 kW (5 hp) up to a maximum total of EUR 1,500
- tools, up to a total of EUR 5,000, owned by those insured and used by them in the capacity of private individuals in gainful employment or in a private firm
- garden tractors and devices intended solely for use by children and not subject to registration or exempt from motor liability insurance, up to a total of EUR 5,000
- pedelec bicycles and other electric transportation devices not subject to registration and exempt from motor liability insurance, up to a total of EUR 5,000
- light-built tarpaulin shelters in the insurance location and in the grounds specified in clause 4.4, for up to a total of EUR 1,500.

Home contents also include leased or borrowed property for household use which, if owned by the insured, would be included in their insured home contents.

**Restrictions:**

Tools used in gainful employment exclude stock-in-trade, raw materials, product samples or advertising material.

Loss or damage to garden tractors and devices intended solely for use by children and not subject to registration or exempt from motor liability insurance is indemnified when covered under fire or natural phenomena cover. In addition, loss of or damage to property covered under crime cover and pipeline leakage cover is indemnified if crime cover and pipeline leakage cover is included in the insurance for moveable property.

Indemnity for damage caused to leased or borrowed moveable property is paid only if the damage is not indemnified by other insurance.

**4.5.2 Holiday-home contents**

Holiday-home contents refer to household effects owned by the insured.

The insured holiday-home contents also include

- foodstuff and other frozen products up to EUR 1,500
- boats manufactured for use as rowing boats not equipped with a steering console, up to a total of EUR 1,500
- outboard motors of a maximum of 3.7 kW (5 hp) up to a maximum total of EUR 1,500
- garden tractors and devices intended solely for use by children and not subject to registration or exempt from motor liability insurance, up to a total of EUR 5,000
- pedelec bicycles and other electric transportation devices not subject to registration and exempt from motor liability insurance, up to a total of EUR 5,000
- light-built tarpaulin shelters in the insurance location and in the grounds specified in clause 4.4, for up to a total of EUR 1,500.

Holiday-home contents also include leased or borrowed property for household use which, if owned by the insured, would be included in the insured holiday-home contents.

**Restrictions:**

Holiday-home contents do not include belongings in daily personal use, such as mobile phones and glasses.

Loss or damage to garden tractors and devices intended solely for use by children and not subject to registration or exempt from motor liability insurance is indemnified when covered under fire or natural phenomena cover. In addition, loss of or damage to property covered under crime cover and pipeline leakage cover is indemnified if crime cover and pipeline leakage cover is included in the insurance for moveable property.

Indemnity for damage caused to leased or borrowed moveable property is paid only if the damage is not indemnified by other insurance.

**4.3.5 Moveable property in the adjacent and sauna building**

Moveable property in outbuildings and sauna buildings refers to household effects owned by the insured.

It also comprises leased or borrowed property for household use which, if owned by the insured, would be included in insured moveable property in the outbuilding or sauna building.

**Restriction:**

Indemnity for damage caused to leased or borrowed moveable property is paid only if the damage is not indemnified by other insurance.

**4.5.4 Moveable property in other buildings**

Moveable property in buildings other than detached houses, holiday homes, outbuildings or saunas refers to property intended for household use which is kept in the building specified in the insurance policy.

**4.5.5 Stored moveable property**

Stored moveable property refers to property intended for household use which has been temporarily transferred away from the place of insurance.

**Restriction:**

A single stored object is insured for up to EUR 5,000.

**4.5.6 Other property**

Other property refers to separately specified property which is not included in the insurance for the contents of a rented or owner-occupied flat, in the insurance for the contents of a detached house, holiday home, outbuilding or sauna, nor in the insurance for stored property.

**4.6 Property not covered by the insurance**

Property not covered by the insurance includes:

- tools used in gainful employment which
  - are used or owned by a general partnership, a limited partnership, a limited liability company, an association or other organisation
  - have come into the possession of the insured on the basis of a public or private employment or assignment
- data, files or software in IT equipment
- manuscripts, dissertations, theses and the like
- equipment which does not conform to safety regulations and regulations issued by the authorities, and other property the possession or use of which violates existing legislation
- garden tractors, motorised vehicles, bicycles equipped with a motor and electric transportation devices other than those listed in clauses 4.5.1 and 4.5.2
- caravans or other trailers, watercraft or aircraft, nor any parts or accessories of these or of any motorised vehicles. Property covered by the insurance does, however, include permanently fixed charging equipment for electric vehicles at the insurance location. Property covered by the insurance also includes unmanned aerial vehicles intended for recreational or sports use.
- electric current and water.

**5 Coverable insurance events****5.1 Coverable insurance events**

The insurance covers direct material damage caused to the insured property by the insurance events described below, if such an event was sudden and unforeseeable and the insurance cover, on the basis of which said damage can be compensated, was valid at the time when the insurance event occurred.

Whether or not an event is sudden and unforeseeable is assessed objectively on the basis of the cause of the loss, not its consequences.

The insurance always includes cover for fire and natural phenomenon. In addition, the following cover types are available for the insurance:

- Crime cover
- Equipment breakage cover
- Pipeline leakage cover
- Breakage and loss cover.

The insurance policy shows the cover types selected for the insured property.

#### 5.1.1 Fire and natural phenomenon

Under the fire and natural phenomenon cover, the insurance covers fire damage or loss caused by

- fire which has suddenly and unforeseeably broken out
- a sudden and unforeseeable rising of soot from a fireplace or heating unit
- a sudden and unforeseeable explosion.

Under the fire and natural phenomenon cover, the insurance covers damage or loss due to a natural phenomenon caused suddenly and unforeseeably by

- storm wind, whirlwind, downdraft in a cumulonimbus cloud or similar, exceptionally strong wind or a gust of wind
- freshwater or saltwater flooding to a building or parts of a flat and moveable property inside the building
- movement of ice due to freshwater or saltwater flooding
- direct strike of lightning causing mechanical destruction of the insured property. Loss or damage caused by excess voltage resulting from a lightning strike are covered under Equipment Breakage Cover.
- heavy rain to a building or parts of a flat and moveable property inside the building when the water has penetrated directly from the ground surface or through the fixed pipework of the building
- exceptionally heavy hailstorm.

Freshwater flooding here refers to an exceptional water level rise in a river, lake, pond or brook caused by gale-force winds, exceptionally heavy rain, melting snow, or ice and slush dams.

By saltwater flooding, on the other hand, we refer to an exceptionally high rise of the sea level caused by gale-force winds, change in air pressure or flows in the Danish straits.

By an exceptionally high rise of freshwater or saltwater levels we mean such a rise caused by gale-force winds or water level that is likely to occur only once every 50 years or less frequently. A flood caused by a permanent rise in the mean water line, the normal variation of water level or waves is not considered exceptional.

#### 5.1.2 Crime Cover

The insurance covers loss or damage caused by sudden and unforeseeable theft, robbery, burglary or vandalism.

Loss or damage caused by burglary is indemnified if the building, dwelling or place of storage of moveable property is broken into by means of damaging its structures or locks or by other violent means, or by using a key obtained in connection with theft, burglary or robbery.

Vandalism means wilful acts of damage for which the time and place of the event can be determined with accuracy. Wilful act of damage means damaging the object of insurance specifically with intent to damage. Loss caused intentionally by the insured person is not considered vandalism.

#### 5.1.3 Equipment breakage

Under the equipment breakage cover, the insurance covers breakage of machinery, equipment, pipework or cable caused primarily by an internal breakage of said machinery, equipment, pipework or cable due to a sudden and unforeseeable electrical phenomenon or mechanical reason.

#### 5.1.4 Pipeline leakage

The insurance covers leakage damage caused by liquid escaping suddenly and in an unforeseeable manner directly from a building's fixed pipework or a fixed pipework related to the use of the building, or from an operating device connected to it.

The pipework or operating device from which leakage originates is excluded from this cover.

#### 5.1.5 Breakage and Loss Cover

Under Breakage and Loss Cover, the insurance covers loss caused by damage to or loss of property due to a sudden and unforeseeable external reason, provided that said loss has not been defined as being coverable under the fire and natural phenomenon, crime, equipment breakage or pipeline leakage cover. Whether this other cover was valid on the date of occurrence of an insurance event has no relevance.

Under Breakage and Loss Cover, the insurance will never cover any damage or loss caused by fire, natural phenomenon, theft, robbery, burglary, vandalism or the internal breakage of machinery, equipment or pipework, or by liquid escaping from a building's fixed pipework or from an operating device connected to it.

## 6 Losses excluded from cover

The insurance does not cover

**6.1** loss or damage caused by wear and tear, rusting, corrosion, spoiling, moulding, rotting, the spread of fungus, smell, material fatigue or other equivalent gradual phenomenon.

**6.2** loss or damage caused by frost heaving, land subsidence, land movement or rising damp

**6.3** damage caused to a building, part of building, moveable property or parts of a flat if the object of insurance was built without a permission provided for in law or contrary to a granted permission and the permission would not have been granted or will not be granted when applied for again. This exclusion does not apply to losses to moveable property if the lack of a building permit did not contribute to the loss.

**6.4** loss or damage caused by the weight or movement of ice or snow. This exclusion does not apply to movement of ice due to freshwater or saltwater flooding specified in clause 5.1.1.

**6.5** loss of or damage to horticultural, agricultural or forestry products or garden plants caused by natural conditions

**6.6** loss or damage caused by insects, rats, mice, moles, squirrels, hares or rabbits If the object of insurance has valid pipeline leakage cover, however, the insurance covers

fire damage under fire and natural phenomena cover, and damage under pipeline leakage cover caused by the animals listed above.

**6.7** loss or damage caused by a pet through chewing, tearing or scratching, or loss or damage caused by a pet's secretions

**6.8** loss of or injury to an insured pet with the exception of its accidental death or necessary euthanasia due to an accident

**6.9** loss or damage caused by commercial blasting, quarrying or piling. Loss or damage covered under the insurance is, however, indemnified to the extent that the policyholder shows that the party found to be responsible is unable to meet their liability to make good the loss.

**6.10** loss caused by property disappearing or being left behind

**6.11** loss caused by theft, the exact time, circumstances and place of which cannot be determined

**6.12** loss or damage caused wilfully or through gross negligence by the insured person's tenant or a person residing permanently in the same household as the tenant. Nor does the insurance cover loss or damage caused wilfully or through gross negligence by a person staying in the dwelling with the permission of the insured person or of another person referred to in this clause. If the object of insurance has valid pipeline leakage cover, fire damage under fire and natural phenomena cover and damage under pipeline leakage cover are compensated from the lessor's insurance, however.

**6.13** loss or damage indemnified under guarantee, legislation or other agreement, or from public funds

**6.14** loss or damage caused to an object resulting from the incorrect use of the object

**6.15** loss or damage to sports equipment or sports gear, remote-controlled aircraft, a remote-controlled recreational device or electric transportation, or another device not subject to registration or exempt from motor liability insurance used for its intended purpose

**6.16** loss or damage caused to IT equipment when the loss or damage is due to malfunction, faultiness or non-performance of data or software

**6.17** defective design, foundation, installation, work or construction or any damage caused by such defective design, foundation, installation, work or construction. Nor does the insurance cover loss or damage due to construction that is in violation of building regulations or instructions

**6.18** damage caused by liquid leaking from an unplugged pipe

**6.19** loss or damage caused by liquid leaking through the joints of pipes and structures, such as between a floor gully and a platform ring, or loss caused by a liquid if the liquid has penetrated the water insulation or the insulation is missing altogether

**6.20** costs of repair, maintenance, thawing of piping or unclogging of sewers

**6.21** loss or damage caused by condensation water

**6.22** loss or damage caused by roof leakage, unless the leakage is due to a storm wind damaging the roof or some other sudden and unforeseeable external cause

**6.23** loss or damage caused by theft or vandalism to moveable property stored outdoors other than a bicycle, pram, boat, a motor attached to a boat, garden furniture, barbecue grill, garden tractor, device intended solely for use by children and not subject to registration or exempt from motor liability insurance, or machinery and equipment intended for the purpose of property maintenance

**6.24** loss or damage caused by theft of an unlocked bicycle or electric bicycle

**6.25** theft of money, other payment instruments, securities or valuables kept in a motor vehicle, trailer, boat, the outer boot of a motor vehicle or trailer, the pannier of a vehicle or bicycle, or in a tent. Valuables include jewellery, watches, precious metal objects, furs, valuable collections and works of art.

**6.26** theft of optical instruments, electronic equipment and electric tools kept in a trailer, external 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

**6.27** loss or damage caused by fraud or embezzlement.

## 7 Safety and indemnification regulations

If a loss or damage is coverable under the terms and conditions above, the insurance is subject to the safety regulations described below.

Any indemnity is calculated on the basis of the indemnification regulations specified below.

## VALUABLES INSURANCE

### 1 Territorial limits

The insurance is valid worldwide.

### 2 Property insured

The objects of insurance are tools used in gainful employment, objects of value, electronic equipment, non-motorised sports equipment, optical instruments, musical instruments or furs, for instance, which are specified in the insurance policy.

#### Restriction:

The insurance does not cover data files contained in IT equipment.

### 3 Coverable insurance events

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

### 4 Losses excluded from cover

The insurance does not cover

- loss of or damage to an object caused by breakage resulting from a defect in the object or from the incorrect use of the object
- loss or damage caused by the ordinary use of the object, insufficient covering, wear and tear, scratching, chafing, corrosion or other comparable gradual phenomenon

- loss or damage caused by breakage of sports equipment or sports gear while being used for its intended purpose
- loss or damage caused by insects, rats, mice, moles, squirrels, hares or rabbits
- costs incurred through maintenance repair
- loss or damage indemnified under guarantee, legislation or other agreement, or from public funds
- loss caused by the object disappearing or being left behind
- loss or damage caused by theft of an unlocked bicycle or electric bicycle.

The insurance does, however, cover direct material damage caused by an item disappearing or being left behind, provided that the time, place and circumstances of the loss can be accurately defined, that the loss was noticed right where it occurred and that an outsider was demonstrably informed of the loss.

## 5 Safety and indemnification regulations

If a loss or damage is coverable under the insurance terms and conditions, the insurance is subject to the safety regulations described below.

The sum insured for the object entered in the valuables insurance policy, which is the maximum amount of indemnity, will be raised by the value of similar objects acquired during the insurance period. The increase is at most 30% of the sum insured of each property item.

The indemnity is otherwise calculated as described below.

## SMALL BOAT INSURANCE

### 1 Territorial limits

The insurance cover is valid throughout the Nordic countries.

### 2 Property insured

The objects of insurance are the boat and the motor of a maximum of 14.8 kW (20 hp) specified in the insurance policy. The insurance also covers all equipment required by the authorities.

### 3 Coverable insurance events

The insurance indemnifies for any direct material damage caused during the validity of the insurance by

- outbreak of fire
- lightning that has struck the boat directly
- an explosion
- theft
- wilful acts of damage
- storm wind, whirlwind, downdraft in a cumulonimbus cloud
- running aground, scraping bottom, collision
- road accident occurring during transportation.

Property damage caused by a wilful act of damage is covered on condition that the time and place where the damage occurred can be determined with accuracy. Wilful act of damage means damaging the object of insurance

specifically with intent to damage. Loss caused intentionally by the insured person is not considered vandalism.

## 4 Safety and indemnification regulations

If a loss or damage is coverable under the insurance terms and conditions, the insurance is subject to the safety regulations described below.

The deductible is not subtracted in loss due to theft if a burglar alarm system approved by insurance companies has operated as it should or if the boat has been equipped with an electronic or mechanical anti-theft device approved by insurance companies. The indemnity is otherwise calculated as described below.

## SAFETY REGULATIONS

### 1 Significance of safety regulations

The insured must observe the safety regulations given in the insurance policy, insurance terms and conditions, or other instructions in writing. If the insured fails to observe the safety regulations, any compensation payable to the insured may be reduced or disallowed under clause 6 of the General Contract Terms and Conditions.

### 2 Fire safety

#### 2.1 Electrical appliances, heating equipment and warning devices

The safety of fireplaces, flues and fire walls must be continuously monitored. They must not be taken into use before approval by the fire or building authorities. Defective fireplaces, flues or fire walls must not be used before they have been inspected and approved for continued use by the fire or building authorities.

Chimney sweeping must be performed in such a way that fireplaces and flues are swept once a year, irrespective of the fuel used. The fireplaces and flues of holiday homes that are not in use all year round must be swept once every three years. The chimney sweeper must have a chimney-sweeper's vocational qualification.

If the fireplaces and flues of a building have been unused for more than three years or their purpose of use changes, a chimney sweep must carry out an inspection and sweep before they may be used. If the chimney sweep issues a written notification of flaws or defects that reduce fire safety, these must be corrected before the fireplace can be used. If the fire authorities have placed a prohibition against use on a fireplace, flue or firewall, such prohibition must be followed.

Devices feeding in woodchips or other solid fuel automatically must have at least two safety systems to prevent backfire. The safety system must also be able to work during a power cut. The safety devices, alarms and controls of boilers and fuel-feeding devices must be tested at least twice a year or as instructed by the boiler's fuel-feeding device manufacturer. At least one of the following must be kept in the immediate vicinity of the boiler room: hand-held fire extinguisher of the type 27A 144 BC; a fire hydrant; or a readily available hose that is always connected to the water mains. The cover of a heating-station fuel container for woodchips or other solid fuel may only be opened when more fuel is added or during maintenance. Heating stations

using solid fuel must not be used to burn oil or other types of fuel not intended by the manufacturer.

Clothes or other combustible material must not be placed on or over a sauna stove or in its immediate vicinity. Clothes or other combustible material must not be placed in a sauna in a manner that may cause a fire as a result of thermal radiation or the displacement of said material.

Stoves and other household appliances with a risk of fire must be used under supervision, and no flammable materials may be kept or stored on the appliance or in its immediate vicinity. The electric current in domestic appliances must be switched off after use. When the building is left unoccupied, the electric current, especially that of a cooker, iron or other domestic appliance posing a fire hazard, must be switched off.

Temporary heating appliances must be located so that the safety distances required for the individual appliances are taken into account. Heaters with glowing surfaces or unprotected electric heaters with a filament resistor must not be placed in dusty spaces or used contrary to their purpose. Heating devices must not be covered.

Alongside standard fittings, only devices approved for motor vehicle use may be used for heating motors, power transmitters, the interior and other parts of a vehicle.

Approved devices are:

- CE approved devices operated by mains current and specifically meant for use in vehicles. Internal heaters for motor vehicles have protected filaments and usually bear the text 'Internal vehicle heater'. Adequate circulation of air must be ensured for interior heaters.
- other CE approved devices meant for vehicle use, which have been approved by the Insurance Companies' Committee for Automobile Repairs.

Placing a cover in the space between the bonnet and the engine is not permitted.

The surface temperature of heating equipment used for heating a motor vehicle shelter may not exceed +125 degrees centigrade. The use of oil, gas or paraffin oil heating equipment or stoves in a motor vehicle shelter is forbidden.

All dwellings, residential buildings and holiday homes must be equipped with operable smoke detectors in accordance with the directions of the authorities. Each storey in a dwelling place, including any basement levels and attics connected to it, must be equipped with at least one smoke detector/alarm. A house or a flat must have one smoke detector/alarm for each 60m<sup>2</sup> or part thereof.

## 2.2 Smoking, open fire and controlled burning

Smoking is forbidden in dusty places, places containing flammable materials and in places where flammable liquids, gases or explosives are stored or handled.

Smoking in bed or on a sofa is forbidden. Cigarettes must be extinguished completely and discarded in a fire-resistant and lidded container.

Making an open fire without the necessary permit is forbidden. Open fires must be continuously supervised and extinguished with special care.

Controlled burning of a forest must be notified to the rescue department which holds jurisdiction over the area of controlled burning.

Controlled burning or open fires require adequate supervision and are prohibited within 30 metres of buildings or

flammable stored materials, such as firewood. Open fires on the grounds or in the wild are prohibited while a forest fire or brush fire alert is in effect. The fire area must be monitored after controlled burning until smouldering has verifiably ceased; however, for no less than two (2) hours.

Open fire or a hot-air blower must not be used to thaw out piping.

Materials that could be used to start a fire must be kept out of children's reach.

The dampers must be opened before lighting the fireplace.

Due to the risk of smouldering, ashes must be handled with special care. In a building and its vicinity, ashes removed from a fireplace must be kept in a non-combustible lidded container until they have fully cooled.

Burning fireplaces, candles and outdoor candles must be supervised. Candles and outdoor candles must be placed on a non-flammable base so that flammable material cannot be ignited by a flame or heat.

## 2.3 Hot work

Hot work includes welding, flame and disk cutting, metal grinding, soldering, heating, water insulation and roofing work, and other activities that produce sparks, or where a gas flame, other naked flame or a hot-air blower is used.

Hot work may not be carried out in a motor vehicle shelter or a shelter for movable property.

Persons engaged in work involving a risk of fire must take special care and observe the following instructions where applicable:

- Before hot work involving risk of fire is started, clean and protect the work site and surrounding area. Remove any inflammable material. Protect any nearby flammable structures.
- Make sure that a welding blanket, sufficient initial extinguishing equipment and a pressure hose are at hand.
- Water down the surrounding area if necessary.
- Make sure that a sufficient fire watch is kept while the work is underway and for a minimum of two hours after the work has been completed.

## 2.4 Flammable liquids and gases, highly flammable substances and explosives

Flammable liquids and gases, highly flammable substances and explosives shall be stored according to regulations given by the fire authorities, and smoking or use of naked flames is not permitted when handling these substances. Moreover, spark-producing equipment must not be kept in the vicinity of these substances. Valves and couplings of liquefied gas devices shall be checked for any leaks regularly and at least once a year. Equipment used for handling highly flammable liquids must be stored after use in such a way that they cannot cause a fire, even if they self-ignite.

# 3 Protective measures against theft and burglary

## 3.1 Property in a building, in the apartment, in accommodation facilities, and in related storage spaces and stored property

The doors, windows, hatches and other entrances to storage spaces for movable property must be closed in a manner providing protection against theft and burgla-

ry. The closure must be effected in such a way that the storage space cannot be entered without damaging the structures or locks of the storage space. When property is stored, valuables must be placed or covered in such a way that they cannot be seen by an outsider, unless they break into the storage space.

Keys to the home, accommodation facilities or storage places must 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.

Valuables referred to in this clause include jewellery, watches, precious metal objects, furs, valuable collections and works of art.

### 3.2 Property outside building, apartment, accommodation facilities and related storage spaces

Property accompanying the insured must be continuously supervised. The insured person must not leave his/her accompanying property or luggage unattended in public places such as streets, bus and railway stations, marketplaces, restaurants, shops, lobbies of hotels or other accommodation establishments, beaches, sports fields, public conveyances, popular tourist sites and public assemblies.

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

When storing movable property in a motor vehicle, trailer, boat, external 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 without breaking 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.

Garden tractors, equipment intended solely for use by children and not subject to registration or exempt from motor liability insurance and machinery or equipment intended for property maintenance must be stored in a manner which provides protection against theft in a closed, locked storage space or locked to a fixed structure with an ignition lock or steering lock or by means of a brake lever lock, chain lock or wire lock intended for preventing unauthorised use. Robotic lawn mowers may also be locked using the device's PIN code lock.

Property must not be left in tents without supervision.

In public conveyances, valuables must be carried as hand luggage. Valuables include jewellery, watches, 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.

### 3.3 Further regulations concerning sports and leisure equipment

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 stand intended for this purpose, or to another suitable fixture.

### 3.4 Boats, their motors and accessories

A boat must be stored in a manner which provides protection against theft in a closed, locked storage space or locked to a fixed mooring using a chain and padlock with a steel shackle.

When storing a boat outdoor, the outboard motor and any fittings belonging to the boat must be locked to the boat, which in turn must be locked in the manner as described above.

A motor removed from a boat must be stored in a locked storage space.

Property damage caused by a wilful act of damage is covered on condition that the time and place where the damage occurred can be determined with accuracy. Wilful act of damage means damaging the object of insurance specifically with intent to damage. Loss caused intentionally by the insured person is not considered vandalism.

## 4 Protection of property from loss due to leakage or freezing

In order to prevent frost and leakage damage to water pipes and HEPAC equipment, the building must be heated and supervised sufficiently. A steady temperature of at least +12 degrees centigrade must be maintained in all rooms during the cold season, and ventilation between rooms must be ensured.

If a building is left without supervision for more than a week, the main valve inside the building must be closed, or the water pump turned off.

If a building is not heated at all during the cold season, all the water must be run out of the pipes, and any heating, water supply and air conditioning equipment, in addition to ensuring that the main valve outside the building is closed or the water pump turned off.

An air source heat pump or device intended for temporary heating is not sufficient as a building's primary source of heating during the winter.

Hoses connected to an outdoor tap must be disconnected during the winter to prevent water from freezing in the hose or tap.

The lot must be connected to a municipal urban runoff network if such is available.

Ditches, French drains, and rainwater gullies and pumps on the property must be kept in working order and checked annually.

Oil tanks and related oil pipelines of a building must be checked for the first time in their tenth year of use, and after this steel tanks must be checked every five years and other tanks every ten years. Heating oil must be removed from tanks no longer in use, the equipment must be neutralised, and the feed connection must be removed before the beginning of the subsequent heating period.

Washing machines shall always be connected to the water mains by an individual cut-off valve and an approved pressureproof filling hose. The outlet hose shall be connected

tightly to the waste water system or the operation of the washing machine shall otherwise be supervised. The cut-off valve for a pressurised water feed pipe to a washing machine must be closed when the wash programme has finished. You must see to it that the hose connections are in good repair and that the hoses have no kinks.

When installing a dishwasher, a suitable safety tray must be installed under it.

Water taps must not be left running unattended.

While using a shower, the user must keep a constant watch to ensure that the water flows into the floor drain and that the drain is not blocked.

Any goods stored in a cellar which are liable to suffer from humidity or moisture shall be kept at a minimum of 10 cm from the floor surface.

## 5 Protection of property from loss due to a natural phenomenon

Rainwater and melting snow, that is, urban runoff, must be prevented from entering buildings by means of water insulation and other drainage methods, such as using landscaping to divert water away from buildings, and with ditches, French drains, rainwater gullies and pumping stations.

The lot must be connected to a municipal urban runoff network if such is available.

Ditches, French drains, and rainwater gullies and pumps on the property must be kept in working order and checked annually.

The sewage system must be kept operational and the sewer pumps maintained.

Any goods in storage spaces situated below the ground level, making them susceptible to humidity or moisture, must be kept at a minimum of 10 cm from the floor surface.

The real estate unit specific safety regulations specified in the insurance policy or otherwise referred to in the insurance contract must be followed.

## 6 Other instructions

The user instructions 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.

Buildings and machinery shall be maintained in a condition which complies with the Building Act, building regulations and occupational safety regulations.

## INDEMNIFICATION REGULATIONS

### 1 Filing a claim

#### 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 or report of an offence, a receipt for the acquisition of the damaged object, certificate of authenticity, an abstract of title or account of mortgage holders. All crimes must be reported to the local police without delay.

#### 1.2 Investigation costs

If the insurance company requests or orders, for the purposes of claims processing, a repair cost estimate, loss survey or similar that is necessary to process a claim, we will compensate you for the cost. The insurance company is not obliged to compensate you for any other investigations than those it has itself requested or ordered.

#### 1.3 Examination of loss or damage and safekeeping of the damaged object

The insurance company must be reserved the right to inspect the loss before any repair work is started. 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.

### 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.

If the sum insured is agreed when the property is insured, the maximum indemnity payable is the sum insured as recorded in the policy.

If the maximum indemnity is agreed when the property is insured, the maximum indemnity payable is the maximum indemnity recorded in the policy.

### 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. The insurance company also has the right to decide which builder or repairer is to be used for rebuilding or repairing the damaged property, or to decide from which source of supply similar property is to be acquired. If, however, the indemnity is paid in cash, the maximum amount of indemnity is determined on the basis of the amount which the company would have paid the seller for the object or the repairer for the repair costs. When

assessing the amount of indemnity, all cash, wholesale, special and other discounts to which the company would have been entitled if it had acquired similar property or had the property repaired are taken into account.

The indemnity for jewellery, watches and silverware may be up to 60 per cent of their replacement value, unless the damaged property is repaired or replaced by property of equivalent quality in the manner specified in clause 6.1. However, this provision for jewellery, watches and silverware is not applied in Valuables Insurance.

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

If part of the lost property is recovered after payment of the indemnity, the policyholder must immediately surrender that part to the insurance company or return the indemnity given in respect of it.

## 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.

In losses to an object of insurance under construction or renovation or to insured movable property located on the same real property, the minimum deductible is EUR 1,000. However, no deductible is subtracted in the following events when the amount of loss exceeds the deductible applied:

- in loss due to fire, if a smoke detector has restricted the extent of the loss or if a separate fuse for a stove has restricted the extent of the loss by switching off the electricity from the stove
- in loss due to fire if the automatic fire alarm system restricted the extent of the loss
- in loss due to theft if the apartment or building was broken into through a door secured with a safety lock
- in loss due to theft if a burglar alarm was set off appropriately
- in loss due to leakage, if the leakage alarm equipment at the insurance location has, through its operation, restricted the extent of the loss
- from the acquisition costs of a new overvoltage protector, if the overvoltage protector protecting the electrical equipment was broken due to a lightning strike or other excess voltage.

## 5 Costs indemnified in addition to material damage

### 5.1 Costs arising from limiting the loss and from orders and regulations issued by the authorities

Regardless of the amount of maximum compensation and the sum insured, the insurance indemnifies for the following, in addition to direct material damage:

- 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 and
- reasonable additional expenses arising from any imperative regulations issued by the authorities concerning repair or constructions, but no more than 20% of the

total amount of the direct material damage and related expenses as defined above.

### 5.2 Additional housing costs arising from a coverable loss

Regardless of the maximum compensation and in addition to direct material damage, the insurance indemnifies for the reasonable additional costs approved in advance by the insurance company and incurred by the insured because the permanent dwelling or part of the same could not be used, due to an insurance event covered under these insurance terms and conditions. In addition, the transfer and storing of moveable property defined in clauses 2.3.1 and 2.3.4 is indemnified under the conditions stated above. The indemnity is paid from the insurance for moveable property covering the damaged apartment. Alternatively, the compensation payable for additional expenses may be paid as a lump-sum compensation.

#### Restrictions:

The maximum amount of indemnity for additional housing costs and costs for transferring and storing movable property is 10% per month of the maximum indemnity indicated in the insurance policy or defined in the terms and conditions. In the case of fire damage, additional costs are indemnified for a maximum of 18 months, and in the case of other damage for a maximum of 12 months. Meal expenses are not covered as additional costs. The maximum amount of indemnity is 90% of the actual coverable expenses paid according to this clause.

## 6 Indemnity for damage to movable property

### 6.1 Replacement, current and residual values

In the event of loss of or damage to movable property, the amount of indemnity is based on the replacement value, which refers to the cost of acquiring new identical or equivalent property. The replacement value of a mobile phone or smartphone that was purchased used is the price at which the insurance company is able to purchase a comparable used phone. However, any cash compensation will be adjusted as referred to under clause 3. If the value of the property has declined by more than 50% of its replacement value as a result of age, use, decrease in utility or similar cause, the amount of the indemnity is based on the current value of the property. Current value refers to the fair value of the property before the loss occurred. The value of the property subject to age reduction is, however, determined on the basis of the age of property items as indicated in section 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.

## 6.2 Age reduction in damage to movable property

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

Property	Age reduction %
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
Hiking and fishing equipment	10
Prostheses and personal aids, including hearing aids and wheelchairs	10
Furniture, outdoor furniture and sunshades	5
Outboard motors	5
IT equipment, such as computers, mobile and smartphones and their peripherals as well as smartwatches and sports watches	25
Spectacles 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 maximum age reduction is 70%. In addition to the age 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. Age reductions also apply when indemnifying for moveable property covered by the insurance for a building.

## 7 Indemnification of a building, parts of a building, or a rented or owner apartment

Below, the terms 'building' and 'property' refer to the building, a part of the building and property insured as a part of a rented or owner apartment.

### 7.1 Replacement, current and residual values

In the event of damage to buildings, the amount of indemnity is based on the replacement value of the property, which refers to the cost of acquiring new identical or equivalent property. The replacement value is determined according to costs incurred by the use of standard and modern construction methods and materials. If the value of the property has declined by more than 50% of the replacement value as a result of age, use, decrease in utility or similar cause, the indemnity is determined in accordance with the current value. Assessment of the value of the loss includes consideration of the residual value of the building, which refers to the value of the property immediately after the insurance event, assessed using the same criteria as immediately before the insurance event. The value of machines, equipment and pipes of a building

subject to age reduction is, however, determined on the basis of the age of property as indicated in section 7.5, excluding fire loss.

### 7.2 Payment of replacement value indemnity

Indemnity based on replacement value requires that, within two years of the insurance event, the damaged property be either repaired or a new, similar building intended for the same purpose be built on the same site. If the construction is delayed due to the action of an authority, the delay period is added to the time mentioned above.

Compensation 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 company has received a report on the replacement measures mentioned above.

### 7.3 Payment of replacement value indemnity

In payment of indemnity based on current value, the amount of indemnity is calculated according to the current value of the property concerned. If the property is repaired, the repair costs are indemnified up to a maximum of the current value of the building. If the property is not repaired, the amount of indemnity must not exceed the portion of current value corresponding to the degree of damage.

### 7.4 Reduction of the residual value

If the parts of the building remaining after the loss cannot, on the basis of provisions in the Building Act or Road Act or because of a current building ban or restriction, be used in restoring the building to its former condition, the resulting reduction in the residual value is added to the indemnity.

The reduction in value is calculated by subtracting from the residual value the price obtainable from the remaining parts of the building when they are sold to be taken away. The policyholder shall demonstrate that there is a ban or restriction on the building and, if the company so requests, apply for a special permit to restore the building to its former condition and, if such a permit is not granted, appeal the decision. If the insurance company so requests, the policyholder shall authorise the company to represent him/her in acquiring the special permit.

### 7.5 Age reduction in the event of loss or damage to machines, equipment and pipes of a building

The following annual age reductions are made, beginning with the second year of use, on the replacement and repair costs of the machinery, equipment and pipes of the building:

Property	Age reduction %
Pipes, tanks, electrical wires and cables, heating cables and solar panels	3
HVAC and electrical equipment other than those listed separately in the table, including solar collectors and tilt-up and folding doors and their machinery	6
Air source heat pumps, sauna stoves, whirlpool baths and swimming pool equipment, as well as outdoor sun blinds and their machinery	10

The foregoing age reductions also apply to the costs of opening and closing the structures of the building, the

costs of locating the defect, and the costs of excavating and filling. Age reductions do not apply in the event of fire damage, with the exception of the device from which the fire originated.

The age reduction is calculated by multiplying the percentage by the number of full calendar years following the year the equipment was first brought into use. The deductible specified in the insurance policy is not subtracted following this reduction. However, the age reduction is at least equal to the deductible amount. Stoves, range hoods, refrigerators, dishwashers and other household appliances are covered under clause 6.2 in the insurance terms and conditions.

Reductions also apply when indemnifying property covered by home contents insurance.

## 7.6 Leakage reduction for damage caused by pipeline leakage under MyHome Insurance

In case the loss is indemnified for under the pipeline leakage cover and is caused by leakage from a service water pipework or heating pipe network, a reduction is made on the loss caused by the leakage on the basis of the age of the leaked service water pipework or heating pipe network, as follows:

Age of pipes/years	Leakage reduction, percentage of loss amount
35–49	30
50 years or more	60

The leakage reduction is calculated on the basis of the amount of loss caused to a building which is coverable under the insurance.

The pipe age is the number of full calendar years following the year the pipework was installed. The deductible specified in the insurance policy is not subtracted following this reduction. However, the reduction is at least equal to the deductible amount.

Leakage reductions do not apply to leakage loss caused by drain pipes or operating devices (such as boilers or water fittings).

No leakage reduction is made on parts of a rented or owner apartment.

However, age reductions on repair and replacement costs for a building's machinery, equipment and pipes are always made as specified in clause 7.5.

## 8 False information and under and overinsurance

### 8.1 Effect of false information

If the policyholder has submitted false information about the object to be insured and too small a premium has, therefore, been collected, the indemnity is paid only for that part of the loss amount, reduced by the deductible, which corresponds to the ratio of the premium collected for the object of insurance to the premium determined on the basis of correct data.

### 8.2 Sum insured and under-insurance

In insurance based on the sum insured, the sum for which moveable property is insured shall correspond to its replacement value or, upon separate agreement, its current value.

If the sum insured is considerably below the replacement value, the property is under-insured. In the case of an insurance event concerning the under-insured property, the insurance company indemnifies only for that part of the loss amount, calculated according to the replacement value and reduced by the deductible, which corresponds to the ratio of the sum insured to the replacement value.

If it has been agreed separately that the property is insured at the current value and the sum insured is considerably lower than the current value, the property is under-insured. In the case of an insurance event concerning the under-insured property, the insurance company only indemnifies for that part of the loss amount, calculated according to the replacement value and reduced by the deductible, which corresponds to the ratio of the sum insured to the replacement value.

If, however, the sum insured is essentially based on an estimate given by the insurance company or its representative, the amount of the indemnity is the same as the amount of loss, reduced by the deductible, but not, however, exceeding the sum insured. The amount of loss is calculated according to the current value if the property has been insured for its current value.

### 8.3 Sum insured and overinsurance

The property is overinsured if the sum insured is considerably higher than the replacement value of the insured property or the separately agreed current value.

In the case of an insurance event concerning the over-insured property, the insurance company does not indemnify for more than the amount necessary to cover the loss, reduced by the deductible. The amount of loss is calculated according to the current value if the property has been insured for its current value.

If, however, the sum insured is essentially based on an estimate given by the insurance company or its representative and the insured object is completely destroyed, the indemnity is paid from the overinsurance according to the sum insured, unless the appraisal has been affected by false or insufficient information submitted intentionally by the policyholder.

## 9 Indemnity for damage to soil and garden

Damage to soil and garden is indemnified on the basis of restoration costs.

The indemnity for garden trees amounts to their forestry value. The indemnity for shrubbery and trees with no forestry value is three times the price of the smallest new seedlings available from commercial nurseries. The indemnity for seedlings no taller than 130 cm is the same as the price of a new seedling of equal size. Reasonable costs of transporting and planting the seedlings are also indemnified.

Should the destroyed varieties not normally be available at commercial nurseries in Finland, the loss is indemnified in accordance with the value of the most comparable seedling available.

## 10 Indemnity for an animal

The indemnity for loss due to the accidental death of an animal is the current value of the animal, but not exceeding the amount specified for pets in the Home contents section

of the common provisions of non-life insurance. Expenses for attending to an animal are not indemnified.

## 11 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.

## 12 Reduction of the sum insured as a result of indemnity

As a result of loss or damage, the sum insured may be reduced by the amount of indemnity paid if the indemnity is at least 10% of the sum for which the property is insured.

## 13 Indemnity for mortgaged property

If indemnity is paid on property for which a real estate mortgage has been secured, the owner of the property is entitled to receive the indemnity (Code of Real Estate, chapter 17, section 8) provided that:

- they have repaired the damage within a reasonable time
- they have provided assurance that the indemnity will be used to renovate or repair the damaged property
- the amount of indemnity is small compared to the value of the property, or
- it is evident that drawing the indemnity does not weaken the creditors chance of being paid back the debt.

## 14 Value added tax

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, to deduct in their personal value added taxation the value added tax included in purchase invoices for goods or services arising from the loss or to have the tax refunded, the tax is deducted from the indemnity.

If a deduction or refund right applies to the acquisition invoice of the property or the relevant part of it, the value added tax corresponding to the amount of loss is deducted from the indemnity. In replacement value indemnities, the value added tax included in the acquisition price of similar new property or the relevant part of it is deducted.

## GENERAL LIABILITY INSURANCE

### 1 Insured persons

Those insured are the policyholder and the persons residing permanently in the same household as the policyholder.

Persons temporarily attending to or possessing a pet insured under the Extrasure insurance cover are also insured in this capacity.

If the policyholder is a death estate, those insured are the party to the death estate who resides permanently at the insurance location and the persons living permanently in

the same household. Other parties to the death estate are also insured in insurance events related to the ownership, possession or use of the real estate insured under the Extrasure insurance cover.

### 2 Validity

The insurance cover is valid throughout the Nordic countries.

### 3 Coverable insurance events

**3.1** The insurance covers any bodily injury or material damage that the insured, as a private individual, causes to a third party and for which the insured is liable under existing law, provided that the liability derives from an act or negligence that has taken place during the validity of the insurance.

**3.2** Loss or damage caused by a child is covered even when the child is not liable to pay damages because of their age. As an exception to clause 7 of the general contract terms and conditions, the insurance also covers loss or damage deliberately caused by a child under 12 years of age.

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

**3.3** Regardless of the fault of the insured, the insurance covers bodily injury caused by biting by a dog owned by or in the custody of the insured. The insurance also covers loss or damage caused by a dog owned by the insured in a head-on collision with a motor vehicle.

The insurance does not, however, cover any loss or damage for which another party is liable or traffic losses or other loss or damage resulting from avoiding a collision with the dog.

**3.4** The insurance covers sudden loss or damage caused to the structures of fixed equipment of a rented or owner apartment used as the residence of the insured or the insured's family, the maintenance of which is the responsibility of the housing company under the Limited Liability Housing Companies Act or the Articles of Association, and for which the insured is liable under law. Rented residential buildings are, however, not considered rented dwellings.

The insurance covers sudden loss or damage to the structures, fixed equipment or fixed interior decoration of a hotel room or comparable temporary leased residence, provided that the insured is liable for the loss or damage under law. The insurance does not cover the moveable property of a hotel room or comparable temporary leased residence or loss or damage arising from poor maintenance of the residence or wear and tear.

The insurance does not cover loss or damage to the fixed interior decoration of a rented or owner apartment used as the residence of the insured and the insured's family. By the fixed interior decoration of a dwelling, we refer to property and interior decoration and modernisation work the maintenance of which is the responsibility of the shareholder under chapter 4, sections 2-3 of the Limited Liability Housing Companies Act (1599/2009). Nor does the insurance cover loss or damage arising from poor maintenance or wear and tear.

As an exception, the insurance covers those undamaged surface coverings and fixed interior decorations which must be dismantled solely because a structure or other part of the property for which the company is responsible for

maintaining under the Limited Liability Housing Companies Act or Articles of Association is repaired, due to loss or damage covered by this insurance.

## 4 Losses excluded from cover

The insurance does not cover

### 4.1 loss or damage caused

- to the insured
- to the insured's employee or the equivalent insofar as the person concerned is entitled to compensation under 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

**4.2** 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

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

**4.4** loss or damage for which the insured is liable in the capacity of owner or possessor of the real estate. The insurance does, however, cover liability loss based on ownership or possession of real estate if the insured lives in a building located within that real estate or if the event is related to other residential property owned or possessed by the insured and insured under the Extrasure insurance cover

**4.5** 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

**4.6** a road accident as defined in the Finnish Motor Liability Insurance Act, irrespective of where the accident occurred

### 4.7 loss or damage caused by

- operation of a vessel, boat or other water craft subject to registration or a sailing boat over 5.5 metres long
- use of an aircraft when the insured is liable to pay damages in the capacity of owner, possessor or user of the aircraft, or as a person carrying out duties on board the aircraft or in the insured's 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

**4.8** loss or damage caused gradually by vibration, smoke, soot, gas, moisture, water, sewage or pollution of a body of water, groundwater or soil. This type of loss or damage is covered, however, if the insured is liable for it under law, and the loss or damage was caused by a temporary incident or circumstance resulting from an accidental error

**4.9** loss or damage caused by a change in the groundwater table

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

**4.11** loss or damage caused by the insured in professional or business activities, gainful employment or practical training, or loss or damage caused by the insured to an

employer or to property related to the insured's gainful employment or practical training.

The insurance does not cover loss or damage caused while performing professional activities, even if the work has been exceptionally performed without payment.

The restriction on gainful employment does not apply to buy-to-let investing when the insured own or control a maximum of one other flat that is not used for the permanent accommodation or holiday home of the insured.

**4.12** loss or damage caused in connection with an assault, affray or other criminal action

**4.13** fine or any similar sanction

**4.14** loss or damage caused by a strike or other similar cause.

## 5 Special measures to be taken in the occurrence of an insurance event

**5.1** 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.

**5.2** The insurance covers reasonable and necessary expenses incurred in investigating the loss, but not the investigation expenses which the insured person is liable to pay under clause 10.1 of the General Terms of Contract or which have not been specifically agreed on with Pohjola Insurance.

**5.3** The insured shall provide the company with an opportunity to assess the amount of loss or damage and to reach an amicable settlement.

If the insurance company notifies the insured of its readiness to settle on indemnification with the party suffering loss within the limits of the sum insured, and the insured does not consent thereto, the company is not liable to indemnify any extra costs incurred thereafter or investigate the matter further.

If the insured reimburses or settles the damages or accepts the claim, this will not be binding on the insurance company, unless the amount and basis of the damages are manifestly correct.

**5.4** If damages coverable under this insurance are claimed from the insured in legal proceedings, the insured must immediately notify the insurance company of the proceedings. The company will handle the legal proceedings at its own cost on behalf of the insured, insofar as they concern the said damages. The costs of legal proceedings taking place outside the Nordic countries are indemnified to a maximum of EUR 8,500.

## 6 Indemnification regulations

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

**6.2** Multiple loss or damage caused by the one and same event or circumstance is considered a single insurance event.

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

**6.4** 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, to deduct in their personal value added taxation the value added tax included in purchase invoices for goods or services arising from the loss or to have the tax refunded, the tax is deducted from the indemnity.

If a deduction or refund right applies to the acquisition invoice of the property or the relevant part of it, the value added tax corresponding to the amount of loss is deducted from the indemnity.

If the indemnity is to be considered income which replaces business income subject to value added tax, the indemnity is exempt from tax.

## 7 Joint and several liability

Where several parties are jointly liable to make good a single loss or instance of damage, the insurance will indemnify only that part of the loss/damage which corresponds to the insured party's culpability or the benefit gained by the insured party from the loss event.

## 8 Extension to forestry

If forest insurance, included in Extrasure, or forest fire insurance has been taken out on a forest, liability insurance will also apply to the insured forest property, as follows:

**8.1** The insurance covers liability for damages resulting from forest management and harvesting work carried out by the insured party or third parties on the insured forest property.

**8.2** Those insured also include such unpaid or temporary employees for whom the policyholder is liable as regards the activities specified in this clause of the insurance terms and conditions.

**8.3** The insurance covers liability loss which is based on the ownership or possession of the property and which concerns a forest property insured by an Extrasure contract under forest or forest fire insurance.

**8.4** The insurance covers liability loss which is related to the insured party's activities specified in this particular clause.

**8.5** The insurance does not cover loss or damage caused by the controlled burning of forest which is carried out by the insured or a third party.

**8.6** The insurance does not cover loss or damage insofar as it is covered under liability insurance included in farm insurance or under some other liability insurance taken out by the policyholder.

**8.7** In other respects, the insurance is subject to the liability insurance terms and conditions.

## LEGAL EXPENSES INSURANCE

### 1 Purpose of insurance

The purpose of this insurance is to indemnify for any necessary and reasonable legal expenses incurred by the insured as a result of resorting to legal counsel in a disputed civil case, criminal case or non-contentious civil case concerning an insurance event referred to under clause 4.

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

## 2 Persons insured

Those insured are the policyholder and the persons residing permanently in the same household as the policyholder.

If the policyholder is a death estate, those insured are the party to the death estate who resides permanently at the insurance location and the persons living permanently in the same household.

## 3 Courts of law and territorial limits

The insured may use the insurance in insurance events arising in Finland or another Nordic country and which in Finland can immediately be brought before a district court or a corresponding Nordic court. The circumstances on which the insurance event is based must have originated in a Nordic country.

Therefore, the insurance does not cover expenses in cases handled by the administrative authorities or special courts, such as an administrative court, the Insurance Court, the Supreme Administrative Court, the Market Court, the European Court of Human Rights or the Court of Justice of the European Union. The insurance may only be applied in appellate levels if permission for appealing the case has been granted.

## 4 Coverable insurance events

### 4.1 Definition of an insurance event

A coverable insurance event refers, in a disputed or non-contentious civil case,

- to a dispute. A dispute refers to a claim specified as to its grounds and amount which has been demonstrably and specifically disputed as to its grounds or amount

In a criminal case,

- to charges pressed by the insured person as the complainant
- to a complainant's charges against the insured brought or pursued after the public prosecutor has decided to waive or withdraw charges for the same action. The charges are considered to have been brought when the complainant's application for a summons has arrived at the office of a district court. The charges are considered pursued when the complainant has notified the court in writing of pursuing the charges after the public prosecutor has withdrawn the charges.

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

#### Restriction:

If the insurance has been valid for less than two years at the time of the insurance event, the matters on which the claim or charge is based must also have taken place during the validity period of the insurance. The validity period means the time this insurance alone or consecutively together with other terminated legal expenses insurance policies with equivalent contents, has been continuously valid for the benefit of the insured. However, if, on the occurrence of an insurance event, the insured has several effective legal expenses insurance policies, only this policy will be taken into account when determining the validity period of the insurance.

## 4.2 Single insurance event

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

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

The insurance event is a single insurance event also when the insured has several disputed civil cases concerning real estate or property transactions and pertaining to the same object. These include situations where the insured has a disputed civil case:

- with both the buyer and seller of the object
- with both the buyer or seller of the object and the party acting as the broker in the real estate or property transaction.

## 5 Exclusions related to insurance events

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

**5.1** where the claim has not been demonstrably disputed

**5.2** which is related to the current, earlier, future or planned profession, self-employment, official post, occupation, business or gainful employment, partnership of a commercial enterprise or membership of the administrative bodies of such an enterprise, or other main or ancillary wage-earning activity of the insured or of another insured person living in the same household as the insured

**5.3** which is related to investment operations or to an individual investment which exceeded EUR 85,000 when the dispute began or the investment was made

**5.4** which is related to guarantee, pledging or other commitment for a loan or commitment by another person for their business or gainful employment

**5.5** which is related to a loan granted for the business or gainful employment of another person

**5.6** which is related to real estate or the relevant part of it, a building, a housing corporation dwelling or rented dwelling other than the insured person's permanent home or a holiday home in their personal use. This restriction does not apply if the insured own or possess a maximum of one other flat that is not used for the permanent accommodation or holiday home of the insured.

**5.7** in which those insured under this insurance represent opposing parties

**5.8** which is related to a claim or receivable transferred to the insured, unless, at the time the dispute arises, two years have elapsed since the transfer

**5.9** in which the insured is being prosecuted by the public prosecutor or in which the complainant has filed a civil claim against the accused insured while such prosecution is pending

**5.10** in which the insured is required to pay damages for a civil claim on account of which the insured has been sentenced or, on the basis of the relevant special provisions, the charges or sentence against the insured have been waived

**5.11** in which the insured has submitted a civil claim on account of which the insured has been sentenced or, on the basis of the relevant special provisions, the charges or sentence against the insured have been waived

**5.12** which is related to a restraining order

**5.13** which concerns a divorce or the cancellation of a registered partnership, or property disputes or other claims connected with a divorce or separation, the termination of a relationship or marriage-like cohabitation or the cancellation or termination of a registered or an unregistered partnership

**5.14** which is related to the custody or habitation of a child, or maintenance liability or parental access

**5.15** which concerns the appointment of a legal guardian, a trustee, or an executor or administrator of an estate, or the release of such an appointed person from his or her duties, or the dissolution of joint ownership

**5.16** in which the insured is involved as the owner, possessor or driver, or seller or buyer of a motor vehicle or a watercraft subject to registration under the Register of Watercraft Act (976/2006), or in which expenses incurred by the insured are covered under liability insurance

**5.17** which relates to a bankruptcy

**5.18** which is related to a distraint, an execution dispute referred to in the Execution Code, or the execution of distraint, or the execution of a decision on the custody of a child and on the rights of access to a child

**5.19** which concerns proceedings carried out in accordance with the Act on the Adjustment of the Debts of a Private Individual, or the voluntary debt rescheduling of farmers in accordance with the Rural Industries Act

**5.20** which demands clarification of whether the expenses incurred from the insurance event reported by the insured are fully or partly coverable under the legal expenses insurance

**5.21** which is heard as a class action.

## 6 Measures to be taken on the occurrence of an insurance event

**6.1** If the insured wishes to use the insurance, they shall inform the insurance company thereof in advance and in writing. The insurance company will then send the insured a written claim settlement decision.

**6.2** The legal counsel used by the insured must be an attorney-at-law or a legal counsel with a degree in law.

**6.3** The insured shall, during court proceedings or settlement negotiations, require the opposing party to reimburse the insured person'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 under the Insurance Contracts Act.

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

## 7 Indemnification regulations

### 7.1 Sum insured

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

**7.1.2** However, the sum the insurer is obliged to pay for expenses prior to a main hearing at a district court, mediation session in a court of law or arbitration proceedings, or for expenses in a matter resolved without a trial, is only up to 50% of the sum insured specified in the insurance policy. In insurance policies purchased before 1 April 2019, the maximum sum the insurer is obliged to pay for expenses prior to a main hearing at a district court, mediation session in a court of law or arbitration proceedings, or for expenses in a matter resolved without a trial, is EUR 10,000.

**7.1.3** If the monetary value of a disputed benefit is assessable, the insurance covers, in a disputed or non-contentious civil case and when the insured party is a complainant in a criminal case, up to double the amount of the disputed benefit. No claims for interest, legal expenses or litigation costs or expenses arising from being party to the matter are taken into account when assessing the amount of compensation. If a dispute concerns a periodical payment, a maximum of a tenfold amount of one instalment of the disputed payment is taken into account when assessing the amount of benefit.

### 7.2 Deductible

The deductible specified in the policy document is subtracted from the coverable expenses.

### 7.3 Coverable expenses

The insurance indemnifies for necessary and reasonable legal expenses as follows:

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

Expenses incurred by the insured for use of legal counsel and presentation of evidence.

If bringing the case before a court requires a judicial act or a decision taken by a given body or in connection with any specific proceedings, the expenses are indemnified as of the date when the case can be brought before a district court.

#### 7.3.2 Criminal cases

##### 7.3.2.1 The insured as the complainant

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

##### 7.3.2.2 The insured as the defendant

Legal expenses incurred by the insured for use of legal counsel and presentation of evidence if the case involves charges brought by the complainant against the insured when the public prosecutor has waived or withdrawn charges for the same action.

### 7.3.3 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 matter in common with parties not covered by this insurance, the insurance covers only those costs which are attributable to the insured.

### 7.4 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 Criminal Procedure Act, taking into account the expenses ordered to be paid and actually paid in similar cases. For the use of a legal counsel, the insurance covers a reasonable fee charged by the counsel for services rendered and necessary expenses. The value of the disputed benefit, the difficulty and extent of the case and the quantity and quality of the work involved are taken into account in the determination of a reasonable sum for the fees and expenses.

However, expenses will be covered up to the amount which the court orders the insured person's adverse party to pay, unless the court has specifically concluded, on the basis of the grounds appearing in its decision, that the insured must personally bear the incurred expenses, in part or in full, to the insured's detriment. Coverable expenses shall not, however, exceed the amount of the expenses claimed by the insured person's opposing party.

### 7.5 Expenses not covered by the insurance

#### The insurance does not cover

**7.5.1** 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 waives their claims against the opposing party.

The insured is also considered to waive the claims if the indemnity received through settlement is below the minimum deductible of the insurance.

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

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

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

**7.5.3** expenses arising from the enforcement of a ruling or decision

**7.5.4** the insured person's wasted time, own work, loss of income or earnings, travels or accommodation costs, or any extra costs caused by changing legal counsel

**7.5.5** the costs of acquiring expert legal opinion

**7.5.6** costs incurred from reporting a criminal offence or

making a request for investigation, or from pretrial investigation of a criminal case

**7.5.7** fees and costs of arbitrators and conciliators.

## 7.6 Other regulations concerning indemnity

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

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

**7.6.2** 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 been paid.

## 8 Extension to forestry

If forest insurance, included in Extrasure, or forest fire insurance has been taken out on a forest, legal expenses insurance will also apply to the following issues related to the insured forest property:

**8.1** The insurance applies to issues related to the insured party's ownership, possession or forest management of the insured forest property.

**8.2** Those insured also include such unpaid or temporary employees for whom the policyholder is liable as regards the activities specified in this clause of the insurance terms and conditions.

**8.3** As an exception to exclusion clause 5.2 of the insurance terms and conditions pertaining to wage-earning activity, the insurance covers loss which is related to the insured party's activities specified in this particular clause.

**8.4** As an exception to restriction clause 5.6 of the insurance terms and conditions pertaining to issues related to the ownership and possession of a real estate property, the insurance covers a case related to a forest property specified in the contract and insured under forest or forest fire insurance.

**8.5** The insurance does not cover a case where costs incurred by the insured are covered under legal expenses insurance included in farm insurance or under some other legal expenses insurance taken out by the policyholder.

**8.6** In other respects, the insurance is subject to the legal expenses insurance terms and conditions.

## LESSOR'S GENERAL LIABILITY INSURANCE

### 1 Insured persons and objects of insurance

Those insured are the policyholder and other owners of the apartment or residential property listed in the policy document.

The object of insurance is the insured person's liability for damages arising from the ownership, possession or custodianship of the residential property or apartment listed in the policy document.

## 2 Validity

This policy is valid in Finland.

## 3 Coverable insurance events

**3.1** The insurance covers any bodily injury or material damage that the insured, as the owner of the residential property or apartment, causes to a third party and for which the insured is liable under existing law, provided that the liability derives from an act or negligence that has taken place during the validity of the insurance.

**3.2** Loss or damage caused by a child is covered even when the child is not liable to pay damages because of their age. As an exception to clause 7 of the general contract terms and conditions, the insurance also covers loss or damage deliberately caused by a child under 12 years of age. The insurance does not, however, cover loss or damage caused by a child if another person is liable for the loss or damage.

**3.3** The insurance covers sudden loss or damage caused to the structures of fixed equipment of a apartment listed in the policy document, the maintenance of which is the responsibility of the housing company under the Limited Liability Housing Companies Act or the Articles of Association, and for which the insured is liable under law.

The insurance does not cover loss or damage caused to the fixed interior decoration of the apartment listed in the policy document. By the fixed interior decoration of a dwelling, we refer to property and interior decoration and modernisation work the maintenance of which is the responsibility of the shareholder under chapter 4, sections 2-3 of the Limited Liability Housing Companies Act (1599/2009). Nor does the insurance cover loss or damage arising from poor maintenance or wear and tear. As an exception, the insurance covers those undamaged surface coverings and fixed interior decorations which must be dismantled solely because a structure or other part of the property for which the company is responsible for maintaining under the Limited Liability Housing Companies Act or Articles of Association is repaired, due to loss or damage covered by this insurance.

## 4 Losses excluded from cover

The insurance does not cover

### 4.1 loss or damage caused

- to the insured
- to the insured's employee or the equivalent insofar as the person concerned is entitled to compensation under 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

**4.2** loss of or damage to property which, when the act or negligence causing the loss or damage took place, 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.

**4.3** any loss insofar as the liability is based on a contract, guarantee or other obligation, unless the liability would exist even without such an obligation being in force.

**4.4** 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

**4.5** a road accident as defined in the Finnish Motor Liability Insurance Act, irrespective of where the accident occurred

**4.6** loss or damage caused

- operation of a vessel, boat or other water craft subject to registration or a sailing boat over 5.5 metres long
- use of an aircraft when the insured is liable to pay damages in the capacity of owner, possessor or user of the aircraft, or as a person carrying out duties on board the aircraft or in the insured's 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

**4.7** loss or damage caused gradually by vibration, smoke, soot, gas, moisture, water, sewage or pollution of a body of water, groundwater or soil. This type of loss or damage is covered, however, if the insured is liable for it under law, and the loss or damage was caused by a temporary incident or circumstance resulting from an accidental error

**4.8** loss or damage caused by a change in the groundwater table

**4.9** loss or damage caused by quarrying or blasting performed by outside labour or another, or by consequent subsidence or land movement

**4.10** loss or damage caused in connection with an assault, affray or other criminal action

**4.11** fine or any similar sanction

**4.12** loss or damage caused by maintenance or repairs done by the insured person to the apartment or real estate company

**4.13** loss or damage caused by mould, fungi or bacteria, radon, creosote or PAH compounds such as asbestos, or other indoor air problems related to indoor air impurities, or loss or damage caused by rotting, fungal growth or decay as the result of moisture. Nor does the insurance cover odour-related damage

**4.14** loss or damage caused by insects, rats, mice, moles, squirrels, hares or rabbits

## 5 Special measures to be taken in the occurrence of an insurance event

**5.1** 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.

**5.2** The insurance covers reasonable and necessary expenses incurred in investigating the loss, but not the investigation expenses which the insured person is liable to pay under clause 10.1 of the General Terms of Contract or which have not been specifically agreed on with Pohjola Insurance.

**5.3** The insured shall provide the company with an opportunity to assess the amount of loss or damage and to reach an amicable settlement.

If the insurance company notifies the insured of its readiness to settle on indemnification with the party suffering loss within the limits of the sum insured, and the insured does not consent thereto, the company is not liable to indemnify any extra costs incurred thereafter or investigate the matter further.

If the insured reimburses or settles the damages or accepts the claim, this will not be binding on the insurance company, unless the amount and basis of the damages are manifestly correct.

**5.4** If damages coverable under this insurance are claimed from the insured in legal proceedings, the insured must immediately notify the insurance company of the proceedings. The company will handle the legal proceedings at its own cost on behalf of the insured, insofar as they concern the said damages.

## 6 Indemnification regulations

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

**6.2** Multiple loss or damage caused by the one and same event or circumstance is considered a single insurance event.

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

**6.4** 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, to deduct in their personal value added taxation the value added tax included in purchase invoices for goods or services arising from the loss or to have the tax refunded, the tax is deducted from the indemnity.

If a deduction or refund right applies to the acquisition invoice of the property or the relevant part of it, the value added tax corresponding to the amount of loss is deducted from the indemnity.

If the indemnity is to be considered income which replaces business income subject to value added tax, the indemnity is exempt from tax.

## 7 Joint and several liability

Where several parties are jointly liable to make good a single loss or instance of damage, the insurance will indemnify only that part of the loss/damage which corresponds to the insured party's culpability or the benefit gained by the insured party from the loss event.

## LESSOR'S LEGAL EXPENSES 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 or criminal case concerning an insurance event as referred to under clause 4.1 and relating to a apartment or residential property listed in the policy document.

## 2 Persons insured

Those insured are the policyholder and other owners of the apartment or residential property listed in the policy document.

## 3 Courts of law and territorial limits

The insured may use the insurance in insurance events arising in Finland and which can immediately be brought before a Finnish district court.

The insurance does not indemnify for expenses in cases which can only be handled by the administrative authorities or in special courts. The insurance 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

A coverable insurance event refers, in a civil case,

- to a dispute. 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.

In a criminal case,

- to charges pressed by the insured person as the injured party.

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

#### **Restriction:**

If the insurance has been valid for less than two years at the time of the insurance event, the matters on which the claim or charge is based must also have taken place during the validity period of the insurance. The validity period means the time this insurance alone or consecutively together with other terminated legal expenses insurance policies with equivalent contents has been continuously valid for the benefit of the insured. However, if, on the occurrence of an insurance event, the insured has several effective legal expenses insurance policies, only this policy will be taken into account when determining the validity period of the insurance.

The insurance is also valid in events related to the sale of a property or apartment if the particulars of the loss on which the dispute or claim is based have occurred during the insurance's validity and the insurance was valid for six months without interruption prior to the sale of the property or apartment.

### 4.2 Single insurance event

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

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

### 4.3 Nature of the case

The insurance covers costs incurred by the insured in a civil or criminal case related to the apartment or residential property listed in the policy document.

## Restrictions

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

- which relates to a bankruptcy or distraint, execution dispute referred to in the Execution Act or the execution of distraint
- which relates to property disputes or other claims following a divorce
- in which those insured under this insurance represent opposing parties
- which demand clarification of whether the expenses incurred from the insurance event reported by the insured are fully or partly coverable under the legal expenses insurance, or
- which is treated as a class action.

## 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.

However, the sum the insurer is obliged to pay for expenses prior to a main hearing at a district court, mediation session in a court of law or arbitration proceedings, or for expenses in a matter resolved without a trial, is only up to 50% of the sum insured specified in the insurance policy.

In case the monetary value of a disputed benefit is assessable, the insurance covers, in a civil case and when the insured is a litigant in a criminal case, a maximum of a twofold amount of the disputed benefit. No claims for interest, legal expenses or litigation costs or expenses arising from being party to the matter are taken into account when assessing the amount of compensation. If a dispute concerns a periodical payment, a maximum of a tenfold amount of one instalment of the disputed 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 reimburse the insured's legal expenses in full. If the insured party fails to claim their expenses from the opposing party or relinquishes their claim in part or in full, compensation paid under the insurance may be reduced or withheld entirely under the Insurance Contracts Act.

### 5.3 Prohibition of admission of legal expenses

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

### 5.4 Coverable expenses

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

The legal counsel used by the insured must be an attorney-at-law or a legal counsel with a degree in law.

If bringing the case before a court requires a juristic act or a decision taken by a given body or in connection with

any specific proceedings, the expenses are indemnified as of the date when the case can be brought before a district court.

#### Restrictions:

The insurance does not cover

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

### 5.5 Common interest

If the case involves an interest essentially other than that of the insured, or the insured has an interest to safeguard in the insurance event in common with persons not covered by this insurance, the insurance indemnifies only for those costs which are attributable to the insured.

### 5.6 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 Criminal Procedure Act, taking into account the expenses ordered to be paid and actually paid in similar cases. However, expenses will be covered up to the amount which the court orders the insured person's adverse party to pay, unless the court has specifically concluded, on the basis of the grounds appearing in its decision, that the insured must personally bear the incurred expenses, in part or in full, to the insured's detriment. Coverable expenses shall not, however, exceed the amount of the expenses claimed by the insured person's opposing party.

## 6 Other regulations concerning indemnity

### 6.1 Point of time for indemnification

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

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

### 6.2 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.

## LESSOR'S CONSEQUENTIAL LOSS INSURANCE

### 1 Insured persons

Those insured are the policyholder and other owners of the apartment or residential property listed in the policy document.

### 2 Object and validity of insurance

The object of insurance is the rental income from the let apartment or residential property listed in the policy document. Rental income refers to the amount of rent stated in the lease agreement. The loss of rental income covered by this insurance does not include other separate fees charged from the tenant, such as parking, water or electricity fees.

A prerequisite for the insurance is that the insurance location has a valid Extrasure MyHome Insurance. If this insurance is terminated, the related lessor's consequential loss insurance also expires.

### 3 Coverable insurance events

The insurance covers loss of rental income from a let apartment or residential property listed in the policy document, provided that the loss of rental income is the direct consequence of an insurance event covered under the terms and conditions of Extrasure MyHome Insurance.

The Extrasure MyHome Insurance from which the insurance event is covered must be valid at the time when the loss occurs. A further prerequisite for receiving compensation is that the tenant is partially or fully relieved from paying rent under the law. However, in a fire or leakage damage coverable under clause 6.12 of Extrasure MyHome Insurance, compensation may be paid without the aforementioned prerequisite that the tenant is relieved from paying rent.

### 4 Safety regulations

If the loss or damage is covered under the insurance terms and conditions, the safety regulations of Extrasure insurance terms and conditions listed above apply.

### 5 Indemnification regulations

If the loss or damage is covered under the insurance terms and conditions, the provisions of clauses 5.1–5.4 apply.

#### 5.1 Amount of loss and compensation

The amount of loss is the loss of rental income from the let apartment or residential property listed in the policy document.

A prerequisite for compensation is that the loss or damage is covered under the terms and conditions of MyHome Insurance and that the loss fully or partially prevents the apartment or property from being let out. Payment of compensation requires that the lease agreement is, at the time of loss, valid until further notice or for a fixed term of at least three months

A prerequisite for compensation is that the interruption causes actual loss of rental income. Compensation is calculated on a per-day basis and paid according to the actual days of lost rental income. For the purposes of the calculation, there are 30 days in one month.

A prerequisite for compensation is that the policyholder has provided proof of the period of time of lost rental income and the amount of actual income lost.

## 5.2 Indemnity period and maximum compensation

Compensation is paid for an uninterrupted period of up to 12 months as the result of an individual insurance event. With respect to Lessor's consequential loss insurance, the sum insured stated in the policy document is the maximum compensation in each insurance event. Compensation is paid for the period of time required to repair the coverable property damage until such time when the apartment is restored to a lettable state. The insurance does not cover loss of rental income from the time required to find a new tenant. If the repairs or their commencement are delayed, compensation for the consequential loss is paid only for the period of time required to repair the property damage using efficient methods.

## 5.3. Deductible

The deductible is 50% of the monthly rent specified in the policy document.

## 5.4 Taxation

Applicable tax laws are taken into account when calculating the amount of compensation.

## TRAVEL INSURANCE

You can select the following travel insurance policies under Extrasure:

- Pohjola luggage insurance
- travel liability insurance
- legal expenses travel insurance.

The insurance cover selected for each insured person is stated in the policy document.

## Common provisions to all travel policies

These provisions apply to all travel policies, that is, luggage insurance, legal expenses travel insurance and travel liability insurance.

### 1 Territorial limits

Luggage Insurance and Travel Liability and Legal Expenses Travel Insurance policies are valid throughout the world for travels abroad and in Finland.

A journey abroad refers to a journey outside Finland. It begins when the insured person leaves their home, workplace, study place or holiday home in Finland and ends when they return to any of the aforementioned places. The insurance cover is not, however, valid in the above-mentioned places, nor on journeys between them. Travel in Finland connected with a journey abroad forms part of the journey abroad when the journey 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, or holiday home. It begins when the insured person leaves their home, workplace, study place or holiday

home in Finland and ends when they return to any of the aforementioned places. The insurance cover is not, however, valid in the above-mentioned places, nor on journeys between them.

### 2 Period of validity

The length of time for a journey does not affect the validity of luggage, travel liability and legal expenses travel insurance.

### 3 Effect of residence on insurance validity

An insured person must have a factual and permanent home municipality and residence in Finland under the Municipality of Residence Act and the Population Information System at the time of the occurrence of the insured event, in order to be entitled to compensation under the applicable insurance. If, however, an extension to the validity period has been separately agreed upon regarding certain cover under Pohjola Traveller's Insurance and the appropriate entry has been made in the insurance policy, the above requirement is not applied during the extension. If the same insured person has luggage, travel liability and legal expenses travel insurance, the above requirement is also not applied to these policies during the validity period extension of Pohjola Traveller's Insurance.

### 4 Nuclear accident

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.

### 5 Applicability of General Contract Terms and Conditions

The General Contract Terms and Conditions are applied in all insurance policies.

## POHJOLA 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 or her spouse or common-law spouse 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 insurance covers luggage up to the maximum total of the sum insured stated in the insurance policy.

Instruments of payment and securities are considered luggage up to a total of EUR 100 when carried by the insured, and up to a total of EUR 500 if kept in a locked safe deposit box.

#### Restrictions:

The following are not considered to be luggage:

- motorised vehicles, caravans or trailers, watercraft or aircraft or parts and accessories of 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 Losses excluded from cover

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 to a 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, external 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, external 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.

However, the insurance does 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 and indemnification regulations

If a loss or damage is coverable under the insurance terms and conditions, clause 1, 3 and 6 of the safety regulations for Insurance for home and home contents apply to this insurance.

The indemnification regulations concerning under-insurance do not apply to luggage insurance. Otherwise the indemnity is calculated according to the indemnification regulations for non-life insurance.

## TRAVEL LIABILITY INSURANCE

The common provisions on travel insurance and, where these are not applicable, the terms and conditions of general liability insurance apply to travel liability insurance, with the following exceptions.

### 1 Insured persons

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

In deviation from clause 4.2 of the terms and conditions for liability insurance, the insurance covers any loss sustained by the insured because of damage suddenly caused by the insured to a bicycle, scooter, moped, motor scooter, snowmobile, all-terrain vehicle, hoverboard or water scooter rented temporarily 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.

# TRAVEL LEGAL EXPENSES 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 as 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 or her spouse or common-law spouse 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 insurance 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, judicial act or infringement arising during the validity of the insurance.

#### **In 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.

#### **In criminal cases:**

- complaint filed in court

### 4.2 Single insurance event

An event 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. No claims for interest, legal expenses or litigation costs or expenses arising from being party to the matter are taken into account when assessing the amount of compensation. If a dispute concerns a periodical payment, a maximum of a tenfold amount of one instalment of the disputed 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 reimburse the insured's legal expenses in full. If the insured party fails to claim their expenses from the opposing party or relinquishes their claim in part or in full, compensation paid under the insurance may be reduced or withheld entirely.

### 5.3 Prohibition of admission of legal expenses

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

### 5.4 Coverable expenses

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

The legal counsel used by the insured must be an attorney-at-law or a legal counsel with a degree in law.

If bringing the case before a court requires a judicial 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 obtaining expert legal opinions

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 Criminal Procedure Act, taking into account the expenses ordered to be paid and actually paid in similar cases. However, expenses will be covered up to the amount which the court orders the insured person's adverse party to pay, unless the court has specifically concluded, on the basis of the grounds appearing in its decision, that the insured must personally bear the incurred expenses, in part or in full, to the insured's detriment. Coverable expenses shall not, however, exceed the amount of the expenses claimed by the insured person's opposing party.

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

# 6 Other regulations concerning indemnity

## 6.1 Point of time for indemnification

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

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

## 6.2 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 TERMS OF CONTRACT

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

The General Terms of Contract contain the relevant provisions of the Insurance Contracts Act (543/94). The symbol § in brackets refers to the relevant sections of the Insurance Contracts Act in which the matters in question are

dealt with. The insurance contract is also subject to certain provisions of the Insurance Contracts Act not appearing from these General 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 the 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 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 type of negligence as well as 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 the 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 in accordance with 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 of submitting 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 the insured person's 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 clause 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 Debt Collection Act. 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 will be returned to the policyholder.

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

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 treatment expenses 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 treatment expenses 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 had 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 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 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 co-habits with the insured and uses the insured property jointly with the insured person.

The conditions stated above concerning the insured with regard to observing the safety regulations also apply to persons, on the basis of their employment or official post with the policyholder, who are 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 death 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 death 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 loss or damage, the insurance company also has the right to investigate the fault and driving style data recorded in the vehicle information 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 Impact 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.

## 10.6 Changes in legislation

This clause applies to policies that have commenced on or after 1 April 2022.

In the event that legislation changes during the insurance period in a manner that increases or expands the insurance company's responsibility from what it was before the change, the insurance contract shall observe the law as it was at the start of the insurance period.

## 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, they have the right to obtain more information about matters which have led to the decision. The insurance company will revise the decision if the new investigations give cause to do so.

### 11.2 FINE and the Consumer Disputes Board

The Finnish Financial Ombudsman Bureau ([www.fine.fi](http://www.fine.fi)) offers free and independent advice and assistance. FINE's Finnish Financial Ombudsman Bureau and the Finnish Insurance Complaints Board also give dispute settlement recommendations in civil action cases. FINE does not handle a dispute pending in or already processed by the Consumer Disputes Board or the Court of Justice.

A decision made by an insurance company may also be submitted to the Consumer Disputes Board ([www.kulutajariita.fi](http://www.kulutajariita.fi)). Before submitting a matter to the Consumer Disputes Board, the consumer should first consult the Consumer Advisory Services within the Finnish Competition and Consumer Authority ([www.kkv.fi/en/consumer-advice](http://www.kkv.fi/en/consumer-advice)). 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, the policyholder or claimant 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 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 a blood alcohol content of at least 1.2 per mille 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 impact on the amount of insurance 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 as well as the Lessor's liability, legal expenses and consequential loss 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 of Health Insurance is tied to the price development in the latest index series of the consumer price index subgroup related to products and services in the health sectors. The maximum compensation and the amount of benefit under 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 traveller's 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 health 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 health 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 benchmark 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 benchmark index deviates from the benchmark 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 benchmark 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 benchmark 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 benchmark 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 benchmark index deviates from the benchmark 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 benchmark 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 benchmark index deviates from the benchmark 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 benchmark index deviates from the benchmark 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 benchmark 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 benchmark index deviates from the benchmark 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 benchmark 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 benchmark index deviates from the benchmark 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. Termination must be communicated 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 contains mention of the grounds for termination. The insurance contract will terminate one month from the time the notice was sent.

The insurance company's right to give notice of termination of insurance 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 contains 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 such 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 death 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 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 of the wish 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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