

Business interruption cover (KE1)

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1 Business interruption insurance cover

The purpose of the insurance is to secure the result of the policyholder's business as defined in the policy.

Business interruption insurance covers loss due to interruption of business, as well as expenses paid to mitigate loss, in accordance with the insurance contract signed by LocalTapiola and the policyholder.

Business interruption insurance comprises the insurance policy and the special clauses and product clauses concerning each type of interruption insurance in the policy, as well as these common terms and conditions of business interruption insurance and LocalTapiola's general terms and conditions (YS15).

Upon the conclusion of the insurance contract or when the insurance cover is modified, it may have been agreed that the insurance cover included in the contract is more limited or extensive than set out in these terms and conditions. Exceptions are stated in the insurance policy. The insured business, objects of insurance, sums insured, indemnity period, chosen insurance cover and deductibles are described in the policy.

2 Business interruption insurance terminology

In addition to the following terminology, the terms and concepts defined in LocalTapiola's general terms and conditions (YS15) are applied to business interruption insurance contracts.

2.1 Insured business

Insured business refers to the policyholder's business activity that is specified in the insurance policy and the result of which is covered for business interruption loss.

Insured business may comprise e.g. the entire business of a company or organisation, the business of an individual outlet or the operation of an individual machine line.

2.2 Business interruption loss

Loss refers to an interruption or reduction of business activities leading to loss of turnover.

2.3 Indemnity period

Indemnity period is the maximum uninterrupted period of time for which LocalTapiola will cover business interruption loss. The indemnity period begins on the day when the material damage causing the interruption of business occurred. The length of the indemnity period is specified in the policy.

2.4 Technical period of business interruption

Technical period of interruption refers to the uninterrupted period that begins on the day when the material damage causing the interruption of business occurred and ends when the damaged property has been or could have been restored using efficient means of repair or replacement.

2.5 Gross profit

Gross profit refers to the operating profit that is calculated by subtracting the costs of materials and services from the turnover. Change in inventory of finished goods is also taken into consideration.

2.6 Limited gross profit

Limited gross profit refers to the operating profit that is calculated by subtracting the costs of materials, services and personnel from the turnover. Change in inventory of finished goods is also taken into consideration.

When it is not necessary to insure personnel expenses in full, an agreed maximum amount of compensation for personnel expenses can be insured in addition to the limited estimated gross profit.

2.7 Personnel expenses

Personnel expenses refer to the entire personnel payroll and immediately associated indirect employee costs in the insured business that are entered in the accounts under personnel expenses.

2.8 Extra expenses

Extra expenses refer to actual additional costs incurred by the policyholder in speeding up the continuation of the insured business or continuing business using temporary solutions after the occurrence of coverable material damage.

Such costs can include e.g. costs resulting from temporary installations, speeding up the repurchasing of destroyed property, acquisition of temporary premises or subcontracting.

2.9 Territorial limits of interruption insurance

The territorial limits of interruption insurance are specified in the policy. The area of validity is

- a named location with a specific address where business operations are conducted
- various locations in the geographical area specified in the policy. Unless otherwise specified in the policy, insurance that covers business operations conducted in various locations is valid in Finland.

2.10 Calculation period

Calculation period is the period of time for which the insurable value of an object of interruption insurance is calculated.

The length of the calculation period is

- 12 months if the indemnity period is 12 months or less
- 24 months if the indemnity period is more than

12 months and not more than 24 months.

The calculation period begins at the beginning of the insurance period and ends after the length of the calculation period. If the loss and the indemnity period continue beyond the calculation period, the calculation period is taken to be the period that ends when the indemnity period ends or the loss ends, whichever is sooner, such that the length of the period is the length of the calculation period preceding the end of the loss.

2.11 Insurable value

The insurable value is calculated as the value of the insured object during the calculation period if the loss had not occurred.

The amounts of loss and compensation are estimated based on the insurable value.

No insurable value is calculated for extraordinary expenses.

2.12 Sum insured

The sum insured refers to the amount of money for which the insured object is insured.

The sum insured may be based on the

- gross profit of the insured business at the insured value during the calculation period
- insurable value of the limited gross profit of the insured business during the calculation period
- agreed maximum amount of indemnification for personnel expenses
- agreed maximum amount of indemnification for gross profit
- agreed maximum amount of indemnification for extraordinary expenses

The sum insured is specified in the insurance policy.

If the insured object is the gross profit, the insured amount must correspond to the insurable value of the insured object. The policyholder is responsible that the sum insured always matches the insurable value of the insured object.

The sum insured is used as the basis for calculating the premium and as the maximum indemnification. It is not used as the basis for the amount of loss or the basis for evaluating the amount of loss.

If the sum insured is based on a maximum amount of compensation agreed for the insured object, the sum insured need not correspond to the insurable value of the insured object. A maximum compensation value is used in the following circumstances:

- the insured object is an agreed amount of personnel expenses or extra expenses
- the selected insurance policy covers interruptions due to breakages or epidemics

2.13 Deductible

The deductible is the proportion of the loss stated in the insurance policy that remains the liability of the insured.

Time-based deductible refers to the company's days of operation.

2.14 Under- and overinsurance

Insured business is underinsured if the sum insured is lower than the insurable value of the insured object. In the event of underinsurance, the policyholder assumes some of the risk.

Insurance based on a maximum amount of indemnification is considered underinsurance if the turnover reported by the insured and entered into the business information in the insurance policy is lower than the actual sum.

Insured business is overinsured if the sum insured is higher than the insurable value of the insured object.

3 Objects of interruption insurance

The object of the insurance policy can be selected from among the following:

- the gross profit of the insured business during the calculation period
- limited gross profit of insured business in the calculation period
- the personnel costs of the insured business during the calculation period
- extraordinary expenses

4 Validity of interruption insurance

Business interruption insurance is valid from the beginning of the insurance period specified in the policy. For businesses that are starting up, the period of validity of the business interruption insurance policy begins when business operations have begun.

The insurance covers business interruption loss caused by material damage to new property only when the policyholder has informed LocalTapiola of such new property and LocalTapiola has approved the property for inclusion in the insurance contract. The territorial limits of interruption insurance are specified in the policy.

Business Interruption insurance cover at various locations provides coverage for damage to property covered by property insurance when the property is on the company's premises. Business interruption insurance cover is only valid in locations other than the company's own premises if a corresponding entry has been made in the insurance policy.

If the territory of validity of the Business interruption insurance policy is specified as "varying locations", the insurance is valid everywhere in Finland, unless otherwise specified in the insurance policy.

Property insured on variable sites includes the following:

- machinery and tools used at building and installation sites
- mobile data processing, measurement, sound and image processing devices and
- other corresponding property used on various locations.

5 Business interruption insurance

5.1 Business interruption insurance, fire

5.1.1 Damage and loss covered by Business interruption insurance, fire

Business interruption insurance, fire covers loss to the insured business if

- the I loss is a direct consequence of material damage covered by fire insurance or natural phenomenon insurance under LocalTapiola's property insurance terms and conditions (ES1) and
- the material damage occurs during the period of validity of the Business interruption insurance, fire and within the territorial limits of the insurance and
- the material damage occurs to property that is used by the policyholder in its business and that is not excluded under LocalTapiola's property insurance terms and conditions (ES1).

Business interruption loss is covered even in the event that LocalTapiola does not pay compensation for material damage compensable under the terms and conditions of property insurance because a third party is liable to pay compensation for property damage based on a warranty or the Tort Liability Act or because the amount of material loss is lower than the deductible in LocalTapiola's property insurance.

5.2 Business interruption insurance

5.2.1 Damage and loss covered under business interruption insurance

Business interruption insurance covers loss to the insured business if

loss is a direct consequence of material damage that is covered by fire, natural disaster,

leak or crime insurance under LocalTapiola's property insurance terms and conditions (ES1) and

- the material damage occurs during the period of validity of the business interruption insurance and within the territorial limits of the insurance and
- the material damage occurs to property that is used by the policyholder in its business and that is not excluded under LocalTapiola's property insurance terms and conditions (ES1).

Furthermore, business interruption insurance covers loss to the insured business if

- damage or loss has occurred to building engineering (heating, plumbing, air conditioning and electrical installations) in a building that the policyholder uses for business purposes and the said damage or loss is coverable under insurance against breakages as specified in LocalTapiola's property insurance terms and conditions (ES1) and
- the loss is a direct result of the policyholder's inability to use its premises because of a breakage as described above

Building engineering refers to building service as specified in LocalTapiola's property insurance terms and conditions (ES1).

Business interruption loss is covered even in the event that LocalTapiola does not pay compensation for material damage compensable under the terms and conditions of property insurance because a third party is liable to pay compensation for property damage based on a warranty or the Tort Liability Act or because the amount of material loss is lower than the deductible in LocalTapiola's property insurance.

5.3 Business interruption insurance, breakage

5.3.1 Damage and loss covered by Business interruption insurance, breakage

Business interruption insurance, breakage covers loss to the insured business if

- the loss is a direct consequence of material damage covered by insurance against breakages in LocalTapiola's property insurance terms and conditions (ES1) and
- the material damage occurs during the insurance period of the Business interruption insurance, breakage and within the territorial limits of the insurance and
- the material damage occurs to property that is used by the policyholder in its business and that is not excluded under LocalTapiola's property insurance terms and conditions (ES1).

When the Business interruption insurance, breakage contract is signed, it may be agreed that only specific machines are covered by the insurance policy. These machines are specified in the policy.

5.3.2 Restrictions of cover in Business interruption insurance, breakage

Business interruption insurance, breakage covers loss to the insured business caused by a broken machine only if

- the machine was broken after the handover or committioning following the installation and testing stages and
- after reductions based on the age of the damaged machine or equipment in accordance with the insurance against breakage clause in LocalTapiola's property insurance terms and conditions (ES1), compensation is still payable.

5.4 Epidemics insurance

Epidemics insurance provides cover for material damage and business interruption loss in the food and restaurant industries and other fields of business that involve the handling of food.

5.4.1 Damage and loss covered by epidemics insurance

Epidemics insurance covers loss to insured business if

- the occurrence of an infectious or animal disease has been detected during the insurance period and within the territorial limits specified in the epidemics insurance policy and
- in order to prevent the spreading of an infectious or animal disease, the health protection authorities have issued a written order, based on law, to restrict the spreading of infectious diseases (an epidemic) and
- a written order by the health protection authorities restricts the insured business at a fixed location specified in the insurance policy.

Furthermore, the insurance covers any costs resulting from decontamination and repair of property carried out by order of the authorities, as well as the value of inventories to be disposed of, if the inventories subject to disposal or special treatment at the moment of issuance of the order by the authorities are at the named location in the policy that is subject to the written decontamination order or restriction of use imposed by the authorities.

Insurance cover for risks relating to products supplied to customers is provided by product liability insurance and, to some extent, product recall insurance and product insurance.

Costs of decontamination, repair and restoration of

property include costs resulting from the cleaning, disinfection, demolition and repair of property and other corresponding special handling costs.

Restriction of business can e.g. refer to partial or complete prohibition of use of the premises because of a thorough disinfection of the premises and equipment and/or destruction of contaminated products.

Customers of a restaurant came down with food poisoning, and the health protection authorities ordered the restaurant to be closed for investigation and decontamination. When the incident was investigated, it was found that the food poisoning was caused by food that was contaminated by salmonella despite appropriate control measures being in place in the restaurant. The business interruption loss resulting from the closure of the restaurant, as well as the value of the food ordered to be destroyed and the disinfection costs, are covered in accordance with the terms and conditions of epidemics insurance. The amount of loss includes business interruption loss for a limited period of liability in accordance with the compensation terms and conditions of interruption insurance, as well as the value and destruction costs of destroyed inventories and decontamination costs of premises and equipment, less the deductible. In addition, regulations relating to taxation are taken into account. However, the insured amount is the maximum amount of compensation.

In order to destroy a virus detected in a municipal water distribution system, the municipal health protection authorities ordered the water to be chlorinated and issued a general call to boil any drinking water. Epidemics insurance does not cover losses to the business of a local restaurant because the measures were general precautionary measures that do not expressly restrict the business of a specific company.

5.4.2 Restrictions to epidemics insurance cover

5.4.2.1 Commencement of LocalTapiola's liability

The indemnity period in Epidemics insurance begins on the day on which an order issued by the health protection authorities enters into force with the effect of restricting business activities.

However, no indemnification will be paid under the insurance if the policy has been valid for less than 31 days when the order is issued.

This period of limited liability is not applied if the insurance policy has been in force at another insurance company for the insurance period preceding the commencement of the policy and the health protection authorities have not imposed any restrictions of business or ordered any significant repairs to be made based on defects in hygienic safety.

Following an epidemic, LocalTapiola's liability will resume when a minimum of one year has passed since the end of the previous damage or loss due to an epidemic. The one-year time limit is applied if the cause of a new epidemic is found to be the same (bacterium, virus etc.) as that of the previous epidemic. The one-year period is considered to begin when the health authorities have given permission to resume business.

5.4.2.2. Limited indemnity period in epidemics insurance

The maximum length of indemnity period of epidemics insurance is two weeks for resuming business, after the official regulation that restricted the business has ended.

5.4.2.3 Maximum indemnity

The total maximum indemnity for damage or loss incurred during one insurance period is the sum insured. Tax regulations are taken into account as regards damage or loss to inventories and decontamination costs of movables.

The Value-Added Tax Act is an example of a taxation provision.

5.4.2.4 Products in violation of import regulations

The insurance does not cover loss resulting from the return, special treatment, destruction or loss in value of a product imported by the policyholder that is found to be in violation of Finnish law or official regulations concerning the product.

5.4.2.5 Contaminated product

The insurance does not cover business interruption loss or financial loss caused by destruction or special treatment of a product because of ageing, incorrect storage, damage to freezer or refrigerator apparatus, pests or vermin.

During a routine inspection visit, the health officer noticed that the company's premises were unclean and cleaning had been neglected. For this reason, the company was prohibited from operating. No compensation is paid under epidemics insurance for business interruptions caused in this manner.

5.4.2.6 Restriction relating to the influenza A virus

The insurance does not cover loss or damage caused by or associated with the influenza A virus.

Subspecies of the influenza A virus include H5N1 (avian flu) and H1N1 (swine flu).

5.4.2.7 Indemnification under law takes precedence

Indemnification is paid only insofar as it is not paid from state or municipal funds.

It is possible to receive indemnification from government funds based on legislation, such as the Animal Diseases Act or Communicable Diseases Act.

5.4.2.8. Restrictions on the use of water

This insurance does not cover damage caused by restrictions on the public use of water.

5.4.2.9 Occupational restrictions

The insurance shall not cover loss or damage caused by activities related to rearing or treating animals, cultivating plants or healthcare.

5.4.3 Precautionary guidelines for epidemics insurance

5.4.3.1 Binding force and purpose of precautionary guidelines

It is a condition for the payment of compensation in accordance with the terms and conditions of insurance that the policyholder complies with these safety guidelines, as well as other written safety guidelines and regulations issued separately by LocalTapiola. If the precautionary guidelines are neglected and this has an impact on the occurrence, level or extent of loss, compensation may be reduced or refused in accordance with the Finnish Insurance Contracts Act and the general terms and conditions.

By following the safety guidelines, the occurrence of damage can be prevented or the extent of damage reduced.

5.4.3.2 Operative programme of control measures required for full indemnity

The policyholder must be familiar with any hygienic risks relating to the handling of food in its business, and the policyholder must take the required measures to eliminate such health risks. In this purpose, the company must have a control plan in accordance with the official regulations. Furthermore, the company must ensure compliance with the control plan by training the personnel and supervising the implementation of the control programme.

5.5 General indemnification limits of business interruption insurance

5.5.1 Costs of inspecting loss or damage

The insurance does not cover expenses that have been incurred in the settlement of the claim, such as telephone and travel expenses, lost earnings and similar.

5.5.2 Delayed delivery or cancellation of a deal

The insurance does not cover damages paid for delayed deliveries or other similar sanctions that the policyholder or any other party is obliged to pay under contract or law.

5.5.3 Property damage

The insurance does not cover repair or replacement costs relating to property damage, unless otherwise specified in a product clause or special clause.

5.5.4 Neglected accounting

LocalTapiola is released from liability towards anyone who has not kept accounts of the insured business in accordance with the Finnish Accounting Act.

5.5.5 Loss and damage caused by terrorist attacks

The maximum indemnification for damage caused by a terrorist attack is EUR 3,000,000 for each occurrence of an insured event and each insurance period.

For the same damage, the maximum amount of compensation based on the insurance concerns all policyholders jointly. Loss caused by the same event or set of circumstances is considered as one single loss.

A terrorist attack is an act performed by either one person or a group of persons using or threatening to use force when the purpose of the act, by nature or context, is to promote political, religious or ideological goals and/or to intimidate or affect a government, a people or part thereof.

6 Indemnification regulations in interruption insurances

6.1 Amount of loss

6.1.1 The period for which business interruption loss is calculated (compensation period)

The amount of business interruption loss is calculated for the indemnity period if

- the damaged property has been repaired or it has been replaced with the same or a similar kind of property using efficient means of repair or repurchase, and
- the insured business continues at the same location and to the same extent as before the damage.

The amount of loss is calculated for the technical period of interruption but not for a longer period than the indemnity period if

- business is continued at a different location
- the repair or replacement of damaged property to return it to the state is was in before the

- occurrence of damage is delayed
- business is not continued to the same extent, or
- the business is discontinued.

6.1.2 Calculation of loss

6.1.2.1 Gross profit, limited gross profit or personnel costs as the object of insurance

For loss of gross profit or limited gross profit, the amount of loss is the same proportion of the insured value as the reduction in turnover during the compensation period caused by the material damage in comparison with the turnover that would have accumulated had the damage to property not occurred.

For personnel expenses, the amount of loss is the same proportion of the insured value as the reduction in turnover during the compensation period is of the turnover that would have accumulated during the calculation period had the material damage not occurred.

Moreover, the amount of damage includes any additional financially justified extra expenses paid by the policyholder for action taken to avoid or mitigate loss during the compensation period.

The prerequisite for indemnification is that the measures causing the additional expense reduce the loss that would otherwise result from the property damage by at least the amount of the extra expense during the compensation period.

If the action causing the extra expense continues to have a beneficial effect after the termination of the indemnity period, only the proportion of the amount that reduces damage during the compensation period is covered.

It is the policyholder's obligation to demonstrate the amount of loss.

The amount of loss can be demonstrated by use of company accounts, including cost accounting reports, business plans and order books.

Additional expenses to reduce loss include extra expenses that result from temporary installations, expediting purchases, acquiring temporary premises and taking other corresponding measures. As regards overtime work relating to repair of property, only overtime pay and associated other personnel expenses are included in the amount of loss.

6.1.2.2 Insurance cover for extra expenses

The amount of loss includes any reasonable and necessary expenses resulting from restoration of the damaged property and prevention of loss and relating to

• temporary installations

- expediting purchases
- acquiring temporary premises
- subcontracting work

or any other reasonable and necessary expenses arising from corresponding actions.

For overtime work, overtime pay and associated other personnel expenses are included in the amount of loss.

6.1.3 Exceptions to the calculation of the amount of loss

6.1.3.1 Amount of loss in the event of destroyed computer data, files and software

If the loss was caused by destruction of computer data, files or software, the loss is covered for no more than 2 weeks starting from the moment the material damage occurred.

6.1.3.2 Amount of loss to property

If the loss resulted from damage to property with a current value less than half of the replacement value and

- the damaged property cannot be repaired or
- the damaged property cannot be replaced with similar property or
- the replacement period of new similar property is shorter than that of the damaged similar property

loss is covered for no longer than the time that it would take to repurchase equivalent new property and for no longer than the indemnity period .

6.1.3.3 Amount of loss related to material damage occurring outside premises

If the loss is a direct result of material damage occurring outside the premises used by the company but at the same address, the insurance covers only the time during which the use of the policyholder's own premises, machinery or equipment has been prevented because of the damage.

Property damage occurring outside the company's own premises may be

- damage occurring to heating, plumbing, air conditioning and electricity equipment in the technical area of a business centre
- damage occurring to another company in the same business centre, resulting in a temporary interruption in the use of the policyholder's premises.

6.2 Amount of compensation

The amount of compensation is determined on the basis of the amount of damage, adjusted by the following factors.

The upper limit to LocalTapiola's compensation is

the insured amount stated in the insurance policy or the maximum compensation amount if stated separately.

6.2.1 Under- and overinsurance

If the sum insured is lower than the insurable value, the amount of damage is calculated based on the sum insured . In this case, the insurance will only cover the proportion of damage, less deductible, that is indicated by the ratio of the sum insured to the insurable value.

Extra expenses paid to reduce loss are covered to the extent defined by the ratio of sum insured to insurable value.

In the event of an insurance policy based on a maximum amount of compensation being underinsured, the amount of compensable loss will be obtained by calculating the ratio of the reported turnover to the actual turnover after subtracting the deductible.

If the sum insured is higher than the insurable value, the amount of damage is calculated based on the insurable value.

6.2.2 Expenses saved

When calculating the amount of compensation, the expenses included in the sum insured that are saved during the period of liability, because it was unnecessary to pay them after the material damage, are subtracted from the amount of loss.

Expenses saved during a business interruption may include personnel costs, rents and marketing costs.

6.2.3 Increase of gross profit in other business

When calculating the amount of compensation, any increase of gross profit or limited gross profit in the policyholder's business or the business of a party operating on the policyholder's behalf during the indemnity period as a result of the loss is subtracted from the amount of loss.

The policyholder had taken out a Business interruption insurance, breakage for production machine A, which broke down. While the machine was being repaired, the entrepreneur manufactured products with production machine B and sold more of them than he would have if machine A had not broken. The increase in gross profit resulting from increased sales using machine B is taken into account when calculating the final compensation.

6.2.4 Compensation paid by other insurance policies

When calculating the amount of compensation, the amount of compensation paid by other insurance policies for loss of gross profit or limited gross

profit is subtracted from the amount of loss.

If the selling price of the damaged goods is the basis of compensation for inventories, the share of gross profit included in the selling price is subtracted from the compensation payable under the business interruption insurance.

Expenses covered by property insurance may include salaries and wages of the policyholder's personnel which are paid under fire insurance in conjunction with clearance work during fire loss.

6.2.5 Deductible

The policyholder has a specific deductible for each occurrence of loss. The deductible is defined in terms of a number of days and it begins when the indemnity period begins.

When calculating the amount of compensation, any applicable reductions (items 6.2.1–6.2.4) are taken into consideration before the deductible is subtracted from the sum.

6.2.6 Effect of reduced compensation material damage cover on Business interruption insurance cover

If the amount of compensation determined in accordance with the terms and conditions for property insurance has been reduced for a reason other than underinsurance, reductions for the age of property or deductible, LocalTapiola has the right to reduce the amount of compensation for loss in a similar proportion.

If the amount of compensation for property damage is reduced e.g. because of a failure to follow precautionary guidelines, LocalTapiola has the right to reduce the compensation due to interruption in a similar proportion.

6.3 Other rules concerning insurance cover

6.3.1 Notification of damage and obligation to mitigate losses

When damage has occurred, the policyholder must notify LocalTapiola without delay and take action, including temporary action, to resume and maintain the insured business operation to the same extent as before the damage.

LocalTapiola will pay compensation for the extra expenses incurred due to these actions in accordance with the compensation principles for extra expenses as explained in the section entitled "Calculation of business interruption loss". However, the upper limit to LocalTapiola's liability in each occurrence of loss is the insured amount that is stated in the terms and conditions of the insurance or in the insurance policy.

Before taking any measures as referred to above, the policyholder should discuss them with Local-Tapiola, if possible.

The insured must follow any precautionary guidelines and other instructions set out in the policy document, the terms and conditions of insurance or other written document intended to prevent or mitigate damage or loss.

Whenever possible, the policyholder must limit labour costs by placing employees in other jobs, including outside the insured business.

Whenever possible, the policyholder must also assign his/her own employees to repair and clear the damaged property, taking into consideration the suitability of the employees in question for such work.

6.3.2 Loss adjustment

The policyholder or a representative of the policyholder must supply the documents and information needed for loss adjustment as requested by

LocalTapiola and assist LocalTapiola in the adjustment process.

6.3.3 Obligation to inform LocalTapiola about other insurance covering the same risk

The policyholder must inform LocalTapiola of its insurance policies with other insurance companies that cover the same risk and provide LocalTapiola's representative with the opportunity to take part in the loss adjustment of property damage.

6.3.4 Premium after occurrence of damage

At the most, the premium entitles the policyholder to an indemnification equal to the sum insured during the insurance period, as specified in the policy. LocalTapiola is entitled to a premium calculated on the basis of the amount of indemnification for the period from the resume of property to the end of the insurance period. However, the insurance will continue unchanged until the end of the insurance period if LocalTapiola does not notify the policyholder of additional premiums or other changes in conjunction with the indemnification decision.

In case of any dispute under these terms and conditions the original Finnish wording shall prevail.