

Fixed-period travel insurance

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Fixed-period travel insurance

The essential content of an insurance contract is defined in the insurance policy, in the insurance line-specific terms and conditions, and in the General terms and conditions.

The insurance policy, the travel insurance terms and conditions, and the General terms and conditions determine the content of an insurance contract. Your insurance policy shows the unique details of the insurance you have taken out, such as the insured persons and the scope of your insurance cover.

Fixed-period travel insurance

Traveller's insurance

- Medical treatment expenses cover for traveller
- Travel interruption cover
- Travel cancellation cover
- Missed departure cover
- Accidental permanent disability
- Accidental death

Luggage insurance

- Luggage insurance
- Travel liability insurance
- Travel legal expenses insurance

Your insurance policy shows the insurances selected and the insurance covers linked to them.

1 Entry into force of insurance

LocalTapiola's liability commences and this insurance enters into force no sooner than on the day when a written insurance application for insurance cover is made available or sent to LocalTapiola. However, liability may also commence later, if otherwise agreed upon.

Fixed-period travel insurance enters into force when you pay your invoice on the due date or sooner. Commencement of indemnity is conditional on the payment of the relevant invoice.

2 Insured persons and recipients of compensation

2.1 Insured persons

The insured persons are the persons shown in the insurance policy.

An insured person must reside in Finland on a permanent basis and must hold a valid Kela (health insurance) card as an indication that he or she is covered by Finnish residence-based social security. If an insured person annually stays outside Finland for a period of more than six months during a calendar year, he or she is not considered to reside in Finland on a permanent basis.

Traveller's insurance also provides insurance cover for an insured person's:

- own children,
- grandchildren,
- spouse's children

who are under the age of 18 years and travelling with that insured person, even where not shown in the insurance policy.

Any possible Accidental disability and Accidental death covers which the insured shown in the policy document may have are not in force for children who are travelling with the insured.

Additionally, this insurance provides insurance cover for all children under the age of 18 years travelling with an adult who is shown in the insurance policy and which children live in the same household with that adult on a permanent basis and are not that adult's own children.

However, someone who is under the age of 18 years and travelling with an insured person can be simultaneously insured only under one traveller's insurance policy taken out with LocalTapiola.

Luggage insurance provides insurance cover for the policyholder and anyone actually living in the same household with that policyholder on a permanent basis. The address recorded in the population information system is treated as an insured person's permanent residence. This insurance also provides insurance cover for the policyholder's or an insured person's underage children who do not live at the insured address on a permanent basis, whenever these children are staying with the insured person and travelling with that person.

2.2 Insured person's next of kin

For the purposes of travel insurance, an insured person's next of kin means the following persons:

- spouse or unmarried partner;
- insured person's own children and grandchildren and those of the insured person's spouse or unmarried partner;
- children living in the same household with the insured person on a permanent basis other than that insured person's own children;
- insured person's own parents and grandparents and those of the insured person's spouse or unmarried partner;
- siblings, half-sisters and half-brothers;
- daughter-in-law and son-in-law;
- one travel companion with whom the insured person booked the travel for the two of them;
- farm relief worker;
- informal carer;
- up to one person notified in advance on a journey-specific basis;
- someone responsible for an under-18-year-old during travel and his or her next of kin, when the under-18-year-old is travelling with someone other than his or her own family.

Unmarried partner means someone who lives with the insured person in a relationship resembling marriage and whose address of residence recorded in the population information system is the same as the insured person's residence.

2.3 Recipient of compensation, and beneficiary

The insured person or some other party entitled to compensation is the recipient of compensation. In the event of death, the beneficiary is the recipient of compensation. Unless otherwise ordered by the policyholder, next of kin are the designated beneficiary.

The policyholder may amend or cancel a beneficiary order if no insured events (perils) have materialised in which the order is intended to be applied.

If the beneficiary order is in force, the insurance reimbursement payable for the insured person's death is not part of that insured person's estate.

Beneficiary orders, and any cancellation or amendment of beneficiary orders, are deemed null and void if not notified to the insurer in writing.

3 General information on reimbursement

3.1 Insurer's right to determine place of treatment

In the manner which it specifies, LocalTapiola may require an insured person to contact the insurer before that insured person seeks a medical examination or treatment. LocalTapiola has the right to determine the place where an insured person's medical examination and treatment procedures are to be administered.

Examinations may also be performed and treatments administered using remote services, where medically possible.

3.2 Filing for reimbursement

Claimants must file for reimbursement with LocalTapiola within one year of the claimant becoming aware of the validity of this insurance, of the insured event in question, and of the loss, damage or injury resulting from that insured event. In any case claims must be presented within 10 years of the insured event in question or of the resulting loss, damage or injury. If no claim is presented within this time period, the claimant will forfeit their entitlement to reimbursement. No late claims for any expenses will be accepted.

Claimants must pay their medical treatment expenses out of pocket, unless otherwise agreed, and in respect of them claim from the Social Insurance Institution of Finland (Kela) the reimbursement set out in the Health Insurance Act. For all travel claims arising outside Finland and managed by LocalTapiola Travel Emergency Service, the insured person must submit to LocalTapiola a power of attorney for Kela for the purpose of claiming the reimbursement set out in the Health Insurance Act. If entitlement to the reimbursement referred to in the Health Insurance Act is extinguished on account of failure to comply with the applicable time limit or for some other reason, LocalTapiola will subtract from the relevant reimbursement the proportion that would have been paid under the Health Insurance Act.

If an insured person is entitled to reimbursement for medical treatment expenses under an act other than the Health Insurance Act, such as under the Workers' Compensation Act, the Workers' Compensation Act for Self-employed Farmers, the Motor Liability

Insurance Act, the Basic Education Act or the Patient Insurance Act, reimbursement must first be claimed under that act. Regarding expenses for which no reimbursement was paid by operation of law, a claim settlement decision or an equivalent report must be submitted to LocalTapiola.

3.3 Payment of reimbursement

Expenses incurred to an insured person as a result of treating a insured event are reimbursed on the basis of an original invoice or receipt. This insurance only covers expenses that refer to an insured person's medical treatment. The payment of medical treatment expenses is subject to the condition that the insured person concerned has a valid Kela (health insurance) card at the moment when the medical treatment expenses are incurred.

Medical treatment expenses are eligible for reimbursement when treatment is administered by a doctor or some other health care professional approved by the Finnish National Supervisory Authority for Welfare and Health (Valvira).

Payment of reimbursement for medical treatment expenses is subject to the condition that the examination, treatment, procedure and medication are ordered by a doctor and that they are, according to generally accepted medical practice, considered necessary for medical examination or treatment of the illness or accident in question, as well as being commonly employed in healthcare in Finland.

All medical treatment expenses must be reasonable.

Should any expenses be clearly above the general national price level, they are covered only to the extent reflecting the general national price level.

This insurance covers the reasonable cost of medical investigations and medical statements if these are requested by LocalTapiola for the purpose of examining a claim.

3.4 Limitations on payment of reimbursement

In the event that circumstances unrelated to a covered insured event essentially contribute to or prolong the healing of an injury or illness, medical treatment expenses and handicap allowance are reimbursed only insofar as the treatment or handicap must, on the basis of medical knowledge, be deemed to result from that covered insured event.

This insurance does not cover any:

- medical treatment expenses, handicap or death from complications whenever the complication relates to any medical examinations or treatments not covered by this insurance;
- alternative treatment solutions that are not generally approved under the medical treatment principles and that are not evidence-based;
- insured events that an insured person causes deliberately;
- exacerbation or prolonged healing, resulting from a lack of medical treatment, of an illness or of an accidental injury;
- medical treatment expenses which another insurer covers, or the deductibles charged for those expenses.

Under the General terms and conditions, reimbursement may be reduced where an insured person or some other party entitled to insurance reimbursement through gross negligence contributes to an illness, injury or incident. Reimbursement may be denied if an insured person or some other party entitled to insurance reimbursement causes an insured event deliberately.

4 Validity of insurance

4.1 Territorial limits and period of validity

You are covered by travel insurance during travel commencing in Finland and for the time period shown in the insurance contract, however up to a maximum of three months. Insurance contracts must always be concluded before the commencement of travel. Fixed-period travel insurance enters into force when you pay your invoice on the due date or sooner. Commencement of indemnity is conditional on the payment of the relevant invoice.

You are covered by this insurance in the region shown in the insurance policy.

This insurance is not in force outside the Nordic countries in desolated regions, including in deserts, jungles, the wilderness and on glaciers when travelling or staying at over a day's journey on foot from permanent habitation and roads. The Nordic countries are defined as not comprising Greenland, the Arctic Ocean islands or Spitsbergen (Svalbard).

4.2 Concept of travel

Travel commences in Finland at the insured person's home, workplace, place of study or holiday home and ends at any of the foregoing locations.

In Finland, an insured person is not considered to be travelling whenever:

- staying at an apartment or holiday home that he or she owns fully or in part;
- staying at an apartment or holiday home that his or her spouse or someone else living in the same household owns or partially owns;
- staying at a seasonal caravan or campervan site;
- staying at an apartment, holiday home or time-share property that he or she personally uses on a regular basis. Use is considered regular, for example, when a lease for an apartment or for a holiday home is for more than 45 days or when time-share unit possession is for more than two weeks annually;
- staying at a place of study or at a workplace;
- moving between the foregoing locations regardless of the length of the journey;
- the distance from the foregoing locations to the destination of travel is less than 50 kilometres.

4.3 Validity in sports activities

This insurance is in force whenever engaging in sports activities for the purpose of maintaining an individual's own physical fitness.

In respect of insured persons who are younger than 18 years, this insurance is in force in all sports activities, with the exception of the professional sports shown under Section 4.3.2.

Additionally, this insurance is in force, for example, during training sessions organised by a sports club and in training that takes place under the direction of a coach whenever this training is not in preparation for any competition.

Where a licence or similar is required, this insurance is not in force in any hobby sports.

4.3.1 Limitations on validity in sports activities

In respect of anyone aged 18 years and older, this insurance is not in force in any:

- professional sports shown in Section 4.3.2;
- competitive sports shown in Section 4.3.3;
- risky sports and functions shown in Section 4.3.4 or whenever trying any related functions on a one-off basis.

When taken out on someone aged 18 years or older, this insurance is not in force in any training organised specifically for the above sports activities, in other training included in a training programme, or in any training appropriate to a sport. Other training appropriate to a sport means training taking place in the form of exercises which are supplementary to the actual sport and which are practised as part of preparation for competitions or matches.

4.3.2 Professional sports

This insurance is not in force in any professional sports. Professional sports are individual and team sports which athletes practise as a professional activity and in which they receive payment or some other consideration or benefit for their performance exceeding the sum laid down in the Act on Athletes' Accident and Pension Cover or where they are obligated to take out an insurance set out in the Act on Athletes' Accident and Pension Cover.

4.3.3 Competitive sports

Sports are considered competitive sports whenever they involve a competition, a match or some other sporting event for which the organiser requires the participants to hold a licence or similar or to sign a disclaimer.

Competitive sports are considered to include all competitions and matches organised by a sports federation or a club, training organised under a training programme and any other training appropriate to a sport irrespective of the level of the competitive sports.

Training organised under a training programme means any training practised under the supervision of a coach or without supervision in accordance with a training programme compiled in writing or orally. Other training appropriate to a sport means training in which people engage in the form of exercises that are supplementary to the actual sport whenever practised as part of preparation for competitions or matches.

4.3.4 Risky sports and functions

In respect of anyone aged 18 years and older, this insurance is not in force in any risky sports or whenever trying such sports on a one-off basis.

The following sports are considered risky sports and functions:

- power sports, such as weightlifting, powerlifting, bodybuilding, strongman sports, or similar;
- martial arts, combat sports and contact sports, such as boxing, kickboxing, wrestling, freestyle wrestling, judo, karate, fencing, or similar;
- motorsports, such as rally, go-karting or moto-cross, or similar;
- climbing sports, such as mountaineering, rock climbing, ice climbing or wall climbing or bouldering, or similar. This exclusion does not apply to wall climbing whenever using the appropriate protective and safety equipment;
- air sports, such as parachuting, hang gliding, paragliding, hot air ballooning, parasailing, gliding, BASE jumping, wind tunnel practice, ultralight aviation, or aviation with home-built aircraft, or similar;
- kitewing, kitesurfing, kiteboarding and snowkiting;
- speed skiing, downhill, freestyle and off-piste;
- American or Australian football or rugby;
- lacrosse;
- bungee jumping;
- recreational diving, scuba diving or freediving;
- roller derby;
- downhill mountain biking and ice cross downhill;
- parkour;
- ocean sailing, or crossing the oceans by means of a boat.

4.4 Criminal activity, nuclear damage, and war

Fixed-period travel insurance does not cover any loss, damage or injury caused by:

- an insured person's criminal activity;
- an impact of a weapon or device based on a nuclear reaction or on ionising radiation and injuring masses of people;
- nuclear damage as described in the Nuclear Liability Act, or by damage caused by a material, device or weapon based on a nuclear reaction, regardless of where the damage occurs;
- a war, a rebellion, a riot, an armed conflict or similar, or service in a peacekeeping operation or other military action organised by the United Nations, the European Union or some other entity. Where an insured person embarks on international travel before the armed action commences and does not participate in it personally, this exclusion does not apply until 14 days have elapsed from the commencement of the armed action. If an insured person personally takes part in such armed action or where there is a major war, this exclusion applies immediately. Major war means any war between two or more permanent members of the United Nations Security Council.

5 Insurance premium

The level of the premium charged for fixed-period travel insurance is affected by factors such as the insured person's age and domicile, the insurance covers selected and their scope, the destination of travel, the deductible, and policy duration. The factors affecting the premium vary from one insurance cover to another.

Traveller's insurance

6 Perils insured under Medical treatment expenses cover for traveller, and related exclusions

6.1 Travel illness

A travel illness is an unforeseeable and sudden illness requiring medical treatment which, according to generally accepted medical practice, can be considered to have started during travel and during the validity of insurance cover. Travel illnesses are considered not to include any illness whose symptoms arise before the commencement of travel or for which medical examinations or procedures are ongoing when embarking on travel, even if the illness is diagnosed during travel.

Payment of reimbursement for a travel illness is subject to the condition that medical treatment is sought during travel or no later than within 7 days from the end of travel. In the case of a communicable disease with an incubation period of more than 7 days, this time limit does not apply. Medical treatment expenses of travel illnesses are covered for up to 120 days from the start of medical treatment.

6.2 Exclusions to travel illnesses

No reimbursement is payable if a travel illness is caused by:

- an oral or dental disease or a temporomandibular joint disorder, by any deterioration in the teeth or in the periodontium that such diseases or disorders cause, or by an occlusion issue, even where they are asymptomatic before the insured event in question;
- the insured person's attempted suicide;
- any pharmaceutical substance, alcohol or some other drugs consumed by the insured person.

Insured events caused in the context of a care measure, surgery or some other medical procedure are not treated as covered travel illnesses, unless performed to treat a travel illness covered by this insurance.

6.3 Travel accident

A travel accident means a sudden event which occurs during travel, is caused by an external factor when insurance is in force, and results in a bodily injury to an insured person against his or her will.

The following incidents sustained by insured persons are also covered as travel accidents: involuntary drowning, gas poisoning, heatstroke, sunstroke, frost-bite, any poisoning caused by a substance accidentally ingested by an insured person, and injuries caused by a significant pressure variation.

Additionally, the Medical treatment expenses cover for travel accident reimburses for muscle and tendon strains resulting from a sudden motion or from a stressing exertion when the principal cause of such strain is not the insured person's illness, disease or physical defect. Payment of reimbursement is subject to the condition that medical treatment is initiated within 14 days of the insured event in question.

Reimbursement will be paid for up to six weeks from the date when the strain occurs. No reimbursement is payable in respect of medical treatment expenses of any physiotherapy, MRI or surgical intervention for a strain caused by a sudden motion or a stressing exertion.

Medical treatment expenses of travel accidents can be covered for up to three years from the accident in question.

6.4 Exclusions to travel accidents

This insurance does not cover any:

- injury or death from an insured person's illness, disease or physical defect or from any insured event that they cause;
- injury or death sustained in connection with any surgery, care measure or some other medical procedure, unless performed to treat an injury covered by this insurance;
- poisoning by an ingested substance or any pharmaceutical substance, alcohol or some other drugs consumed by the insured person in question;
- rupture of the Achilles tendon; rotator cuff tear; long head of biceps rupture; recurrent joint dislocations; and hernia of the intervertebral disk, abdominal hernia and hernia in the inguinal region, unless the injury is caused from an accident wherein even healthy tissue would be damaged;
- injury caused by occlusion to a tooth, the temporomandibular joints or dentures, even where an external factor contributes to such injury;
- oral or dental disease or temporomandibular joint disorder, any deterioration in the teeth or in the periodontium caused by such diseases or disorders, or an occlusion issue, even where they are asymptomatic before the insured event in question;
- illness, disease, injury, defect or musculoskeletal degeneration that is independent of a travel accident, even where it is asymptomatic before the accident in question;
- costs from any mental consequences of an accident;
- communicable disease, illness, disease or death from a bite or sting by a tick, an insect, or similar;
- insured person's suicide or attempted suicide;
- injuries caused through assault or deliberately by another person, unless the matter is reported to the police and unless the police investigation or court proceedings prove that the insured person in question is innocent and unless the insured person brings criminal proceedings against a known opposing party in respect of his or her act.

6.5 Other perils insured

6.5.1 Sudden aggravation of pre-existing illness

Reimbursement is also available for medical treatment expenses incurred from sudden and unforeseeable aggravation, or changes in the condition, of a pre-existing illness, disease or injury. The sudden nature of aggravation is assessed on medical grounds. In these cases, this insurance only covers acute emergency

treatment administered at the travel destination, however for up to a maximum of 10 days from the start of medical treatment. The other costs indicated in the insurance terms and conditions, such as repatriation costs, will not be covered. Aggravation of an illness, disease or injury for which medical examinations or procedures are ongoing when embarking on travel is not treated as sudden.

6.5.2 Death during travel

If an insured person dies during travel when insurance is in force, this insurance provides reimbursement, on the basis of an original invoice or receipt, for the reasonable cost of repatriating the deceased or for the reasonable and necessary funeral expenses arising outside Finland from burying the deceased.

7 Medical treatment expenses cover for traveller

7.1 Expenses covered under Medical treatment expenses cover for traveller

This insurance provides reimbursement, on the basis of an original invoice or receipt, for the reasonable expenses of medically treating a covered insured event that an insured person sustains.

LocalTapiola may require that the insured person concerned be transported at the insurer's expense to Finland for medical treatment or transferred to some other hospital or clinic if the treatment were rendered significantly more costly as compared with equivalent treatment administered in Finland. In the event that the insured person does not consent to being transferred, this insurance covers only that proportion of the medical treatment expenses which reflects the costs incurred at the other hospital/clinic or which reflects transfer to Finland and treatment in Finland.

7.1.1 Medical treatment expenses

Covered medical treatment expenses include the following:

- reasonable cost of medical examinations, treatments and procedures when administered by a doctor, dentist or some other health care professional;
- medication dispensed by a pharmacist under licence granted by the relevant authority;
- daily hospital charges;
- reasonable cost of physiotherapy prescribed by a doctor and necessary to treat an accidental travel injury, for up to five treatment sessions per accident.

7.1.2 Travel expenses

Covered medical treatment expenses include the following:

- necessary and reasonable travel expenses at the travel destination that refer to medical examinations, treatments or procedures administered by a doctor, dentist or some other health care professional. In the case of travel by private car or rental car, reimbursement is determined according to the kilometric allowance applied by the Social Insurance Institution of Finland (Kela).

7.1.3 Emergency transportation

Covered medical treatment expenses include the following:

- reasonable expenses of emergency transportation to the home country approved in advance by LocalTapiola and the costs of an escorting person who on medical grounds is absolutely necessary during the journey. Emergency transportation is covered when, due to the nature of an insured person's serious travel illness or travel accident, he or she has received medical treatment at the travel destination and when that insured person's compelling treatment requirements provide medical justification for repatriation.

7.1.4 Cosmetic and plastic surgery treatment

Covered medical treatment expenses include the following:

- costs of cosmetic or plastic surgery treatment approved in advance by LocalTapiola and necessary to treat an accidental travel injury.

7.1.5 Other covered costs

Covered medical treatment expenses include the following:

- dressings and wound dressings;
- expenses of emergency medical treatment at the travel destination arising from a sudden and unforeseeable abnormal change in normal pregnancy which occurs before week 29 of pregnancy and which requires immediate medical treatment. These medical treatment expenses are covered at the travel destination for up to 10 days from the start of medical treatment. No other costs are accepted;
- necessary cost of telephone calls made to LocalTapiola during international travel and relating to a travel accident or travel illness, up to €100.

7.1.6 Medical aids, spectacles, hearing aids

Covered medical treatment expenses include the following:

- rental cost of temporary medical aids necessary for walking for up to two months from surgery, from the start of casting or from the start of treatment comparable to casting;
- the first orthopaedic bandage or support prescribed due to an accidental travel injury. The bandage or support must be absolutely necessary considering the medical treatment of the injury in question;
- the first spectacles prescribed due to an accidental travel injury that impairs vision;
- repair cost of spectacles, hearing aid, dentures and hard hat in use by an insured person and damaged in a travel accident for which medical treatment was necessary, or the replacement cost of the same. The repairs must be made or the replacement carried out within two months of the accident in question. Up to €500 per accident can be paid in reimbursement.

7.1.7 Dental injuries

Covered medical treatment expenses include the following:

- in respect of medical treatment expenses of a dental injury caused by a travel accident, the necessary cost of treatment or examination administered or ordered by a dentist.

In respect of medical treatment provided outside Finland, this insurance covers the following medical treatment expenses of accidents:

- necessary emergency treatment provided at the travel destination and the medical treatment costs arising from that treatment. Emergency treatment means treatments such as initiation of root canal treatment and the filling or extraction of a tooth;
- follow-up treatment, when the administration of treatment outside Finland is deemed medically absolutely necessary.

7.1.8 Sudden toothache, and occlusion-induced dental injury

Covered medical treatment expenses of accidents include:

- medical treatment expenses from an occlusion-induced crack caused to a tooth or to dentures, or from an occlusion-induced injury caused to the temporomandibular joints, during international travel;
- medical treatment expenses from the necessary emergency treatment of a sudden toothache that starts during international travel.

Medical treatment expenses and related travel expenses are covered up to a maximum total of €120. Reimbursement is subject to the condition that the sudden toothache arises, or the occlusion-induced dental injury is caused, during travel and that the treatment is administered during travel or within seven days of the end of travel in Finland.

Emergency treatment of a dental injury and of sudden toothache means treatments such as opening of an abscess, initiation of root canal treatment and the filling or extraction of a tooth.

7.2 Exclusions to Medical treatment expenses cover for traveller

7.2.1 Medical treatment expenses

Covered medical treatment expenses do not include the following:

- emollient creams, nutrient preparations, vitamins, trace elements, minerals, natural drugs, natural products or homeopathic or anthroposophic preparations or comparable products or any medical treatment expenses arising from the administration of these goods, even where the preparations are prescribed by a doctor;
- vitamin or trace element examinations or any other comparable examinations, even where ordered by a doctor;

- alternative examination and treatment solutions not generally approved under the medical treatment principles;
- costs of a medication or medical treatment which primarily improves the quality of life and is used, for example, to alleviate the adverse effects of balding or other physiological changes.

7.2.2 Other treatments

Covered medical treatment expenses do not include the following:

- examinations performed or treatments administered by a physiotherapist, foot therapist, chiropractor, osteopath, naprapath, massage therapist or some other health care professional comparable to them, with the exception of the expenses covered under the Medical treatment expenses cover for traveller;
- costs of speech therapy, psychotherapy, nutritional therapy, occupational therapy or neuropsychological rehabilitation, or costs of any comparable therapy, treatment or rehabilitation;
- costs of spending time at a spa or at a natural health or similar institution;
- costs of residence or stay at a service facility or at a facility producing rehabilitation services, even where the unit's activities consist of healthcare services;
- costs from rehabilitation care administered in public health care.

7.2.3 Oral and dental care

Covered medical treatment expenses do not include the following:

- treatment or examination of dental diseases, teeth or the masticatory system;
- examination or treatment of teeth or the masticatory system, even where this would be necessary due to some other illness or disease;
- treatment of tooth diseases or diseases of the masticatory system, even where it causes symptoms elsewhere than in the dentition.

However, covered medical treatment expenses include the expenses mentioned in Sections 7.1.7 and 7.1.8.

7.2.4 Intoxicants and addictions

Covered medical treatment expenses do not include the following:

- expenses of medical examination and treatment of addictions, diseases or illnesses caused by the consumption of drugs, alcohol, pharmaceutical substances, nicotine or some other substance;
- expenses of medical examination or treatment of some other addiction, such as gaming addiction or social media addiction.

7.2.5 Pregnancy

Covered medical treatment expenses do not include the following:

- expenses of contraception, abortion, or infertility examinations and treatments, or any expenses of related complications;

- expenses of pregnancy, childbirth or miscarriage or any related complications. However, covered medical treatment expenses include expenses of emergency medical treatment at the travel destination arising from a sudden and unforeseeable abnormal change in normal pregnancy which occurs before week 29 of pregnancy and which requires immediate medical treatment. These medical treatment expenses are covered at the travel destination for up to 10 days from the start of medical treatment.

7.2.6 Other exclusions

Covered medical treatment expenses do not include the following:

- acquisition costs of personal assistive devices, such as dentures, hearing aids, spectacles or contact lenses, lost in the context of a travel accident;
- prostheses, medical equipment or other assistive devices, except for the first orthopaedic bandage or support mentioned under the covered medical treatment expenses and prescribed due to an accidental travel injury;
- indirect costs, including loss of earnings, cost of meals or interpretation, clothing, equipment, home maintenance costs;
- cost of transporting a vehicle or an animal, or an escorting person's travel and accommodation expenses;
- other costs not listed under the covered medical treatment expenses.

8 Travel cancellation cover

8.1 Covered instances of travel cancellation

Travel cancellation means a situation where embarkment on travel from Finland becomes impossible.

Travel cancellation is covered by this insurance if it is due to:

- a sudden and unforeseeable illness, a serious accident or death sustained by an insured person or by an insured person's next of kin, which for an overriding reason renders it impossible to embark on travel (for a definition of 'next of kin', see Section 2.2);
- sudden and unforeseeable aggravation of an illness or disease which pre-exists before travel is booked which for an overriding reason renders it impossible to embark on travel. Aggravation of an illness or disease for which medical examinations or treatments are ongoing at the time when travel is booked is not considered unforeseeable;
- unforeseeable and significant material loss in relation to any of the insured person's property located in Finland.

Travel cancellation is covered by this insurance if any of the above factors for an overriding reason renders it impossible for an insured person to embark on travel.

For illnesses, diseases and accidents, their overriding nature is assessed on medical grounds. With regard to property damage, damage is of an overriding nature if it requires the insured person's presence at the scene of the damage in order to limit that damage.

Illnesses and accidents suffered by a next of kin are of an overriding nature if:

- the ill or injured next of kin is a family member who lives in the same household and would embark on the trip;
- it is absolutely necessary for the person embarking on the trip to stay with the ill or injured person to care for him or her;
- the ill or injured person is in a life-threatening condition.

8.2 Exclusions

In the event that circumstances unrelated to a covered insured event essentially contribute to cancellation of travel or to any costs, this insurance pays reimbursement only insofar as the insured event and the costs must be deemed to arise solely from a covered reason set out in the insurance terms and conditions.

Once a reason giving rise to travel cancellation materialises, the travel or other service must be immediately cancelled with the tour operator or service provider. In the event that the travel is not cancelled, this cancellation cover only reimburses for the proportion of the insured person's expenses for which that insured person would have remained liable under the law or the tour operator's or some other service provider's terms and conditions had the travel been cancelled.

This Travel cancellation cover does not provide any reimbursement for cancelled travel if:

- the cover was taken out and paid later than three days before the commencement of travel;
- the reason for cancellation materialises before the cover commences, is taken out or is paid or before the travel is booked;
- the travel is cancelled due to the insured person's anxiety of contracting a disease or some other anxiety; or
- the sudden illness or aggravation of an illness or disease giving rise to cancellation is caused by abuse of a pharmaceutical substance or by consumption of alcohol or drugs.

8.3 Reimbursement under Travel cancellation cover

In respect of cancellation, this Travel cancellation cover reimburses for the proportion of the price paid in advance for the trip which the tour operator or some other service provider is not liable to return under the law, the travel terms and conditions or that tour operator's or service provider's other terms and conditions. €5,000 is the maximum reimbursement payable per trip and per insured person.

In the event that the original travel is cancelled for a covered reason shown in this section, Travel cancellation cover can alternatively reimburse for the cost of rescheduling that travel. The reimbursement paid for any rescheduling of travel cannot be higher than the reimbursement to which the insured person would be entitled if the travel were to be fully cancelled.

The following are not eligible for any reimbursement of expenses:

- lost flight points, accommodation points or other equivalent points or refunds in EUR;
- lost award flights.

9 Travel interruption cover

9.1 Covered instances of travel interruption

Travel interruption means that travel that commences in Finland is affected for any of the following, overriding reasons:

- insured person's serious travel illness or travel accident for which medical treatment expenses are covered by traveller's insurance;
- sudden and unforeseeable serious travel illness, travel accident or death of a next of kin set out in Section 2.2 of the insurance terms and conditions who travels with the insured person;
- sudden and unforeseeable serious illness, disease, accident or death of a next of kin set out in Section 2.2 of the insurance terms and conditions who does not travel with the insured person;
- unforeseeable and significant material loss in respect of any of the insured person's property located in Finland. With regard to property damage, damage is of an overriding nature if it requires the insured person's presence at the scene of the damage in order to limit that damage.

The reason giving rise to interruption must materialise after the commencement of travel. Travel interruption is covered by this insurance if any of the above factors for an overriding reason causes interruption of travel. For accidents and illnesses, their overriding nature is assessed on medical grounds.

Early return from travel following an insured person's travel illness or accident is covered by this insurance only if, due to the nature of that insured person's travel illness or accident, he or she has received medical treatment at the travel destination and the insured person's treatment requirements provide medical justification for repatriation and LocalTapiola accepts the early return home from travel. Where a longer than planned stay at the travel destination is covered by this insurance, repatriation must take place immediately when there is no longer an overriding medical reason to stay at the travel destination.

9.2 Reimbursement under Travel interruption cover

The following costs and events are eligible for reimbursement:

- necessary additional cost of travel and accommodation arising from an insured person's return to the place where he or she is domiciled, or from continuing travel in accordance with the original travel plan;
- reasonable cost of travel approved by LocalTapiola of a new outward journey to the travel destination if this is necessary during the validity of insurance for reasons of continuing any studies or employment;

- services, trips and similar at the destination remaining unused during travel and paid in advance by an insured person, excluding any unused accommodation and flights. Reimbursement for the above services is capped at €1,000 per insured person. Reimbursement is payable only insofar as the insured person receives no refund from the relevant tour operator or service provider;
- additional cost of travel and accommodation to which a guardian travelling with an insured person is exposed if the insured person is under the age of 18 years and if travel is interrupted on account of that insured person's serious travel illness or travel accident;
- in respect of one next of kin, direct cost of travel and accommodation approved by LocalTapiola in advance from an outward and a return journey to visit the insured person, or the additional cost of travel and accommodation in respect of one person travelling with an insured person if that insured person is in a life-threatening condition and cannot be repatriated. This additional cost of accommodation is reimbursed only in respect of the time period when an insured person is in a life-threatening condition, however for up to a maximum of 2 weeks. Whether an insured person is in a life-threatening condition is assessed on medical grounds;
- lost travel days if an insured person's travel is interrupted on account of that insured person's early return from travel or due to the insured person's uninterrupted hospitalisation of more than one day. €50 is the reimbursement paid for every travel day lost by an insured person, however for up to a maximum of 45 days. The maximum amount of this reimbursement is capped at the price paid for the travel before travel. Additionally, reimbursement for lost travel days will also be paid to a guardian travelling with an insured person if the person hospitalised is under the age of 18 years.

Lost travel days are calculated from the moment when travel commences as full 24-hour periods as of the moment when hospitalisation begins or travel is interrupted up to the point in time when hospitalisation ends or not longer than up to the moment when travel was scheduled to end. If the last full period of time calculated as set out above exceeds 12 hours, this will also be counted as one day.

Indirect costs, such as loss of earnings, cost of meals or interpretation, clothing, equipment or any escorting person's cost of travel and accommodation, are not eligible for reimbursement. Neither does this insurance cover any costs of repatriating a vehicle.

10 Missed departure cover

10.1 Covered instances of missed departure

Missed departure means that an insured person misses a flight, ship, rail or bus connection at the place where this connection begins on either the outward or the return journey booked in advance in accordance with that insured person's original travel plan.

A missed departure is covered by this insurance when a public means of transport or motor vehicle in which an insured person intended to travel or was travelling to the foregoing place, is late on account of a natural disaster, bad weather, technical malfunction, criminal act, traffic accident or any action taken by a public authority.

A missed departure is covered by this insurance only if the insured person commits sufficient time to make it in time to the place where the connection begins, with due consideration of the conditions prevailing before the commencement of travel and of the regulations issued by the relevant tour operators, carrier, airport or public authority.

10.2 Reimbursement under Missed departure cover

Following a missed departure, this insurance covers the necessary additional cost of travel and accommodation arising from continuing travel with some other equivalent transport link to the original destination or back to Finland to the place where travel ends in accordance with the insured person's original travel plan. €2,000 is the maximum reimbursement payable for a missed departure per trip and per insured person.

If, during international travel, an insured person for a covered reason threatens to miss a connection, this Missed departure cover reimburses for reasonable expenses of travel to avoid missing that connection in a manner allowing the insured person to continue travel that has commenced using the original connection. If the carrier arranges replacement transportation in sufficient time to make the connection, in this instance the cost of the transport arranged personally by the insured person is not eligible for reimbursement. In the event that travel expenses were reimbursed in order to avoid missing a departure, that reimbursement will be deducted from the sum insured (€2,000) laid down for the reimbursement payable for a missed departure arising through the same reason.

If an insured person is unable to continue their travel at all due to a covered missed departure, a benefit for lost travel days calculated as set out in Section 9.2 is paid in reimbursement.

Any payment refund or reimbursement which an insured person is entitled to receive from the relevant carrier or tour operator is deducted from the reimbursements payable for a missed departure.

This insurance does not cover any indirect costs, such as loss of earnings, telephone costs, cost of meals or interpretation, clothing, or any necessities.

In the event that circumstances unrelated to a covered insured event essentially contribute to a missed departure or to any costs, this insurance pays reimbursement only insofar as the insured event and the costs must be deemed to arise solely from a covered reason shown in the insurance terms and conditions.

11 Accidental permanent disability

11.1 Definition of permanent disability

Permanent disability means a medically assessed permanent disability of a general character caused through a travel accident to an insured person. When determining the level of permanent disability, the only factors considered are the nature of the accidental travel injury and the functional limitation which it causes, not the injured party's individual circumstances such as profession or hobbies. When determining the level of permanent disability, no account is taken of the insured person's defects, diseases or illnesses that are not due to the covered accident in question.

The level of permanent disability is determined based on the Government decree on the classification of disabilities, issued under the Workers' Compensation Act, in force at the moment of injury. In the disability classification, injuries are divided by their severity into disability categories 1–20. Disability category one represents a medical disability of five per cent, and each following category denotes a disability which is five per cent higher. Disability category 20 denotes a full 100 per cent disability.

11.2 Compensation for permanent disability

Compensation for permanent disability will be paid once the disability in question has become permanent, however no sooner than one year from the date of accident. No compensation is payable for any permanent disability which becomes apparent three years after the date of accident or later. The compensation payable equals the proportion of the sum insured in force when the accident occurs which reflects the relevant permanent disability category.

If, due to any aggravation of the injury in question, the disability category is affected before three years elapse from the date when it was possible to determine that the injury is permanent, a sum equalling the difference between the disability categories will be paid in additional compensation. Later, the amount of compensation will not be adjusted due to any aggravation of the injury.

With regard to all compensation paid for accidental permanent disabilities, the insured person is the recipient of compensation.

12 Accidental death

A right to this benefit arises when an insured person dies during the validity of insurance following a covered travel accident. For death from a travel accident, the beneficiaries are paid the sum insured in force at the moment of accident occurs if a covered accident is the direct cause of death. Death is not considered accidental if caused by any illness or disease that develops as a consequence of the medical treatment of the accident in question or by some other factor that is independent of the accidental injury, or if a factor, illness or disease that is unrelated to the accident in question materially contributes to death.

No death benefit is payable if the insured person dies after three years have elapsed from the covered accident in question.

Luggage insurance

13 Subject matters of luggage insurance, and exclusions

13.1 Insured property, and maximum reimbursement

The subject matters of this insurance consist of the property that an insured person takes with them on their travel and any property acquired during travel that is comparable to household goods, as well as passports and travel tickets.

For any one trip, luggage is, in aggregate, insured up to the maximum reimbursement shown in the insurance policy. This maximum reimbursement also includes all luggage kept in a motor vehicle, in a caravan or some other trailer, or in a boat or a tent.

Money and payment instruments are included in luggage up to €500.

Cosmetics and products comparable to cosmetics are insured up to a maximum of €200.

13.2 Exclusions to luggage insurance

The following items are not insured under luggage insurance:

- motor vehicles, motorised means of transport, watercraft or any parts or equipment thereof, or any trailers, work machinery or devices that can be attached to them;
- dentures or other personal assistive devices, with the exception of spectacles;
- property rented or borrowed whilst travelling;
- tools used in gainful employment;
- data, files or software included in data carriers;
- merchandise, samples of goods, advertising material, photographs and drawings;
- theses, dissertations, manuscripts or other similar documents;
- property involved in moving house, furniture, or property delivered as separate cargo;
- property the possession or use of which contravenes the legislation in force;
- animals or plants.

13.3 Perils insured

13.3.1 Sudden and unforeseeable property damage

Luggage insurance provides reimbursement for direct property damage caused to luggage through a sudden and unforeseeable insured event (peril) during the validity of insurance.

13.3.2 Delayed luggage

When luggage is placed under the possession of a carrier, transport company or tour operator whilst travelling internationally and the luggage reaches the foreign travel destination at least 4 hours after the insured person, the acquisition costs of necessities are covered by this insurance up to a maximum total of €2,000 per insured event, however in respect of any one trip up to a maximum of the sum insured shown in the insurance policy.

Necessities mean property that is comparable to and acquired or rented to replace delayed property, such as a change of clothes, toiletries, hobby items and travel pushchairs. Necessities are considered to not include items such as laptops, jewellery, watches, optical and electronic devices, and the like.

Reimbursement for these expenses is awarded on production of supporting documents.

This insurance also covers:

- expenses arising from identifying the location of the luggage if the lost luggage was placed under the possession of a carrier, transport company or tour operator;
- additional travel, accommodation and telephone expenses of renewing a passport, visa or travel tickets.

Reimbursement for the above expenses is capped at €500 per covered insured event. This insurance does not cover any cost of meals.

13.3.3 Exclusions

This insurance does not cover any:

- lost luggage, luggage mistakenly left behind, or any loss or damage caused as a consequence of this;
- theft, whenever the scene or time of theft cannot be determined;
- money or other payment instruments stolen from a motor vehicle, from a caravan or some other trailer, or from a boat or a tent;
- intentional malicious damage or theft committed by someone who enters the accommodation by an insured person's permission;
- breakage of sports equipment, sports gear or hobby equipment when used for their intended purpose;
- claims arising from a manufacturing defect or any error in use;
- losses caused by normal weather conditions or ordinary natural phenomena if the luggage is not under the possession of a hotel, carrier, tour operator or similar when the loss occurs;
- claims arising from any action taken by a public authority;
- losses covered under an act, a warranty or some other contract;
- losses caused by a pet or a domestic animal through biting, scratching, tearing, urinating, defecating, vomiting or staining. Neither does this insurance cover any losses caused by insects, birds, lagomorphs or rodents;
- claims involving mobile telephones and tablets if it is not possible to deliver the device or the device's IMEI code to the insurer for the purpose of shutting down the device.

13.3.4 Calculating amount of loss

The purpose of this insurance is to compensate for actual losses, which is why the age of used property affects how the amount of loss is assessed.

If damaged luggage can be repaired, the amount of loss equals the repair costs shown in the repair invoice, however up to a maximum of the current value of the luggage and subject to the applicable age reductions.

For mobile phones, mobile devices, computers and peripherals, and smartwatches, an age reduction of 25% applies. The applicable age reduction is calculated by multiplying the percentage by the number of the years that have started after the year in which the property was first used. The year in which a loss occurs is also subject to an age reduction.

For all other luggage, the amount of loss is calculated by applying the following calculation rules:

- When calculating the amount of loss, an annual 10% age reduction is deducted from the replacement value of the property starting from the second year of use. In the first year of use, the acquisition cost of a new equivalent item is reimbursed in full. The next calendar year the reimbursement equals 90%, and in the following years it is 80%, 70%, 60%, 50%, 40%, 30%, 20%, 10% and 0%. The year when the loss occurs is not subject to an age reduction.
- Calculation of the fair value of valuables and music instruments takes account of the impact that the item's age, use, decreased usability or another equivalent factor has on the item's value.

In place of cash compensation, the insurer has the right to have the item repaired or to replace it with an equivalent item.

When calculating the amount of loss, account is taken of the applicable legal statutes on taxation, such as those governing the value added tax.

Replacement value of luggage

Replacement value of luggage means the amount of money needed to obtain new identical property or property with the closest equivalent features of usage.

Fair value of luggage

Fair value of luggage means the cash price generally obtainable for the property in the market situation on the day when loss occurs. Factors such as the item's age, period of utilisation, condition and usability are considered when calculating fair value.

13.4 Deductible

For every insured event, insured persons are liable for the deductible shown in their insurance policy.

The costs arising from acquiring any necessities or from identifying the location of the luggage are not subject to a deductible.

13.5 Safety regulations

When complying with the regulations below, losses can be avoided or, if losses have already occurred, they can at least be limited. You should abide by these regulations for, in the event of non-compliance with or intentional breach of the regulations, we may reduce the reimbursement payable or, where there is considerable neglect, we may refuse reimbursement altogether.

13.5.1 Protecting luggage against damage

1. All liquids must be kept away from computers, mobile phones, portable players and equivalent electronic devices so that liquids will not damage them.
2. All property transported must be packed with care and in such a way that it will withstand the normal strain caused by the weather and transport. Easily breakable items, such as cameras, computers and glassware, must be transported in carry-on luggage whenever travelling by regular means of transport.
3. As well as smelly and corrosive substances, liquids must be packed in a manner that provides adequate protection against them not damaging any other items of luggage should they leak or if their packaging gets broken.
4. Computers, mobile phones and all equivalent electronic devices you take with you must be so protected that they will not get wet, chafed or otherwise damaged.

13.5.2 Prevention of losses from criminal offences

1. Debit or credit cards and their PIN codes must never be kept in close proximity to one another, such as in the same purse, wallet or drawer. In the event that a debit or a credit card comes into the possession of a third party, it must be deactivated immediately. Whenever using a card, the PIN code must be so protected that others cannot see it.
2. All luggage you have with you must be controlled against theft. Control means that a visual line of sight to the property should be so maintained as to allow the insured person or someone on his or her behalf to address the situation if any unauthorised parties touch the property.
3. Jewellery, money or other items susceptible to theft must never be left inside a hotel room or in any equivalent accommodation unless kept in a lockable space, such as in a suitcase or in a safety deposit box.
4. All money and property susceptible to theft, meaning jewellery, optical and electronic devices as well as all comparable items, must be transported in carry-on luggage whenever travelling by regular means of transport.
5. The windows, doors and other means of access to all locations where luggage is stored must be so closed that they are protected against theft and break-in and so locked that no access can be gained to these locations without damaging the structures or locks or without using violence.
6. If any property susceptible to theft, such as optical and electronic devices or valuables, is kept in a parked car, in a caravan or some other trailer, or in a boat, the doors and the storage spaces must be locked and, additionally, the property must be covered or otherwise hidden. Property susceptible to theft must never be stored in a tent without constant control.
7. Where any property is stored in common areas or outdoors, the property must be locked.

14 Travel liability insurance

14.1 Purpose and validity of insurance

Liability insurance provides reimbursement, in accordance with these terms and conditions and the General terms and conditions, for bodily injuries and property damage covered by this insurance and caused to third parties and for which an insured person is held legally liable for compensation. Based on liability insurance, the insurer will investigate the merit and the quantum of the claims presented to an insured person and will take care of litigation, if legal proceedings are initiated to settle the claim.

The period for which insurance is in force and the territorial limits of insurance cover are shown in the insurance policy.

For the concept of travel, see Section 4.2.

14.2 Insured persons

The policyholder and anyone actually living in the same household with the policyholder on a permanent basis are the insured persons. The address recorded in the population information system is treated as an insured person's permanent residence.

Additionally, this insurance also provides insurance cover for the insured person's underage children who do not live at the insured address on a permanent basis whenever these children are travelling with that insured person.

14.3 Perils insured and related exclusions

14.3.1 What is covered by liability insurance?

This insurance covers bodily injuries and property damage caused to third parties during travel in a private capacity when caused during the validity of insurance and when the insured person concerned is held legally liable for compensation for that injury or damage.

14.3.2 Losses caused by child

This insurance covers losses caused by an insured person who is a child regardless of whether that child due to his or her age can be held liable for compensation, while respecting the exclusion concerning intent and gross negligence laid down in Section 14.4.10.

However, this insurance does not cover losses for which someone else is held liable for compensation or losses caused to anyone who when loss occurs was responsible for minding the child concerned.

14.3.3 Losses caused by dog

Regardless of any fault by an insured person, this insurance covers bodily injuries caused by a dog owned by an insured person as well as the losses caused by a dog in a direct collision with a motor vehicle.

However, this insurance does not cover any losses for which a dog's minder or some other party other than an insured person is held liable for compensation, and neither does it cover any losses caused to a dog's minder or anyone living in a household with that minder.

14.3.4 Losses caused to accommodation during travel

This insurance covers an insured person's compensation liability arising out of damage inflicted suddenly on the structures of an apartment or building that the insured person uses as accommodation during travel.

However, this insurance does not cover any losses or damage caused:

- to the fixtures or surface coverings of any accommodation that an insured person uses during travel;
- due to poor maintenance or wear and tear of an apartment, or for some other reason that is not sudden.

14.4 Perils excluded

14.4.1 Loss inflicted on self or employee

This insurance does not cover any losses inflicted on:

- an insured person himself or herself;
- an additional insured person;
- a legal person of whose controlling interest the insured persons enjoy more than one half in total;
- an insured party's employee or an equivalent person insofar as that person is entitled to indemnity for the loss suffered under statutory workers' compensation insurance or motor liability insurance.

14.4.2 Contractual liability

This insurance does not cover any losses insofar as compensation liability is contractual or based on a warranty or some other commitment if this compensation liability did not exist without such a commitment.

14.4.3 Known risk of damage

This insurance does not provide reimbursement if the insured person concerned, when insurance cover became effective, was or should have been aware of the error, defectiveness or some other factor that gives rise to compensation liability.

14.4.4 Property in use by, handled by or in care of insured person

This insurance does not cover any losses in respect of property which is in the possession of or on loan to an insured person when the act or negligence causing the loss occurs.

This insurance does not cover any losses inflicted on property which, when the act or negligence causing the loss occurs, is:

- under manufacture, installation or repair or otherwise being handled by an insured person or some other person acting on an insured person's behalf;
- being stored by an insured person or some other person acting on an insured person's behalf;
- subject to a protection obligation or a damage prevention obligation of an insured person or some other person acting on an insured person's behalf, considering the nature of and anything directly affected by the insured activity or the act causing the loss;
- otherwise in the care of an insured person or some other person acting on an insured person's behalf.

14.4.5 Ownership and possession of real estate or owner-occupied apartment

This insurance does not cover losses caused through

- ownership,
- possession, or
- maintenance

of any real estate or owner-occupied apartment other than an insured person's permanent residence, or other than an insured person's holiday home or real estate located in Finland which is in that insured person's personal use.

14.4.6 Traffic accidents, and watercraft and aircraft

This insurance does not cover any losses caused:

- through the use of a motor vehicle or a motor-driven device in traffic. Use in traffic is defined in the Motor Liability Insurance Act or in a corresponding foreign act;
- through the use of a boat, vessel or some other motorised watercraft subject to registration;
- through the use of aircraft for aviation when an insured person is held liable for compensation as the aircraft owner, holder or operator, as someone carrying out a duty aboard the aircraft, or as the employer of any of these persons.

14.4.7 Groundwater, and quarrying, piling and blasting work

This insurance does not cover any losses caused through:

- changes in the level of groundwater;
- quarrying, piling or blasting work performed using outside labour or to a third party, or through any ground depression or ground movement resulting from the same.

14.4.8 Environmental damage, and losses from moisture and flooding

This insurance does not cover any losses caused through:

- contamination to or some other effect on soil, buildings, water abstraction facilities, lakes or other bodies of water, or groundwater;
- noise, vibration, radiation, heat, smell, light or some other equivalent interference;
- smoke, soot, dust, steam, gas or contamination of air;
- moisture;
- flooding caused by rainwater or melt water.

However, this insurance provides protection against sudden losses resulting from an insured person's random or single error or neglect or from any failure or defect caused suddenly and unforeseeably to a building, facility or equipment for any reason that is based on the insured person's compensation liability. It is further necessary that loss that arises for a reason satisfying the above conditions occurs suddenly, unforeseeably and quickly and is not based on any slow, gradual impact or continuing activity or neglect or events recurring in some other manner.

14.4.9 Gainful activity, trade or business

This insurance does not cover any losses:

- which an insured person causes in employed work, in any independent, self-employed profession, trade, business or gainful activity, or in on-the-job training;
- caused to property that is related to an insured person's gainful activity or on-the-job training.

14.4.10 Intent or gross negligence

This insurance does not cover any losses that an insured person causes with intent. However, losses caused with intent by an insured person who is under the age of 12 years are covered by this insurance.

Compensation may be reduced or it may be denied altogether if an insured person causes loss:

- through gross negligence;
- while under the influence of alcohol or drugs such that this factor materially contributes to the loss or to the amount of loss.

14.4.11 Fight, assault or some other criminal offence, or fine

This insurance does not cover any:

- losses caused in the context of a fight, an assault or some other criminal offence;
- fines or other similar sanctions.

14.4.12 Other liability insurance policies

This insurance does not cover any losses insofar as they are covered by the insured person's any other liability insurance policy.

14.5 Settlement of claims

14.5.1 Insurer's obligations

Once a claim covered by this insurance and exceeding the applicable deductible is reported to the insurer, it will determine whether or not the insured person concerned is liable for compensation and will negotiate with the claimant.

When the insurer is prepared to enter into an agreement with the injured party on the payment under this insurance of compensation which is not to exceed the maximum compensation set, it will notify the insured person concerned of this. If the insured person will not accept the agreement, the insurer is not liable to pay any more compensation. Neither is the insurer under an obligation to cover any costs that are incurred after this notification nor to investigate the case any further.

14.5.2 Insured person's obligations

Insured persons must strive to ensure that the insurer is afforded an opportunity to assess the amount of loss and to settle cases amicably. If an insured person pays any compensation out of pocket, settles a claim personally or accepts a compensation claim, this will be binding on the insurer only if it is apparent that the compensation amount and criteria are correct.

Insured persons are liable:

- at their own cost to contribute towards the settlement of their claim (see General terms and conditions, Section 10.1);

- to present to the insurer the information and documents in their possession which have a bearing on the settlement of their claim;
- to obtain or prepare the necessary reports and examinations that are available to them at a reasonable cost.

14.6 Liability provisions

14.6.1 Damages

Subject to the exclusions laid down in the insurance policy and in any special conditions, this insurance covers the damages which the insured person concerned is liable to pay. The amount of damages is determined in accordance with the legal practice and provisions governing the awarding of damages.

14.6.2 Expenses from preventing imminent risk of damage

In case of an imminent risk of damage or if damage has already occurred, insured persons are under an obligation to prevent or limit such damage (see General terms and conditions, Section 6.2). This obligation only concerns the measures which are necessary to eliminate an immediate risk of third-party liability damage, but it does not apply to any damage aftercare measures that are more far-reaching than this, unless otherwise agreed on these measures with the insurer. The expenses from these necessary measures are covered by this insurance.

14.6.3 Settlement expenses and legal expenses

This insurance covers the reasonable and necessary expenses arising from claim settlement. However, this insurance does not cover any settlement expenses incurred to an insured person which under the insurance terms and conditions the insured person is liable to pay out of pocket or which have not been specifically agreed with the insurer.

If an issue of damages is taken to court and the claim and the merit of the claim concern any loss covered by this insurance, the insurer will take care of the legal proceedings on the insured person's behalf as well as covering the necessary and reasonable legal expenses arising from this. Unless the insured person notifies the insurer of the legal proceedings in advance, the insurer is under no obligation to cover any costs or expenses arising from such legal proceedings. If the legal proceedings also concern other matters, this insurance only covers the proportion of the expenses of the claim which falls within the scope of this insurance.

Reimbursement for legal expenses is provided in accordance with what is laid down in the Code of Judicial Procedure and in the guidelines on legal expenses set out in the Criminal Procedure Act. When assessing the reasonableness of fees and expenses, account is taken of the value of the benefit at issue, the complexity and scope of the case, and the volume and quality of the work carried out.

14.6.4 Sum insured, deductible, and value added tax

Including all settlement expenses and legal expenses, the maximum total of all reimbursements payable based on a single case of loss equals the sum insured shown in the insurance policy. Multiple losses caused

by the same event or circumstance are treated as one insured event regardless of whether the losses are discovered in the course of one or several insurance periods. In the event that such losses are discovered in the course of different insurance periods, they are deemed to be attributed to the insurance period in which the first case of loss was discovered.

For every insured event, in respect of the amount of loss, insured persons are liable for the deductible shown in the insurance policy.

However, deviating from what is shown in the insurance policy, all claims arising from blocked passage of showering water or bathing water into a floor drain are subject to a deductible of 20 per cent of the amount of loss, however never less than the deductible shown in the insurance policy and never more than €20,000.

The legal provisions governing value added tax are taken into consideration when calculating the amount of loss.

14.6.5 Liability in solidum

Where several persons are held liable in solidum to compensate for the same loss, this insurance only covers that part of the loss which reflects the insured person's contribution and any advantage which he or she may have gained through the insured event. The maximum compensation that this insurance provides is in proportion to the number of the liable parties, unless the reasons shown above give rise to a higher level of compensation.

15 Travel legal expenses insurance

15.1 Purpose of insurance

The purpose of legal expenses insurance is to provide reimbursement, in accordance with these terms and conditions and the General terms and conditions, for insured persons' necessary reasonable legal expenses of legal aid in disputes, criminal cases and non-contentious civil cases in respect of the insured events referred to in Section 15.4.

This insurance concerns insured persons in matters that relate to their private life and occurring during travel and immediately linked to that travel and to travelling.

15.2 Insured persons

The policyholder and anyone actually living in the same household with the policyholder on a permanent basis are the insured persons. The address recorded in the population information system is treated as an insured person's permanent residence.

Additionally, this insurance also provides insurance cover for the insured person's underage children who do not live at the insured address on a permanent basis whenever these children are travelling with that insured person.

15.3 Validity and courts

This insurance is valid throughout the world in travel which commences in Finland during the validity of insurance. Insured persons can avail of this insurance in respect of insured events which can be directly referred to a district court in Finland or to a corresponding foreign court.

The criminal prosecution or contested claim to which the relevant insured event refers must be based on an event, circumstance, legal act or tort which has occurred within the territorial limits, and during the validity, of insurance.

This insurance does not cover any expenses in cases which come before the administrative authorities or special courts or any equivalent courts of the country of destination. Neither does this insurance cover any expenses in cases which come before the European Court of Human Rights, the Court of Justice of the European Union or the European General Court.

15.4 Perils insured

15.4.1 Definition of insured event

The peril insured (insured event) under this insurance in disputes and non-contentious civil cases is:

- the materialisation of a dispute. A dispute materialises when it has been established that a claim, the merit and quantum of which have been set out, is contested as regards the merit or the quantum of that claim.

in criminal cases is:

- opening of the judicial investigation when an insured person is the injured party in the case;
- criminal prosecution or continuing a criminal prosecution against an insured person, when the public prosecutor has decided to discontinue or terminate the criminal prosecution. A criminal prosecution is considered brought when the injured party's summons arrives at the office of the district court. A criminal prosecution is considered continued when the injured party notifies the court in writing of conducting a criminal prosecution after the public prosecutor has terminated the criminal prosecution.

15.4.2 Single insured event

Matters are considered to constitute a single insured event whenever:

- two or more insured persons of this insurance are on the same side in a dispute, criminal case or non-contentious civil case; or
- an insured person has pending several disputes, criminal cases or non-contentious civil cases which are based on the same event, circumstance, legal act or tort; or
- the actions have been joined or they should be joined in the legal proceedings owing to them being essentially due to the same basis or owing to them concerning the same case or a case that belongs to the same context.

15.5 Related exclusions

15.5.1 Earning of income, and ownership

This insurance does not cover any expenses that insured persons incur in cases:

- a) that concern the policyholder's current, prior, future or planned work, professional activities, public office, duty, gainful activity, trade, business, partnership in a commercial enterprise, membership of any administrative organs of such enterprise, or principal or ancillary activity to acquire income, or that concern any of the above activity in which another insured person living in the same household with the policyholder engages;
- b) that concern any investment activity or an individual investment the value of which upon the materialisation of a dispute or at investment exceeds €100,000;
- c) that concern a guarantee, pledge or some other commitment towards any debt taken or commitment made by a third party for that party's gainful activity, trade or business;
- d) that concern any loan granted in respect of a third party's gainful activity, trade or business;
- e) that concern an insured person's permanent home, or a holiday home which an insured person owns and which is in that insured person's personal use. No expenses that an insured person incurs are covered in cases which concern any renting or leasing of real estate, buildings, apartments or sections thereof and in which the insured person is a party in the capacity of lessor;
- f) that concern co-ownership or the dissolution of co-ownership;
- g) that concern any transactions for real estate, apartments, boats, motor vehicles or animals.

15.5.2 Criminal cases

This insurance does not cover any expenses that insured persons incur in cases:

- a) that concern a criminal prosecution or civil claim which the public prosecutor conducts against an insured person and which the injured party presents against the accused insured person pending such criminal prosecution. Where the prosecutor discontinues the criminal prosecution against an insured person under specific rules governing it, the insured person's legal expenses are also not eligible for reimbursement if the injured party brings criminal proceedings against the insured person;
- b) that concern a civil claim presented against an insured person and which claim is based on an act that has given rise to the insured person's criminal conviction, or for which criminal proceedings against him or her were discontinued or for which he or she was exempted from penalties under specific rules governing it;
- c) that concern a civil claim presented by an insured person and which claim is based on an act that has given rise to his or her criminal conviction, or for which criminal proceedings against him or her were discontinued or for which he or she was exempted from penalties under specific rules governing it.

15.5.3 Family matters and inheritance

This insurance does not cover any expenses that insured persons incur in cases:

- a) that concern divorce or the termination of a registered life partnership, or that concern property disputes, finance disputes or other claims relating to divorce, cessation of living together, dissolution of a relationship resembling marriage or termination or ending of a registered or unregistered life partnership;
- b) that concern custody, maintenance or the living arrangements of, or rights of access to, children. Neither does this insurance cover any enforcement relating to these matters;
- c) that concern the appointment or removal of a trustee, curator, executor or administrator.

15.5.4 Financial matters

This insurance does not cover any expenses that insured persons incur in cases:

- a) that concern bankruptcy;
- b) that concern distraint, the contested enforcement referred to in the Enforcement Code, or the enforcement of any distraint;
- c) that concern a proceeding pursuant to the laws adopted on the restructuring of undertakings or on a private individual's debt adjustment, or that concern a farmer's voluntary debt adjustment under the Rural Business Act.

15.5.5 Other exclusions

This insurance does not cover any expenses that insured persons incur in cases:

- a) where the contestation of a claim cannot be proved;
- b) that are insignificant to the insured person affected;
- c) that are between any of the insured persons of this insurance;
- d) that relate to a claim that was transferred to an insured person;
- e) that relate to a restraining order;
- f) where it is contested whether the expenses arising from an insured event which an insured person reports are eligible for reimbursement under this legal expenses insurance either in full or in part;
- g) the costs of which are reimbursed to an insured person under liability insurance, or under legal expenses insurance that is linked to a motor vehicle insurance or a boat insurance policy;
- h) that are tried as a collective action or as a collective complaint.

15.6 What to do after an insured event

15.6.1 Loss report

If an insured person wishes to take advantage of this insurance, they must inform the insurer of this in advance before any legal expenses are incurred. After being informed of this, the insurer sends the insured person a claim settlement decision.

15.6.2 Appointing an attorney

Insured persons must appoint as their attorney an attorney-at-law or a lawyer who may legally serve as an attorney or legal counsel in the country of the trial to be held within the territorial limits of insurance.

No insurance reimbursement is payable if an insured person does not appoint an attorney at all or appoints an attorney other than an attorney described above.

15.6.3 Cost claim to opposing party

In cases which progress to a main hearing at a district court or at a corresponding foreign court, and in cases tried in arbitration, the insured person concerned must demand the opposing party to cover his or her legal expenses in full. If the insured person, without a valid reason, fails to submit a cost claim or gratuitously withdraws it or will not appeal a ruling on legal expenses issued by a court, reimbursement may be reduced or it may be denied altogether under the Insurance Contracts Act.

However, in the mediation proceedings (judicial mediation) referred to in the Act on mediation in civil matters and confirmation of settlements in general courts, it is not necessary to demand reimbursement in respect of the expenses incurred to the insured person by the mediation proceedings.

15.6.4 Approval of expenses

Insured persons do not have the right to approve, in a manner that would be binding on the insurer, the amount of the expenses of pursuing their case. If an insured person pays any of his or her legal expenses out of pocket, the sum paid is not binding on the insurer when assessing whether the expenses are reasonable.

15.7 Liability provisions

15.7.1 Sum insured

The sum insured shown in the insurance policy is the maximum limit of the insurer's liability in respect of every insured event.

15.7.2 Deductible

All covered expenses are subject to the deductible shown in the insurance policy.

15.7.3 Expenses covered by insurance

This insurance covers insured persons' necessary and reasonable legal expenses arising from insured events as follows:

15.7.3.1 In disputes and non-contentious civil cases

The expenses of an attorney and of any presentation of evidence. Where a case is subject to judicial mediation, this insurance also covers the insured person's proportion of the fee and expenses paid to any mediator's assistant calculated in relation to the number of the disputing parties.

If bringing a dispute before a court is conditional on some legal act or on a decision passed by the authorities or a decision passed in any discharge of duties, expenses are covered as of the moment when said condition was fulfilled.

The attorney's fees and expenses, if a dispute referred to under this paragraph is brought before the Consumer Disputes Board, the Insurance Complaints Board or other such body instead of a court.

15.7.3.2 In criminal cases

Insured person as injured party

The legal expenses of an attorney and of any presentation of evidence insofar as the case at issue concerns an insured person's civil claim which arises from a criminal offence and which does not concern legal expenses.

Insured person as defendant

The legal expenses of an attorney and of any presentation of evidence, if the case concerns a criminal prosecution which the injured party conducts against an insured person when the public prosecutor has decided to discontinue or terminate the criminal prosecution.

This insurance does not cover any expenses in cases that concern a criminal prosecution which the public prosecutor conducts against an insured person. No reimbursement is payable even where a court later dismisses the charges and exempts the insured person from penalties.

15.7.4 On appeals to the Supreme Court

If an appeal to the Supreme Court or to a corresponding foreign court is subject to leave to appeal, this insurance covers the costs of appeal only if such leave is granted. The costs of any extraordinary appeals are covered only if the Supreme Court accepts the complaint, annuls the judgment or restores the status quo ante.

15.7.5 Collective interest

Where a case concerns an interest materially other than an insured person's own interest, or if an insured person has in the case an interest to safeguard which the insured person shares with persons not covered by this insurance, this insurance only covers the expenses which are deemed to be attributable to that insured person.

15.8 Amount and calculation of indemnity

The legal expenses covered by this insurance are awarded in accordance with the guidance governing legal expenses laid down in the Code of Judicial Procedure and in the Criminal Procedure Act. If, following cognovit by the parties, the court does not rule on any legal expenses in its judgment, or if the case is resolved amicably, the covered expenses are also awarded with reference to the expenses usually awarded or paid in comparable cases.

In respect of the expenses of an attorney, this insurance covers the reasonable fee for the attorney's work as well as the necessary expenses. When determining the reasonableness of the fee and expenses, account is taken of the value of the benefit at issue, the complexity and scope of the case, and the volume and quality of the work carried out.

Expenses are covered up to the costs which the court orders an insured person's opposing party to pay, unless the court expressly holds, by virtue of the reasons set out in its judgment, that the insured person is to bear the costs in part or in full.

However, the maximum amount of covered expenses is not higher than the cost claim presented by the insured person concerned to his or her opposing party.

If the monetary value of the benefit in issue can be determined, covered expenses can total, within the limits of the sum insured shown in the insurance policy, no more than the benefit in issue multiplied by two or, if the matter in dispute concerns a recurring payment, in assessing the amount of covered expenses they are not to exceed the lump-sum benefit in issue multiplied by ten. When assessing the amount of a benefit, any claims for interest expenses and those for legal expenses are ignored.

15.9 Expenses not covered by insurance

This insurance does not cover:

- a) any of the opposing party's legal expenses which an insured person is ordered or agrees to pay. However, the opposing party's legal expenses which an insured person is ordered to pay are reimbursed on the same terms as the insured person's own legal expenses when the insured person's opposing party, in the main, fails to comply with a decision which essentially favours the insured person issued by the Consumer Disputes Board, the Insurance Complaints Board or another equivalent body;
 - b) any expenses arising from the enforcement of a judgment or decision;
 - c) insured persons' waste of time, own work, loss of income or earnings, travel, subsistence expenses, or the additional expenses of replacing an attorney or of any action taken by the insured person that increases the expenses or incurs unnecessary expenses;
 - d) costs of acquiring expert legal opinion;
 - e) costs of reporting a criminal offence to the police, of requesting an investigation, or of any pre-trial investigation of a criminal case;
 - f) costs arising from factors or evidence which a court dismisses on the ground of delay;
 - g) costs incurred by any measures taken prior to the insured event in question or by any preliminary investigation of the case. However, the cost of investigations conducted and evidence gathered prior to the insured event is covered if the investigation is used as evidence;
 - h) costs which an insured person or his or her attorney incurs through not appearing before the court, by failing to comply with orders given by the court or by presenting a submission which they have known or which they should have known to be groundless, or which they have otherwise incurred by prolonging the criminal proceedings intentionally or through negligence;
- i) costs of litigation or appeals which an insured person or his or her attorney initiates without the opposing party having given any reason for this, or if they have otherwise caused an unnecessary trial intentionally or through negligence;
 - j) fee or expenses of an arbitrator or mediator;
 - k) fees or expenses of a trustee, curator, executor or administrator;
 - l) costs of seeking public legal aid.

15.10 Other liability provisions

15.10.1 Time of payment of indemnity

The insurer indemnifies for an insured person's legal expenses after a final ruling by the court, on settlement of the case by a board or once the case has been settled amicably. In the absence of specific reasons to the contrary, the insurer also pays indemnity after each level of court. In addition, the insurer may at its discretion exceptionally pay indemnity in advance upon considerable prolongation of legal action.

The insurer has a right to make the reimbursement after the insured, having been requested by the insurer to do so, has shown that it has paid the attorney the insured's deductible for the costs as well as any amount that may be in excess of the sum insured.

15.10.2 On reimbursing opposing party's expenses

- a) Any reimbursement of expenses that an insured person's opposing party is ordered or which the opposing party undertakes to pay the insured person is to be treated as reducing the insurer's liability, if the reimbursement is successfully collected from the party liable to make the payment.
- b) If the opposing party is ordered or undertakes to pay the insured person any reimbursement of expenses which remains unpaid upon the payment of insurance indemnity, the insured person is liable, before payment of any indemnity, to transfer his or her right to this reimbursement to the insurer up to the amount of the insurance indemnity. For indemnity payment purposes, insured persons must also submit an enforceable judgment. If it has been necessary for an insured person to pay some of his or her expenses out of pocket by reason of the expenses exceeding the maximum indemnity shown in Section 15.7.1, the insured person is liable to transfer to the insurer the proportion of the opposing party's reimbursement of expenses which exceeds the out-of-pocket proportion paid by the insured person.
- c) If the reimbursement of expenses that an insured person's opposing party was ordered or undertakes to pay is paid to the insured person or if the insured person otherwise claims it to his or her benefit, the insured person must return to the insurer this reimbursement of expenses, with interest, up to the amount of the insurance indemnity paid.

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

Insurance is granted by the following mutual insurance companies in LocalTapiola Group (business ID):

LähiTapiola **Etelä** (0139557-7) | LähiTapiola **Etelä-Pohjanmaa** (0178281-7) | LokalTapiola **Sydkusten** -
LähiTapiola **Etelärannikko** (0135987-5) | LähiTapiola **Itä** (2246442-0) | LähiTapiola **Kaakkois-Suomi**
(0225907-5) | LähiTapiola **Kainuu-Koillismaa** (0210339-6) | LähiTapiola **Keski-Suomi** (0208463-1) |
LähiTapiola **Lappi** (0277001-7) | LähiTapiola **Loimi-Häme** (0134859-4) | LähiTapiola **Länsi-Suomi** (0134099-8) |
LähiTapiola **Pirkanmaa** (0205843-3) | LokalTapiola **Österbotten** - LähiTapiola **Pohjanmaa** (0180953-0) |
LähiTapiola **Pohjoinen** (2235550-7) | LähiTapiola **Pääkaupunkiseutu** (2647339-1) | LähiTapiola **Savo**
(1759597-9) | LähiTapiola **Savo-Karjala** (0218612-8) | LähiTapiola **Uusimaa** (0224469-0) |
LähiTapiola **Varsinais-Suomi** (0204067-1) | LähiTapiola **Vellamo** (0282283-3) |
LocalTapiola General Mutual Insurance Company (0211034-2)

The companies' contact details are available at www.lahitapiola.fi.