Corporate Legal Expenses Insurance



Insurance Product Information Document

Company: Pohjola Insurance Ltd, 1458359-3, Helsinki, Finland Product: Corporate Legal Expenses Insurance

Full pre-contractual information about the product that must be provided concerning the contract are in the product description, insurance terms and conditions and the policy document.

What kind of insurance is this?

Corporate Legal Expenses Insurance compensates, according to the terms and conditions, 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. You can use the insurance in cases that are processed in Finland in a district court or arbitration proceedings. If the case concerns a disputed civil case to be settled out of court, you can also use the insurance if the case could have immediately been brought before a district court in Finland.



What is insured?

Corporate Legal Expenses Insurance covers legal and litigation expenses only up to the sum insured entered in the policy document

- in a dispute when a claim specified as to its grounds and amount has been demonstrably and specifically disputed as to its grounds or amount. Example: A company has sent an itemised invoice, that is, a claim, for an earthmoving job that had been agreed upon, but the client claims it to be partly unjustified and too high. The client makes a written complaint about part of the invoice, that is, disputes the company's claim in part, and refuses to pay the entire invoice.
- in a criminal case when the charge has been raised while the insured person has been the complainant. Example: A employee has embezzled money from the company and is charged for it. In this case the company, acting as the complainant, may demand compensation from the accused in court.

λ What is not insured?

Corporate Legal Expenses Insurance cannot be applied, for example, in cases

- × where the claim has not been demonstrably disputed
- × which are related to other than the activities recorded in the insurance policy
- which are related to the transfer of the insured company, shares entitling to the ownership of the company, or partnership interest
- in which the insured is being prosecuted by the public prosecutor
- × which relate to a bankruptcy, distraint or execution dispute
- × which concern a patent or other intellectual property right.

Corporate Legal Expenses Insurance does not cover, for example,

- expenses incurred from measures taken before an insurance event, from the preliminary investigation of a case or from the investigation or handling of such a civil case as a result of which the insured person justifiably waives his/her claims against the opposing party
- × any legal expenses of the adverse party which the insured has been ordered or has agreed to pay, unless agreed upon separately and entered in the insurance policy
- × litigant costs, such as loss of income or earnings, own travel expenses, wasted time or own work
- × the costs of acquiring expert legal opinion.

Are there any restrictions on cover?

- The insurance indemnifies for insurance events that only occurred during the validity of the insurance. If the policy has been valid for less than two years at the time of the insurance event, the matters on which, for example, the dispute, claim, denial, notice of work relationship termination, charge or suspected crime is based must also have taken place during the validity period of the insurance.
- The insurance does not indemnify for expenses in cases which are handled by the administrative authorities or in special courts, such as an administrative court or the Labour Court. This means that the insurance cannot be applied, among other things, to taxation, town planning or appeals against the decision of a municipal authority.

Where am I covered?

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The insurance is valid in Finland unless otherwise stated in the insurance policy.



What are my obligations?

- When applying for the policy, you must submit the correct information, such as the company's line of business and wages and salaries.
- The insurance company must be informed if any information you submitted when applying for the policy or what is entered in the policy document is not complete or if significant changes have taken place.
- The information requested must be provided when claiming compensation.



When and how do I pay?

The insurance premium must be paid by the due date. It can be agreed whether the annual premium is paid in one or several instalments. In certain cases, we require that the first insurance period's premium be paid in advance.



When does the cover start and end?

The insurance is valid earliest from the date when it was applied for. The insurance ends when the policyholder terminates it. The insurance company also has the right to terminate the insurance cover under certain conditions.



How do I cancel the contract?

You can terminate the insurance in the Internet Service or by submitting a written notice of termination to the insurance company. You may not terminate the insurance policy by telephone.