

Insurances for your home and home contents

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Insurances for your home and home contents

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

COMMON PROVISIONS

Nuclear accident and war

The 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
- war or armed conflict.

MyHome Insurance

1 Those insured

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

2 Place of insurance and validity

2.1 Building

The insurance of a building is valid at the location of the building in 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 place of insurance for these parts.

2.3 Moveable property

2.3.1 Moveable property in a detached home or holiday home

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 of a maximum of 12m², excluding sauna buildings, related to use of this detached home or holiday home and located on the grounds. This detached home or holiday home and the buildings related to its use stated above constitute the place of insurance for 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 adjacent and sauna building, specified in the insurance policy, which constitutes the place of insurance for 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 place of insurance for 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 place of insurance for the moveable property.

Exclusion:

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 place of insurance for the moveable property.

2.4 Other assets

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

3 Validity of the insurance for moveable property outside the place of insurance

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 moveable property intended for household use and transferred from the place of insurance temporarily.

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

3.2 Moving home

When the insured moves from a permanent residence to another, the contents insurance is effective outside the place of insurance 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 Insured property

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 and located in the building or on the same property as the building:

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

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

- the following property on 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 12m², excluding sauna buildings
- the soil on the grounds of the building and the garden.

By the 'grounds' we here refer to an area no larger than a hectare managed by the insured that immediately surrounds the insured detached home or holiday home.

A garden includes any introduced plants, and the trees and bushes of a tended garden. Trees and bushes in a wild garden are not included in what is defined as a garden.

Exclusions:

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 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 place of insurance and owned by the insured person, provided that the materials are transferred to the place of insurance within six months of the date of the transfer of ownership
- building materials removed from the place of insurance for a continuous period of no more than six months of the date of removal
- the on-site tools owned by the insured person 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 are covered by the insurance 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' 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 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 Finnish 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 himself, or has had made.

Exclusions:

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

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

By the 'grounds' we here refer to an area no larger than a hectare managed by the insured that immediately surrounds the insured detached home, holiday home, rented flat 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
- boats manufactured for use as rowing boats, up to 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 motorised hobby vehicles with a maximum design speed of 15 km per hour, up to a maximum total of EUR 5,000.
- light-built tarpaulin shelters in the place of insurance 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.

Exclusions:

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

Of damage caused to garden tractors and motorised hobby vehicles, only damage due to fire or a natural phenomenon is covered. In addition, loss of or damage to property covered under crime cover and pipeline leakage cover is indemnified if the crime cover and pipeline leakage cover is included in the insurance.

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

- boats manufactured for use as rowing boats, up to 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 motorised hobby vehicles with a maximum design speed of 15 km per hour, up to a maximum total of EUR 5,000.
- light-built tarpaulin shelters in the place of insurance 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 his/her holiday-home contents.

Exclusions:

Of damage caused to garden tractors and motorised hobby vehicles, only damage due to fire or a natural phenomenon is covered. In addition, loss of or damage to property covered under crime cover and pipeline leakage cover is indemnified if the crime cover and pipeline leakage cover is included in the insurance.

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 adjacent 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 his/her insured moveable property in the adjacent and sauna building.

Exclusion:

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 other buildings 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.

Exclusion:

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 and neither included 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;
 - has come into the possession of the insured on the basis of a public or private employment or assignment;
- data, files or software on the computer hardware
- 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;
- other motorised vehicles such as the garden tractors and motorised hobby vehicles specified in clauses 4.5.1 and 4.5.2 of these insurance terms and conditions, unless otherwise separately agreed in the insurance policy
- caravans or other trailers, watercraft or aircraft, nor any parts or accessories of these or of any motorised vehicles
- 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 an insurance event is unforeseeable or not is subject to an objective assessment, on the basis of the cause of the loss, not on the basis of the consequence of the loss.

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

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

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 broke out;
- by a sudden and unforeseeable rising of soot from a fireplace or heating unit;
- 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 the building 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;
- heavy rain to the building and moveable property inside the building;
- exceptionally heavy hailstorm.

By freshwater flooding we here refer to an exceptional water level rise in a river, lake, ditch 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 flow 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 mean water line, 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.

Vandalism refers to damage or loss caused wilfully by a party other than the insured.

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

Under the 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 occurrence date of an insurance event has no relevance.

Under the 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 Exclusions

The insurance does not cover

- 6.1** loss of or damage to the object itself caused by wear and tear, rusting, corrosion, spoiling, moulding, rotting, the spread of fungus, smell, material fatigue or other equivalent gradual phenomenon. Neither does the insurance cover damage or loss caused by rising damp.
- 6.2** loss or damage caused by frost heaving, subsidence or land movement
- 6.3** damage caused to a building or its contents caused by freshwater or salt-water flooding or a consequent moving of ice if the building was constructed without permission specified by law or contrary to permission that was issued
- 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.
- 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
- 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 destruction 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 its 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 of 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. We do, however, compensate fire losses under fire and natural phenomena cover. We also compensate pipeline leakage losses if you have taken out pipeline leakage cover.

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 sports equipment or sports gear occurring while being used for its intended purpose, except where the loss or damage is caused by negligence of a third party

6.16 loss or damage caused to computer hardware, when the loss or damage is due to malfunction, faultiness or non-performance of data or software

6.17 defective design, foundation, installation or construction or any damage caused by such defective design, foundation, installation or construction

6.18 loss or damage caused by liquid leaking through the water insulation in the structures or through the joint of pipes and structures, such as between a floor gully and a raising piece, when the loss is caused by an unapproved connection

6.19 servicing or maintenance expenses incurred

6.20 loss or damage caused by condensation water

6.21 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

6.22 loss or damage caused by theft or vandalism concerning other moveable property kept outdoors than a bicycle, boat, a motor locked to a boat, garden furniture, barbecue grill, garden tractor or motorised hobby vehicle

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

6.24 theft of optical instruments, electronic equipment and electric tools kept in a trailer, the outer boot of a motor vehicle or trailer, the pannier of a vehicle or in a tent. However, this restriction does not apply to theft of optical instruments, electronic equipment and electrical tools from caravans.

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 herein.

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

Valuables insurance

1 Territorial limits

The insurance is valid everywhere in the world.

2 Insured property

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.

Exclusion:

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 Exclusions

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 sports equipment or sports gear breaking while being used for its intended purpose, except where the loss or damage is caused by negligence of a third party
- 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.

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 herein.

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 herein.

Small boat insurance

1 Territorial limits

The insurance cover is valid throughout the Nordic countries.

2 Insured property

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
- vandalism
- storm with a wind velocity of at least 20 metres per second
- running aground, scraping bottom, collision
- road accident occurring during transportation.

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 herein.

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 mechanic anti-theft device approved by insurance companies. The indemnity is otherwise calculated as described herein.

Safety regulations

1 Significance of safety regulations

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

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.

The safety distances prescribed for sauna stoves must be taken into account when choosing their position. Clothes or other combustible material may not be placed above a sauna stove or 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.

In locating temporary heating appliances, the safety distances required for individual appliances must be 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 60m² or part thereof.

2.2 Smoking and open fires

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 is forbidden.

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

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

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

Owing 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 candles and outdoor candles must be supervised. They must be placed on a non-flammable base so that flammable material cannot be ignited by a flame or heat.

2.3 Hot work

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

- Before 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 under way and for a minimum of two hours after the work has been completed.

Work involving risk of fire refers to work which produces sparks or where a gas flame, other naked flame or a hot-air blower is used. Such work includes welding, flame and disk cutting, metal grinding, soldering, heating, water-proofing and roof work.

Repair work using a naked flame or open fire or glowing or spark-producing equipment may not be carried out in a motor vehicle shelter or a shelter for moveable property.

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 inflammable liquids must be stored in such a way after use 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 home, in accommodation facilities and in related storage space and stored property

The doors, windows, hatches and other entrances to storage spaces for moveable property must be closed in a manner providing protection against theft and burglary. The closing must be effected in such a way that the storage space cannot be entered without damaging the structures or locks of the storage space. When property is stored, valuables must be placed or covered in such a way that they cannot be seen by an outsider, unless he/she breaks into the storage space. Valuables include jewellery, precious metal objects, furs, valuable collections and works of art.

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

When property is kept in a hotel room, passenger cabin or similar accommodation space, any valuables or objects or equipment worth more than EUR 800 must be kept in a fixed and separately locked space. Valuables include jewellery, precious metal objects, furs, valuable collections and works of art.

3.2 Property outside the home, 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, market-places, restaurants, shops, lobbies of hotels or other accommodation establishments, beaches, sports fields, public conveyances, popular tourist sites and public assemblies.

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

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

Garden tractors and motorised hobby vehicles must be stored in a manner which provides protection against theft in a closed, locked storage space, or they must be locked with a steering lock or using a chock latch, chain shackle or cable head intended for the prevention of unauthorised use of the vehicle. Property must not be left in tents without supervision.

In public conveyances, valuables must be carried as hand luggage. Valuables include jewellery, precious metal objects, furs, valuable collections and works of art.

Cash, other payment instruments and securities must not be left in a hotel room, passenger cabin or similar accommodation, and they must be carried as hand luggage in public conveyances.

Bank, credit or similar payment cards must not be kept in the same place as their respective codes or be used in such a way that an unauthorised person may discover the code.

3.3 Further regulations concerning sports and leisure equipment

Bicycles must be protected against theft by a properly functioning lock.

If skis, snowboards or other sports equipment covered by luggage insurance have to be left unsupervised out of doors or in public areas, they must be locked to a stand intended for this purpose, or to other 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.

4 Protection of property from loss due to leakage

In order to prevent frost and leakage damage to water pipes and HEPAC equipment, the building must be heated sufficiently. If a building is left without supervision during the cold season for more than a week, the main valve 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.

Oil tanks and related oil pipelines of a building must for the first time be checked 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 which are 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 that the hose connections are in good repair and that the hoses have no kinks.

When installing a dish washer, a suitable safe tray must be installed under it.

While using a shower, the user must keep a constant watch to ensure that the water flows into the floor gully and there are no sewer blockages.

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.

The ditches and French drains must be kept operational and checked annually.

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

Any goods in stores 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 safety regulations specified in the insurance policy or otherwise referred to in the insurance contract must be followed.

6 Other instructions

The instructions for use issued by the manufacturer, seller or importer of the product must be observed.

Fragile objects must be carried in hand luggage in public conveyances.

Corrosive and staining substances and bottles and packages containing liquids must be packed safely and separately from other accompanying property.

If an object has been damaged or lost in transit or during storage, the damage or loss must be duly reported to and a claim filed with a representative of the haulage or transport company.

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

Indemnification regulations

1 How to make 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, an abstract of title or account of mortgage holders. All crimes must be reported to the local police without delay.

1.2 Documents and the cost of obtaining them

The police investigation report must be supplied to the insurance company upon request. The company indemnifies for the fees arising from the police investigation reports and other official documents which are required for handling the claim and which the company has requested.

When the insured claims indemnity for a loss due to theft of a bicycle, the loss report submitted to the insurance company must be accompanied by the police official's copy of the crime report filed.

The insurance company will indemnify for the costs arising from any repair cost estimate it may require.

1.3 Investigation of loss or damage and obligation not to dispose of damaged objects

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 or, with respect to mobile devices, by providing an equivalent replacement device. However, if the repair or replacement costs exceed the value of the property determined in accordance with these indemnification regulations, the indemnity will not exceed the value of the property. The expenses for restoring the damaged property to the condition preceding the loss are indemnified as repair costs.

Expenses for renovation or other improvements made in connection with the repair are not indemnified.

The insurance company is entitled to acquire equivalent property or repair the damaged property instead of paying the indemnity in cash. 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 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, which is specified in the insurance policy.

The deductible is not subtracted

- in loss due to fire, if a smoke detector has restricted the extent of the loss by switching off the electricity, 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 dwelling 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 place of insurance has, through its operation, restricted the extent of the loss
- from the acquisition costs of a new excess-voltage preventer, if the excess-voltage preventer 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:

- 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
- reasonable additional costs due to mandatory orders and regulations issued by the authorities concerning the building, up to 10% of the amount of damage to the building.

5.2 Additional housing costs arising from a coverable loss

Regardless of the amount of 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 a part of it could not be used due to an insurance event covered by this insurance policy. The indemnity is paid from the insurance for moveable property covering the damaged dwelling.

Exclusions:

The maximum amount of indemnity for additional housing costs is 10% per month of the maximum indemnity indicated in the insurance policy. In the case of fire damage, additional costs are indemnified for a maximum of 12 months, and in the case of other damage for a maximum of six months. Meal expenses are not covered as additional costs.

6 Indemnity for damage to moveable property

6.1 Replacement, current and residual values

In the event of loss of or damage to moveable property, the amount of indemnity is based on the replacement value, which refers to the cost of acquiring new identical or equivalent property. 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 market value of the property before the loss occurred. The value of the property subject to age reduction is, however, determined on the basis of the age of property items as indicated in section 6.2.

Indemnity based on replacement value requires that, within two years of the insurance event, the damaged property be either repaired or replaced by new property of the same type or 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 for damage to moveable property

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

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

The reduction is computed by multiplying the percentage figure by the number of full calendar years following the year the equipment was first used. However, with respect to mobile and smartphones, the reduction is computed by calculating the percentage figure by the number of each commenced year following the year the equipment was first used. The age reduction is, however, no more than 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 home contents covered by the insurance for a building.

7 Compensation of parts of a building or a rented or owner occupied flat

Below, a building also refers to property insured as a part of a rented or owner-occupied flat.

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. 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. 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 that 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.

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 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 case 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, excluding fire loss:

Machinery, equipment and pipework	Age reduction %
tanks, waste water, rainwater, service and heating pipes of the building, other than those located in the ground slab	3
copper and plastic pipes in the ground slab and underground	3
other pipes in the ground slab and underground	6
swimming pool equipment, burglar alarm equipment, frameworks and operation mechanisms of external awnings	10
Stoves, range hoods, refrigerators, dishwashers and sauna stoves	10
central-heating equipment, heat exchangers and conveyors, boilers with tanks, tanks underground or in the ground slab, adjustment and control equipment, heating cables, electric radiators, air-conditioning and refrigeration equipment, and electric motors and other equipment	6

The above mentioned age reductions are also made on the costs of opening and closing the structures of the building and the costs of excavating and filling.

The age reduction is computed 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 sauna stoves are, however, covered under clause 6.2 in the insurance terms and conditions. No reduction for age is made on costs arising from locating the fault or on electric cables.

Reductions also apply when indemnifying for equipment and pipes covered by a 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 over	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 pipe-work 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-occupied flat.

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

8 False information and under- and over-insurance

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 underinsurance

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 underinsured. 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 underinsured. 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 current value and reduced by the deductible, which corresponds to the ratio of the sum insured to the current 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 over-insurance

The property is over-insured 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.

9 Compensation of 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, however, 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 (Land Act, chapter 17, section 8) provided that:

- he/she has repaired the damage within a reasonable time
- he/she has 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 his/her own 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.

Liability insurance

1 Those insured

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 place of insurance and the persons residing permanently in the same household with him/her. 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 insurance period.

3.2 Loss or damage caused by a child is covered even when the child is not liable to pay damages because of his/her age. As an exception to section 7 of the General Terms of Contract, the insurance also covers loss or damage deliberately caused by a child under 12 years of age.

Exclusion:

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

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

Exclusion:

This extension does not apply to

- any loss or damage for which another party is liable
- a traffic or other accident caused by avoiding a dog.

3.4 As an exception to section 4.2, the insurance covers damage which has been caused suddenly to the structures or fixed equipment of a rented or owner-occupied dwelling used for the accommodation of the insured and his/her family and for which the insured is liable under section 3.1. Damage caused to the structures or fixed equipment of a hotel suit is also covered. Rented residential buildings are, however, not considered rented dwellings.

Exclusion:

The insurance does not cover damage caused to surface coverings, nor damage arising from poor maintenance or wear and tear of the dwelling. Surface coverings in this respect include wood-strip and vinyl floor coverings, wall-to-wall carpeting, wall coverings and painted surfaces of the dwelling.

3.5 As an exception to section 4.4, the insurance covers 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.

3.6 As an exception to section 4.8, the insurance covers loss which is indemnified under section 3.1 and which is caused by a temporary incident or circumstance due to an accidental error.

4 Exclusions

The insurance does not cover

4.1 loss or damage caused

- to the insured
- to the insureds employee or the equivalent insofar as the person concerned is entitled to compensation under statutory workers compensation or motor liability insurance.

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

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 traffic accident as defined in the Finnish Motor Liability Insurance Act, irrespective of where the accident occurred

4.7 loss or damage caused

- use 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 his/her capacity as the employer of any such persons

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

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

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

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

Exclusion:

If the insured makes good the loss, agrees thereon or accepts the claim, this will not be binding on the insurance company, unless the amount and basis of the damages are manifestly correct.

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

Exclusion:

The costs of legal proceedings taking place outside the Nordic countries are indemnified to a maximum of EUR 8,500.

5.4 If the company has notified the insured of its readiness to settle with the injured party within the limits of the sum insured, and the insured does not consent thereto, the company is not obliged to indemnify for any extra costs incurred thereafter.

6 Safety regulations

The insured must comply with the safety regulations given in the insurance policy, insurance terms and conditions or other instructions in writing. If the insured fails to comply with the safety regulations, any compensation payable to him/her may be reduced or disallowed under clause 6.3 of the General Terms of Contract.

6.1 Oil tanks and related oil pipelines of a building must for the first time be checked 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 which are no longer in use, the equipment must be neutralised and the feed connection must be removed before the beginning of the subsequent heating period.

6.2 While using a shower, the user must keep a constant watch to ensure that the water flows into the floor gully and there are no sewer blockages.

7 Indemnification regulations

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

7.2 Multiple loss or damage caused by a single event or circumstance is considered a single insurance event.

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

7.4 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 his/her own 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.

8 Joint and several liability

Where several parties are jointly liable to make good a case of loss or damage, the insurance will indemnify for that part of the loss or damage which corresponds to the culpability attributable to the insured and to any advantage he/she may have gained through the insurance event.

9 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:

9.1 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.

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

9.3 Deviating from section 4.4 of the insurance terms and conditions, the insurance covers liability loss which is based on the ownership or possession of the property and which concerns a forest property specified in the contract and insured under forest or forest fire insurance.

9.4 Contrary to exclusion clause 4.11 of the insurance terms and conditions pertaining to wage-earning activity, the insurance covers liability loss which is related to the insured party's activities specified in this particular clause.

9.5 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.

9.6 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.

9.7 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 section 4.

The insurance applies to the insured in matters related to his/her private life.

2 Those 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 place of insurance and the persons residing permanently in the same household with him/her.

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.

The insurance does not indemnify for expenses in cases which are handled by the administrative authorities or in special courts, e.g. an administrative court, the Insurance Court, or the Supreme Administrative Court. Nor does the insurance cover expenses in cases handled by the European Court of Human Rights or the European Court of Justice.

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.

Exclusion:

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, juristic act or infringement, or which are based on the same or similar claim with different grounds.

5 Exclusions related to insurance events

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

- 1) where the claim has not been demonstrably disputed
- 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
- 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
- 4) which is related to guarantee, pledging or other commitment for a loan or commitment by another person for his/her business or gainful employment
- 5) which is related to a loan granted for the business or gainful employment of another person

- 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 his/her personal use. This restriction does not apply if the insured own or control a maximum of one other flat that is not used for permanent accommodation or holiday home of the insured.
- 7) of minor importance to the insured
- 8) in which those insured under this insurance represent opposing parties
- 9) 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
- 10) in which the insured has filed a petition in a criminal procedure, or is being prosecuted by the public prosecutor, or in which the complainant has filed a civil claim against the prosecuted insured while such prosecution is pending
- 11) in which the insured is required to pay damages for a civil claim on account of which he/she has been sentenced or, on the basis of the relevant special provisions, the charges or sentence against him/her have been waived
- 12) in which the insured has submitted a civil claim on account of which he/she has been sentenced or, on the basis of the relevant special provisions, the charges or sentence against him/her have been waived
- 13) which is related to a restraining order
- 14) 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 marriage-like cohabitation or the cancellation or termination of a registered or an unregistered partnership
- 15) which is related to the custody or habitation of a child, or maintenance liability or parental access
- 16) which concerns the appointment of a trustee, or an executor or administrator of an estate, or the release of such an appointed person from his or her duties
- 17) in which the insured is involved as the owner, possessor or driver 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
- 18) which concerns a bankruptcy
- 19) which is related to a distraint, an execution dispute referred to in the Execution Act, 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
- 20) which concerns proceedings carried out in accordance with legal provisions on company restructuring or the debt rescheduling of private individuals, or the voluntary debt rescheduling of farmers in accordance with the Rural Industries Act.
- 21) 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
- 22) which is dealt with 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, he/she 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 insured shall use a solicitor or other legal counsel as his/her representative.

Exclusion:

If the insured does not use any representative at all or uses a representative who is not a Finnish Master of Laws or who does not have equivalent foreign qualifications, no indemnity will be paid.

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 has presented to the opposing party a legal expenses demand which has been partly or fully rejected by a court order, an appeal is to be lodged against the decision in response to the insurance company's demand.

Exclusion:

If the insured does not demand the opposing party to pay for the legal expenses or relinquishes the demand in part or full without the insurance company's consent or refuses to appeal against the court order on legal expenses, the indemnity which would otherwise be paid out of the insurance may be reduced or denied under the Insurance Contracts Act.

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

Exclusion:

Any payment by the insured to his/her representative for legal fees and expenses is not binding on the insurance company in its evaluation of necessary and reasonable litigation costs.

7 Indemnification regulations

7.1 Sum insured

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

7.2 Deductible

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

7.3 Coverable expenses

The insurance compensates 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 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.

If the matter has been handled as a conciliation case by a court of law, the insurance will also cover the insured person's portion of the fee and expenses for an assistant to the conciliator calculated per capita of the parties to the dispute.

7.3.2 Cases of arbitration or conciliation

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

Exclusion:

Fees and costs of arbitrators and conciliators are not indemnified.

7.3.3 Criminal cases

7.3.3.1 The insured as the complainant

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

7.3.3.2 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 raised by the complainant against the insured when the public prosecutor has waived or withdrawn charges for the same action.

7.3.4 Appealing to the Court of Appeal and the Supreme Court

If a permit for further consideration of the case is required to appeal to the Court of Appeal or leave to appeal to the Supreme Court is required, the costs incurred from the appeal will be indemnified under the insurance only if the permit or leave has been granted.

Costs incurred in the use of extraordinary channels of appeal are indemnified only if the Supreme Court has approved the appeal for nullification, reversed the judgement or reinstated a time limit forfeited.

7.3.5 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.

7.4 The amount and calculation of indemnity

The legal expenses indemnified under the insurance are determined in accordance with the relevant provisions of the Code of Judicial Procedure and the Criminal Procedure Act.

If, owing to the admission by interested parties, the court of law has not mentioned legal expenses in its decision, or if the matter has been settled out of court, the coverable expenses are determined by taking into account the expenses normally paid or ordered by a court to be paid in similar cases. However, the coverable expenses come to a maximum of 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 from its decision, that the insured must personally bear his/her expenses, in part or in full, to his detriment.

For the use of a legal counsel, the insurance covers a reasonable fee charged by the counsel for his/her work 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, coverable expenses come to a maximum of the amount of the expenses claimed by the insured person's adverse party.

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 the disputed periodical payment is taken into account when assessing the amount of benefit.

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 his/her claims against the adverse party.

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 his/her 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, travel or accommodation costs or any additional costs arising from a change of representative or from any conduct on the part of the insured which has increased costs unnecessarily

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 costs incurred from matters and evidence which the court of law will not take into account as they have been presented too late

7.5.8 costs caused by the insured or his/ her legal counsel by not being present in court, by disregarding the orders of the court, or by entering a plea which they knew or should have known to be unfounded, or costs which they have themselves caused by prolonging the litigation wilfully or through negligence

7.5.9 costs for litigation which the insured or his/her legal counsel initiated without the opposing party giving any cause, or if they have in some other way caused litigation wilfully or through negligence

7.5.10 fees and costs of arbitrators and conciliators.

7.6 Other provisions 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.

Exclusion:

Final compensation is paid after the insured has, in response to the Insurance Company's demand, proved that he/she has paid the deductible on the costs into the same bank account of the legal counsel into which any indemnity from the insurance is to be paid.

7.6.2 The insurance company's liability to pay indemnity will be reduced by any compensation for expenses which the insured person's opposing party has been ordered by the court or has undertaken to pay to the insured, provided that it has been possible to collect this sum from the party liable for payment.

7.6.3 If the opposing party has been ordered by the court or has undertaken to pay compensation for expenses to the insured and this remains unpaid at the time the indemnity is paid, the insured is obliged, before the indemnity is paid, to transfer the insured person's right to the said compensation to the insurance company, up to the amount indemnified under the insurance.

If the insured has had to pay a portion of the costs him/herself because they exceeded the maximum indemnity under section 7.1, the insured is obliged to transfer to the insurance company that part of the expenses compensation collected from the opposing party which is in excess of the part already paid by the insured him/herself.

7.6.4 If the expenses compensation the opposing party has been ordered or has agreed to pay has been paid to the insured or it has otherwise been taken into consideration in the insured person's favour, the insured must return the expenses compensation cum interest to the insurance company up to the amount of compensation paid out of the insurance.

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 section of the insurance terms and conditions.

8.3 Contrary 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 Deviating from restriction section 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.

Travel insurances

You can select the following travel insurance policies under Extrasurue:

- Luggage insurance
- Travel liability insurance
- Legal Expenses Travel Insurance.

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

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, Travel Liability Insurance 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 his home, workplace, study place or holiday home in Finland and ends when he returns to any of the aforementioned places. The insurance cover is not, however, valid in the above-mentioned places, nor on journeys between them. A travel in Finland connected with a travel abroad forms part of the travel abroad in case the travel continues without interruption from the aforementioned places abroad or from abroad back.

A travel 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 his home, workplace, study place or holiday home in Finland and ends when he returns to any of the aforementioned places. The insurance cover is not, however, valid in the above-mentioned places, nor on journeys between them.

2 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 insurance he has taken out. If, however, an extension to the validity period has been separately agreed upon regarding certain cover under Eurooppalainen 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 not applied to these policies either during the validity period extension of Eurooppalainen's 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. In the event of illness, injury or death occurring in connection with an aviation accident, Eurooppalainen Traveller's Insurance does not, neither in hobby nor in professional aviation, cover pilots or any other persons who are members of the flight crew or persons carrying out other duties related to the flight.

5 Applicability of general terms and conditions

The general terms and conditions are applied in all insurance policies.

Luggage insurance

1 Content of insurance

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

2 Those insured

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

3 Insured property

Luggage means property of the insured 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.

Exclusions:

The following are not considered to be luggage:

- motorised vehicles, caravans or trailers, watercraft or aircraft or parts and accessories to the above, except for the keys to a motorised vehicle
- sailboards or sails thereof
- merchandise, samples of goods, advertising material, photographs and drawings
- professional equipment or files and software included in IT storage devices
- manuscripts, collections and their parts
- removal goods or separate consignments
- animals or plants.

4 Coverable insurance events

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

4.2 Irrespective of the sum insured, the insurance covers

- any reasonable expenses incurred in searching for lost luggage, provided the luggage had been entrusted to a hotel, haulage or transport company, tour operator or similar
- any reasonable costs incurred by the insured in taking action to limit or prevent loss that has occurred or is imminent and that is coverable under this insurance
- expenses caused by acquiring necessities when luggage handed in for transportation is delayed at least two hours after the insured person has reached the destination of his/her outward journey. These expenses will be indemnified up to a maximum of EUR 100 per day or part thereof and to a maximum total of EUR 400 per person insured.

- travel, accommodation and telephone costs incurred from the theft of travel tickets, visa or passport during a journey to a maximum of EUR 200.

5 Exclusions

The insurance does not cover

- any loss arising from the loss of payment instruments and securities or from leaving them behind
- any loss arising from the ordinary use of goods, or damage to goods caused by insufficient covering, wear and tear, chafing, scratching, corrosion or other comparable gradual phenomenon
- any loss arising from an action taken by the authorities
- any loss which is covered under some special legislation, guarantee or other insurance
- sports equipment or sports gear occurring while being used for its intended purpose, except where the loss or damage is caused by negligence of a third party
- theft of valuables kept in a motor vehicle, trailer, boat, outside boot of a motor vehicle or trailer, pannier of a vehicle or a tent
- theft of optical instruments, electronic equipment and electric tools kept in a trailer, outside boot of a motor vehicle or trailer, pannier of a vehicle or a tent. However, this restriction does not apply to theft of optical instruments, electronic equipment and electrical tools from caravans.
- any loss arising from luggage disappearing or being left behind.

Valuables include jewellery, precious metal objects, furs, valuable collections and works of art.

The insurance does, however, cover loss up to EUR 150 arising from luggage, other than payment instruments and securities, disappearing or being left behind, provided that the time, place and circumstances of the loss can be defined, that the loss was noticed during the journey at the place where it occurred and that an outsider was demonstrably and immediately informed of the loss. If luggage left in the custody of the tour operator or corresponding party is lost, the loss is covered to its full amount, though not beyond the maximum of the sum insured.

6 Safety and indemnification regulations

If a loss or damage is coverable under the insurance terms and conditions, sections 1, 3 and 6 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 legal expenses insurance apply to legal expenses travel insurance, with the following exceptions.

1 Those insured

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

2 Coverable insurance events

As an exception to section 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 him/her to a bicycle, moped, scooter or a corresponding watercraft rented temporarily by him/her. On the same conditions, the insurance also covers damage caused to skis, ski poles or snowboards rented for a maximum of 14 days abroad.

Exclusion:

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

Legal Expenses Travel Insurance

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

1 Purpose of insurance

The insurance applies to the insured in his/her capacity of traveller in matters related to his/her private life in insurance events set out in the legal expenses insurance and occurring within the territorial scope and during the validity of the insurance in question.

2 Those insured

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

3 Courts of law

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

The insurance does not indemnify for expenses in cases which are handled by the administrative authorities or in special courts, e.g. a State Provincial Office, an administrative court, the Insurance Court, or the Supreme Administrative Court.

General terms of contract

The General Terms of Contract 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 Terms of Contract.

1 Concepts (§§2 and 6)

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

In terms of travel insurance (luggage, travel liability and legal expenses travel insurance), the **insurer** is Eurooppalainen Insurance Company Ltd. For any other insurance, the insurer is OP 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 is the party for whose benefit a non-life insurance is valid.

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

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

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

2 Disclosure of information prior to concluding an insurance contract

2.1 Policyholders and insured party's obligation to disclose information (§§22 and 23)

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

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

2.2 Failure to disclose information (§§23 and 34)

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

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

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

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

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

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

- always in the case of a fixed-period travel insurance;
- when the insurance company has set the payment of the premium for the first insurance period as a precondition before continuous travel insurance can enter into force; or
- if there are special reasons, for instance, because of the policyholders earlier default of payment.

The insurance bill contains a mention to this effect.

3.2 Grounds for granting insurance

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

3.3 Validity of the insurance contract (§16)

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

The insurance contract can also be terminated on other grounds, as specified below under sections 4.2 and 13.

A fixed-period insurance contract is valid for the agreed insurance period. The insurance can, however, be terminated during the insurance period on grounds specified below in sections 4.2 and 13.

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

4 Insurance premium

4.1 Premium payment (§38)

The insurance premium must be paid within one month of the date on which the bill for the premium was sent by the Insurance Company to the policyholder.

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

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

4.2 Delayed premium (§39)

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

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

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

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

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

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

4.3 Returning of premium at the termination of a contract (§45)

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

However, the premium is not returnable in cases stated below in this clause or if the policyholder or the insured person has acted fraudulently in the circumstances referred to in clause 2.2 above. The premium is not returned separately if the returnable sum is smaller than the sum in euros specified in the Insurance Contracts Act.

The insurance company charges a non-returnable minimum premium for travel insurance, valuables insurance, animal insurance and treatment expenses insurance covering animals, as specified in the respective policies.

4.4 Setoff against premiums to be refunded

Any one of the insurance companies may, on behalf of all of the insurance companies that may be acting as insurers in the Extrasure insurance cover, deduct any outstanding premiums overdue and other outstanding amounts from the premium to be returned.

5 Policyholders obligation to disclose information about any increase in risk (§§26 and 34)

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

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.

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

6 Obligation to prevent and limit loss or damage

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

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

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

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

The insurance company will indemnify for reasonable expenses incurred due to fulfilling the above duty of salvage even if the sum insured were 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 him/her. 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 person's intent or the type of negligence and any other circumstances will also be taken into account.

6.3 Failure to observe the safety regulations and the duty of salvage under 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 persons use of alcohol or other intoxicant has contributed to the negligence, compensation may be reduced or disallowed.

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

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

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

7.2 Occurrence of an insurance event under liability insurance (§§30 and 34)

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

8 Identification (§33)

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

- 1) who, with the consent of the insured person, is responsible for a motor-driven or towed vehicle, vessel or aircraft covered by the insurance;
- 2) who, jointly with the insured, owns the insured property and uses it jointly with him/her; or
- 3) who co-habits with the insured party and uses the insured property jointly with him.

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

9 Claims settlement procedure

9.1 Duties of claimant (§§69 and 72)

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

The claimants shall acquire and submit to the insurance company said documentation and information at their own cost, unless otherwise agreed.

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

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

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

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

9.2 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 event 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 liability for damages, the damaging consequences were caused. Reporting an insurance event is comparable to presenting a claim. If the claim is not presented within the said period, the claimant loses his/her right to obtain compensation.

9.3 Setoff against compensation

Any one of the insurance companies may, on behalf of all of the insurance companies that may be acting as insurers under the Extrasure insurance cover, deduct any outstanding premiums overdue and other outstanding overdue amounts from compensation.

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

10.1 Right to correct

If a policyholder or claimant suspects that the insurance company has made a mistake in its claim settlement decision, he/she has the right to obtain more information about matters which have led to the decision.

10.2 FINE and the Consumer Disputes Board

The Finnish Financial Ombudsman Bureau (www.fine.fi) offers free and independent advice and assistance. The Finnish Financial Ombudsman Bureau and the Finnish Insurance Complaints Board also give settlement recommenda-

tions in civil action cases. FINE does not handle a dispute pending in the Consumer Disputes Board or a court of justice or processed by the Consumer Disputes Board or a court of justice.

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

10.3 District court

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

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.

11 The Insurance Company's right of recovery (§75)

The insured person's right to claim damages from a third party which is held liable transfers to the insurance company up to the amount of compensation paid by the insurance company.

If the loss or damage was caused by a third party as a private person or as an employee, a civil servant or any other person comparable to these as referred to in Chapter 3, Section 1 of the Tort Liability Act, 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.

12 Altering an insurance contract

12.1 Altering the terms of contract during the insurance period (§18)

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

- 1) the policyholder or the insured has neglected his/her 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 concluded.

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.

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

Reporting 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 (eg an international crisis, exceptional natural event and catastrophe)
- change in claims expenditure and cost levels
- change in a factor or circumstance which, in the view of the insurance company, as an effect on the amount of premium. Such may include the age or domicile of the policyholder or person insured, the age, location, properties or place of insurance of the object of insurance or part thereof.

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 12.3 below concerning index regulations.

In addition to the above, the insurance company has the right to make changes as a result of bonus and customer loyalty and other similar reasons. 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.

12.3 Effect of the index

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

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

Insurance which has no reference to any index in the insurance policy is not index-linked.

12.3.1 Index clause for the sum insured

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

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

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

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

12.3.2 Index clause for the premium

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

12.3.3 Index clause for maximum compensation

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

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

12.3.4 Index clause for the deductible

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

The deductible is rounded off to the nearest full euro.

13 Termination of insurance contract

13.1 Policyholders right to terminate the insurance (§12)

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

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

13.2 Insurance company's right to terminate insurance during 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 the insured person to the insurance company at the time of concluding the contract, and which the insurance company cannot be deemed to have taken into account when concluding the contract;
- 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.

13.2.1 Procedure

Having been informed of the grounds for permitting termination, the insurance company will give written notice of termination without undue delay. The notice of termination will have a mention of the grounds for termination. 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.

13.3 The insurance company's right to terminate the insurance at the end of the insurance period (§16)

The insurance company has the right to give notice of termination of an insurance effective as of the end of the insurance period. The notice of termination will have a mention of the grounds for termination. The notice will be sent one month before the end of the insurance period at the latest.

13.4 Change of owner (§63)

If the insured property is transferred to a new owner other than the policyholder him/herself or his/her estate, the insurance on this 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.

14 Applicable law

All insurance contracts are subject to Finnish law.

15 Other matters dealt with in the Insurance Contracts Act

The Insurance Contracts Act also covers the following matters:

Scope of application (§1)

Peremptory nature of provisions (§3)

Insurance company's obligation to disclose information (§§5-7 and 9)

Information on reason for rejection (§6a)

Insurance company's obligations (§§ 7-9, 67-68 and 70)

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

Irresponsibility and emergency (§36)

Payment of a delayed non-life insurance premium (§42)

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

Overinsurance and underinsurance (§§57-58)

Double insurance (§§59-60)

Persons covered by property insurance (§62)

Notification that insurance cover ceases or is limited (§64)

Position of insured after occurrence of insurance event (§65)

Priority to compensation (§66)

Injured party's entitlement to compensation under general liability insurance (§67)

Appeal against insurer's decision on claim under general liability insurance (68 §)

Payment to wrong person (§71)

Subrogation (§75)

The Insurance Contracts Act is available at <http://finlex.fi/fi/laki/kaannokset/1994/19940543>.