

Home insurance

Contents

Home insurance.....	2	Private legal expenses insurance	22
1 Insurance and compensation terminology.....	2	1 Purpose of insurance	22
2 Safety regulations.....	3	2 Insureds.....	22
3 Insureds, and validity of insurance.....	6	3 Courts of law and territorial limits.....	22
4 Insured property	6	4 Perils insured.....	22
5 Content of insurance cover	9	5 Exclusions to insured events.....	23
6 Compensating for losses.....	12	6 What to do after an insured event	24
7 Premium and indexation.....	17	7 Indemnification regulations	24
8 Luggage Cover for international travel	17	8 Amount and calculation of compensation.....	24
Private liability insurance.....	18	9 Expenses not covered by insurance.....	25
1 Purpose and validity of insurance.....	18	10 Other indemnification regulations	25
2 Insureds.....	19	11 Opposing party's legal expenses cover	26
3 Perils insured and related exclusions.....	19		
4 Cover restrictions and exclusions.....	19		
5 Settlement of claims.....	20		
6 Indemnification regulations	21		
7 Lessor's and property owner's extension.....	21		

Home insurance

Home insurance provides coverage against direct losses caused to the insured's property, and it also reimburses the costs specifically listed in the terms and conditions. Coverage is provided in accordance with an insurance contract concluded between the insurer and the policyholder. An insurance contract is composed of the policy document, these insurance terms and conditions and the General terms and conditions for private customers. The subject matters of insurance, the maximum compensation amounts, the deductibles, the property insurance covers selected, and the liability and legal expenses insurances are all shown in the policy document.

1 Insurance and compensation terminology

Policyholder

'Policyholder' means the party who concludes an insurance contract with the insurer. The policyholder is shown in the policy document.

Insured

'Insured' means the party for whose benefit insurance is in force.

Insured location

'Insured location' means the address, shown in the policy document, where the property is kept.

Insured event

'Insured event' means an event, usually chance by nature, that is eligible for insurance coverage, unless coverage is excluded for some reason.

Direct property damage

Direct property damage means damage to property that has been directly damaged following a damage event.

Mechanical breakage or breakdown

Mechanical breakage or breakdown includes sudden and unexpected fracture, rupture, bursting, breaking and fragmentation.

Exclusion

'Exclusions' determine the events and losses that are not eligible for coverage.

Safety regulation

'Safety regulations' are guidelines which, when followed, can prevent or limit losses. If the policyholder, the insured or anyone likened with the insured fails to comply with the safety regulations, and this contributes to any loss or damage or the scope thereof, compensation can be reduced or it may be refused altogether.

Living area (net floor area)

'Living area' means the surface area delimited by the dwelling interior walls. It is calculated for every dwelling floor, and the resulting surface areas are summed up. The living quarters that make up the living area include all rooms for habitation, as well as hallways, sauna and washing facilities and walk-in wardrobes. The living area of rooms is defined as comprising the surface area of the sections where room height is more than 160 centimetres. Living area does not comprise any facilities that are in use

for other purposes than habitation. These facilities include garages, open verandahs and terraces, engineering and utility services rooms, and separate storage facilities.

Gross area

'Gross area' means the surface area that is determined by the building dimensions. It is calculated for every floor, and the resulting surface areas are summed up. Gross area comprises both cold and heated facilities. Gross area is defined as only comprising the building parts where height is more than 160 centimetres. Any open parts of the building, such as open canopies and open verandahs, do not count towards the gross area, unless their combined surface area is greater than the surface area of the other parts of the building.

Amount of loss

In the event of a claim, the value of the affected property and the amount of loss will be determined either on replacement value, current value or fair value basis, or according to the applicable age reductions, depending on the property damaged. The amount of loss does not mean the amount of compensation payable.

Amount of compensation

'Amount of compensation' means the compensation that is payable for loss or damage. The amount of compensation is calculated by deducting from the amount of loss elements such as any possible age reductions and the deductible.

Deductible

'Deductible' means the amount of money, shown in the policy document or in the insurance terms and conditions, for which the policyholder has assumed liability. The deductible will be deducted from the amount of loss.

Replacement value of movable property items

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

Fair value of home contents and other movable property

'Fair value' means the cash price generally obtainable for the property in the market situation on the day on which loss or damage occurs. When calculating fair value, consideration will be given to factors such as the item's age, service life, condition and usability.

Insuring home contents and other movable property at maximum compensation amount

Home contents, other movable property and individual items are insured at the maximum compensation amount shown in the policy document. Coverage is always limited to this maximum compensation amount. Additionally, the insurance terms and conditions lay down maximum compensation amounts that are specific to certain types of property or types of insured event.

Building replacement value

For buildings, their replacement value is assessed from the damaged building in the condition it was, and considering the purpose of use it had, before loss or damage. 'Replacement value' means the amount of money needed to construct a new building of identical

size, intended for the same purpose of use and having characteristics similar to the original building.

However, at most, replacement value is determined according to a building constructed for the same purpose of use by employing modern structures, conventional working methods, and building materials that are generally available for sale in Finland.

Where any mandatory official regulations increase the construction costs in comparison to what they would have been had the damaged building been constructed to have characteristics which are equivalent to the original building, when determining the amount of loss and the amount of compensation, consideration will be given to these costs in accordance with Section 6.3.8.

Building current value

In respect of buildings, 'current value' means the monetary value calculated by subtracting from replacement value any depreciation arising through the building's age, use, non-habitation, neglected service or maintenance, decreased usability, or obsolescence. Additionally, when assessing the current value of buildings, consideration will be given to any clear impact of changed local conditions, as well as to any obvious effects which the location of the building and other reasons have, unless a new equivalent building is constructed at the same site.

Building fair value

'Fair value' means the cash price generally obtainable for the property in the market situation on the day on which loss or damage occurs. When calculating fair value, consideration will be given to factors such as the item's age, service life, condition and usability. When assessing building fair value, the value of the land, any connections and other buildings will be deducted from the fair value of the immovable property concerned.

Insuring buildings for their full value

Buildings can be insured for their full value, which means that insurance is based on the relevant surface area data. When insuring for full value, it is not necessary to determine the value of the property when taking out the insurance; it suffices that the information which the insurer requests on the property is correct and that the insurer is made aware of any changed information (for example, changed surface area).

It will be necessary to assess the value of the property only after an insured event occurs. When assessing this value, consideration will be given to the property's age, use, wear and tear and the other factors affecting its value. Based on these factors, coverage will be awarded on either replacement value basis or current value basis. Full value insurance does not mean that the coverage awarded for old damaged property is equal to the price of new property.

Insuring buildings at maximum compensation amount

Buildings can also be insured at an agreed maximum compensation amount. The maximum compensation amount is shown in the policy document, and coverage is limited to that amount.

Residual value

'Residual value' means the value that the affected property has immediately after loss. Residual value

is assessed by applying the same criteria that are applied when assessing the amount of loss.

2 Safety regulations

When complying with the regulations below, loss can be avoided or, if loss has already occurred, it can at least be limited. If these regulations are not followed, compensation can be reduced or it may be refused (General terms and conditions, Section 6). These safety regulations apply to all insured events.

2.1 Protecting home contents and other movable property against losses

1. All liquids must be kept away from computers, mobile phones, portable players and equivalent electronic devices so that the liquids will not damage any devices.
2. All property transported must be packed with care and in such a way that it will withstand the strain caused by 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. Liquids, as well as all smearable and corrosive substances, must be packed in a manner that provides adequate protection against them 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 transport with you must be so protected that they will not get wet, chafed or otherwise damaged.

2.2 Prevention of leaks

1. The inlet and outlet water pipes of dishwashers and washing machines must be connected in compliance with the instructions and regulations issued by the manufacturer or the importer and authorities. The operation of dishwashers and washing machines must be supervised, and they must not be left on when exiting the dwelling. The water inlet valves of dishwashers and washing machines must always be closed after use. When disconnecting a dishwasher or a washing machine from the water supply system, ensure that the water inlet valve is properly closed and does not leak any water. The building's inlet water pipe that remains open must be plugged immediately after disconnecting.
2. A drain pan must be placed under dishwashers and refrigerating equipment if the room does not have a floor drain or if the structure of the floor does not allow for immediate detection of leaks.
3. In rooms that have a floor drain, water must have unobstructed access to the floor drain.
4. All floor drains and drain traps must be cleaned frequently enough to prevent the formation of any blockages that impede the flow of water.
5. In the event of a detected or suspected water leak in a detached house or holiday home, the main water line must be shut off immediately. Where the building is left uninhabited or unused for a period of more than one week, the main shut valve or the service water pump must be switched off upon departure.

6. In cellar storage rooms, property that is susceptible to moisture and wetting damage must be placed at a height of not less than 10 centimetres above the floor.
7. Taps / valves must always be closed after use. Garden hoses and the like must never remain pressurised after use.
8. The water supply system must be protected against freezing. All rooms must have a constant temperature of not lower than +12 °C in the cold period, and proper ventilation between the rooms must be ensured. All premises fitted with water pipes must be maintained at least at the above minimum temperature. In the winter season, an air source heat pump alone is not an adequate source of heat. All rooms must be under adequate surveillance, also in the cold season. Where the building is left without sufficient heating and surveillance, the water supply system and all equipment connecting to it must be emptied of water.
9. The underground steel oil tanks of all buildings situated in groundwater recharge areas, and the piping systems connecting to these tanks, must be inspected at five-year intervals or more frequently, and all tanks other than metal tanks must be inspected at ten-year intervals or more frequently.
10. Steps must be taken to ensure the regular maintenance of oil tanks and compliance with the environmental protection regulations issued by the relevant authorities. It is mandatory that the necessary inspections be performed only by periodic inspection firms approved by the Finnish Safety and Chemicals Agency (Tukes). When a heating oil tank is disposed of, it must be emptied of all heating oil, and the filler pipe must be plugged, while also ensuring that the necessary systems are rendered harmless.

2.3 Prevention of losses caused by natural phenomena

1. The introduction of rainwater and melt water, that is, urban runoff, into buildings must be prevented by waterproofing and by urban runoff disposal systems. These include measures such as sloping the yard away from the building, and solutions like the ditches, subsurface drains, rainwater gullies and pumping stations situated on the land.
2. The ditches and subsurface drains on the land must be maintained in working order. The sewer system must be maintained in working order, and steps must be taken to ensure proper maintenance of the sewage pumps.

2.4 Prevention of losses from criminal offences

1. Home contents and other movable property must be stored in a protective closed storage facility, with the exception of the household goods habitually kept outdoors, such as yard furniture, garden furniture and outdoor grills. The structures of all storage facilities must afford adequate protection against break-ins. Additionally, all windows, doors and other means of access must be so closed that they are protected against theft and break-in, and they must be so locked that no access can be gained to the storage facility without damaging the structures or locks or without using violence.

2. Keys must never be left or hidden in the vicinity of the dwelling or the storage facilities. In the event that a key comes into the possession of a third party, the relevant lock must be replaced or rekeyed. Third parties must not gain possession of any keys, or similar, to electronic locks. In the event that this happens, however, the locks must be reprogrammed immediately.
3. Where property is stored in common areas to which the other residents of an apartment building have access, the property must be locked.
4. Valuable property or property that is susceptible to theft, such as optical or electronic equipment, works of art, jewellery, furs or firearms, must never be stored in any dwelling-specific storage facilities in the cellar or at the loft, in a garage or in some other storage space.
5. All engine-driven equipment, such as garden tractors and ride-on lawn mowers, must be stored in a locked shelter or they must be locked using a steering lock, a cable lock, a chain lock or a brake lock that prevents operation.
6. 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.
7. All property you keep 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 or someone on his or her behalf to address the situation if any unauthorised parties touch the property.
8. Jewellery, money or other items susceptible to theft must never be left inside a hotel room or in any equivalent accommodation facilities unless kept in a lockable space, such as in a suitcase or in a safety deposit box.
9. All money and property susceptible to theft, that is, 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.
10. If any property susceptible to theft, such as optical and electronic devices or valuables, is stored in a parked car, caravan or some other trailer, or in a boat, the doors and the storage facilities 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.
11. All firearms, firearm components and ammunition must be stored in the manner prescribed in the Firearms Act (1/1998) in a secure cabinet or otherwise locked in such a way that the firearm or firearm component cannot be easily stolen or in such a way that the components of the firearm are stored separately.

2.5 Fire safety

1. All facilities intended for habitation or overnight accommodation are required to have a functioning fire detector. There must be at least one fire detector for every sixty (60) square metres, rounded upwards, and for every floor.

2. Smoking is prohibited in the bed and on the couch. Extinguished cigarettes must be placed inside a nonflammable lidded receptacle. It is not allowed to smoke or to light a fire in open-air facilities where highly flammable substances or materials are stored.
3. Candles must be burned, and fireplaces and other open flame must always be lit, only under supervision. Candles must be burned and fires lit only on a nonflammable surface and at an adequate distance from any flammable material. Fire must be extinguished with care when retiring to sleep or exiting the dwelling.
4. Stoves, ovens, grills, smokers and other similar heat producing devices must be used only under supervision. Before retiring to sleep or exiting the dwelling, it must be ensured that they have been turned off or powered off. Flammable items must never be stored on or over them or in their immediate vicinity. All kitchen hood filters must be cleaned regularly.
Before retiring to sleep or exiting the dwelling or other facility, irons as well as other heat producing domestic appliances, and tools, with a high fire risk must be powered off.
5. Steps must be taken to ensure adequate ventilation for and the positioning of refrigerating equipment in compliance with the manufacturer's installation instructions. Any dust accumulating on the rear surface of equipment and on top of the compressor must be removed on a regular basis.
6. Washing machines must be operated in a controlled manner. The ventilation of washing machines and draining cupboards must never be blocked, and their filters are to be cleaned in compliance with the manufacturer's instructions.
7. It is prohibited to use extension cords to electrify buildings, outbuildings or structures. An extension cord is never a replacement for a fixed electrical installation. Never connect any extension cords together. Outdoors, it is permitted to use only extension cords designed for outdoor use.
8. It is forbidden to dry or store clothes or other flammable material over a sauna heater, in its immediate vicinity or on any electrical radiators.
9. It is mandatory to follow the instructions for use and maintenance issued by the heating unit manufacturer or supplier.
10. Flammable gases, flammable liquids or liquefied gas must never be stored in any shared facilities in the cellar or at the loft that are intended for storing dwelling-specific movable household goods.
11. The safety of the use of fireplaces, stoves and flues must be controlled. Care must be taken that all flues are swept on a regular basis in compliance with the regulations issued by the relevant authorities.
 - Chimney sweeps and anyone responsible for sweeping must have completed the Further Vocational Qualification for Chimney Sweeps.
 - All stoves and fireplaces burning fixed fuel (for example, wood and woodchips), most fuels and light or heavy oil must be swept once a year.
 - It is a requirement that the stoves and fireplaces of holiday homes that are in year-round use be swept once a year.
 - The stoves and fireplaces of other holiday homes must be swept once every three years.
 - If the stoves, fireplaces and flues of the building remain unused for more than three years, or if they are put in a different use, a chimney sweep must inspect and sweep them before they are taken into use.
12. Ash removed from the stove or from the fireplace must be stored in a lidded and nonflammable receptacle on a nonflammable surface away from the building.
13. Following a chimney fire, a chimney sweep must be immediately called in to inspect the stove/fireplace and the chimney flue. All chimney flues must satisfy the requirements laid down in the National Building Code of Finland.
14. Boiler systems that use fixed fuel (wood, woodchips, peat, straw, grain, pellets, etc.) must be inspected by the relevant rescue authority. All oil heating installations must be surveyed by the relevant rescue authority.
15. It is forbidden to carry out any hot work in shelters intended for motor vehicles, home contents or other movable property. Hot work means work that produces sparks or where a flame or other heat is used and that causes a risk of fire. Hot work includes welding, flame cutting, disk cutting, metal grinding and all work where a gas burner, some other open flame or a hot-air blower is used. Hot work is allowed at temporary hot work sites when the person performing hot work has a valid hot work licence and when compliance is ensured with the safety regulations that govern hot work. Adequate first-aid extinguishing equipment must be provided at all hot work sites.
16. Electrical work must be performed only by persons and businesses that meet the requirements laid down in the applicable laws, decrees and official provisions. Electrical work comprises electrical installation work and repair as well as maintenance of electrical equipment and installations.
17. Any defects detected in electrical equipment, such as faulty luminaires, heaters and other electrical equipment, must be repaired immediately.
18. Whenever using the building electrical network to charge electric vehicles, prior to the commencement of operations, the suitability of the existing installations must be checked by an electrical professional. Charging must be carried out using only charging cables and charging equipment that are designed for the charging of electric vehicles.
19. Outdoors, it is forbidden to light an open fire or a controlled burn in any area with a valid wild-fire warning, and this is also never allowed without supervision or within 30 metres of any buildings or stored flammable material, including firewood.
20. Frozen pipes or flammable material must never be thawed using any open flame or a hot-air blower.
21. The batteries of electric bicycles and other electronic mobility devices must be charged only using charging equipment intended for the device in question and in compliance with the manufacturer's instructions. When exiting the insured location, it must be ensured that the charging equipment has been powered off.

2.6 Loss prevention in construction and repairs

1. Whenever constructing or repairing a building, all construction materials and supplies susceptible to theft, as well as the tools used at the construction site, must be so stored that it is not possible to gain access to their storage facility without damaging the structures or locks or without using violence.
2. Heaters and luminaires intended for use at construction sites must be used in compliance with the equipment manufacturer's instructions for use and safety, while also respecting the manufacturer's safety distances to flammable materials.
3. It is a requirement to protect all incomplete structures against changing weather conditions and to provide adequate temporary heating. Light-weight protective tarpaulins are not suitable for protecting roof structures; instead tarpaulins must be made of polyester and net fabric, PVC-coated plastic fabric, or polythene plastic.
4. Before drilling or nailing anything into any structures, it is necessary to establish the location of the pipes and wires.
5. Before engaging in excavation work, it is necessary to establish the location of cables and pipes in the area where work is carried out.

3 Insureds, and validity of insurance

3.1 Insureds

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

Additionally, this insurance also provides coverage for the policyholder's or the insured's underage children who do not live at the insured location on a permanent basis, whenever these children are staying with the insured.

3.2 Validity of insurance

3.2.1 Validity at insured location

Home contents insurance is in force at the insured location shown in the policy document and in the storage facilities associated with the use of the insured location. These storage facilities mean the following facilities:

- facilities situated on the same land with a detached house or holiday home, such as storage buildings and garages;
- in buildings incorporated as a housing company or as a property company, sports and leisure equipment storerooms that are in shared use; dwelling-specific storage facilities at the loft, in the cellar and elsewhere outside the residential units; and garages. The total maximum compensation amount for property stored in these facilities is limited to €5,000.

Insurance of a building is in force at the insured location shown in the policy document. Insurance cover is also in force during construction and repairs.

3.2.2 Validity outside insured location in Finland

This insurance provides coverage up to €10,000 when moving any home contents of a home or holiday home

temporarily from the insured location to another location in Finland for a period not exceeding 12 months and when that property is intended to be returned to the insured location within this time period. Home contents and other movable property stored permanently outside the insured location must be insured separately, and insurance cover is in force only at the insured location shown in the policy document.

3.2.3 Validity during travel outside Finland

Insurance cover taken out on the home contents of a home or holiday home is not in force outside Finland. By specific agreement, it is possible to add the Luggage Cover to a policy to cover home contents that you take with you on international travel (see Section 8).

3.2.4 Validity in motor vehicle, boat and tent

In respect of claims arising from theft and break-in in Finland, the total maximum compensation amount for property kept in a motor vehicle, campervan, caravan or some other trailer, or in a boat or tent, is limited to €5,000.

3.2.5 Validity during moving house

When moving in Finland from a permanent home to another permanent home, home contents insurance is in force during the removal and at both homes for up to two months provided that the homes are under the insured's possession.

Coverage is limited to the maximum compensation amount determined for home contents in the policy document. If the two-month period is exceeded, specific insurance must be taken out on the home contents and other movable property of both homes. It is a requirement to immediately submit the details of the new permanent home to the insurer.

3.2.6 Validity of insurance of specifically insured home contents

Insurance of specifically insured home contents identified in the policy document is in force in Finland up to the maximum compensation amount shown in the policy document. Additionally, insurance cover is also in force, up to the same maximum compensation amount, in Finland in motor vehicles, campervans, caravans, other trailers, boats and dwelling-specific storage facilities.

4 Insured property

4.1 Insured home contents of homes and holiday homes

The following sets out the maximum compensation amounts in respect of individual insured items or certain groups of items and groups of property. However, maximum coverage is always limited to the maximum compensation amount determined for home contents in the policy document.

This insurance provides coverage for the following items:

- normal items intended for private household use, such as furniture, clothing, household articles, interior textiles
 - domestic appliances and devices, consumer and other electronics;
 - items for hobbies and sport;

- bicycles;
- high-value items, such as jewellery, works of art, design items, and collections

in total up to the maximum compensation amount shown in the policy document. In respect of individual items, however, maximum coverage is limited to €15,000;

- food and frozen products up to a total of €1,500
- money, securities and other payment instruments up to a maximum total of €500;

‘Money and securities’ also mean money stored in electronic purses and on payment cards, as well as unused stamps, luncheon vouchers, cheques and other equivalent debt securities.

- permanent fixtures and parts of the dwelling, up to a maximum total of €15,000;

‘Permanent fixtures and parts of the dwelling’ mean the following items that, under the Limited Liability Housing Companies Act, fall within the shareholder’s maintenance responsibility: permanently fixed machines, fixtures and equipment intended for residential use; flooring, wallcoverings and ceiling coverings; structures; and interior fitting decoration work and improvements completed in the dwelling.

If a residential building or a holiday home and home contents are simultaneously insured by this insurance, then the permanent interior fixtures covered by home contents insurance will include surface coverings, permanent fixtures and fittings and fixed domestic appliances, including kitchen stoves and kitchen hoods. Correspondingly, home contents insurance does thus not provide coverage for items such as air source heat pumps, sauna heaters and balcony or terrace glass panes.

- the following combustion engine- or electric motor-driven machines exempted from the obligation to take out motor liability insurance, and their accessories, up to €5,000:
 - ride-on lawn mowers or garden tractors (maximum design speed of not higher than 15km/h);
 - vehicles intended for use by children (maximum design speed of not higher than 25km/h or net weight no more than 25kg);
 - other electronic mobility equipment (maximum design speed of not higher than 25km/h or net weight no more than 25kg);

Electronic mobility devices mean any walking-assistive or walking-replacement electric mobility devices, such as electric balance and kick scooters and self-balancing unicycles, which due to their speed or weight do not need to be insured by motor liability insurance. **Mobility devices for which motor liability insurance is mandatory are not covered by Home insurance.**

- child safety seats, and stored ski-boxes;
- boats manufactured as a rowing boat and their outboard motor of up to 10hp or an electric outboard motor of equivalent power, light aquatic hobby items including SUP boards, canoes and kayaks, up to a total maximum of €5,000;

- the insured’s own work equipment used in gainful employment as a sole proprietor, trader or private individual, and property used in gainful employment or intended for sale or demonstration purposes, whenever the activity is provided solely at or from the insured location, up to a total maximum of €5,000;

‘Work equipment used in gainful employment’ means the work equipment owned by the insured that is used to provide a remunerated activity as a private individual or sole proprietor, including tools, telephones and computer equipment.

- outbuildings and structures not exceeding 15 m² in size, excluding sauna buildings, which, regardless of size, must always be insured specifically;
- plants at a tended yard;
- the above outbuildings, structures and plants are covered in total up to €10,000.

‘Outbuildings and structures’ include fences, yard lamps, greenhouses, children’s playhouses, compost bins, wind generators and related accessories and its mast, swimming pools, outdoor jacuzzis and hot tubs. Swimming pools and light garage tents, and patios and terraces at the yard that are detached from the building, are not subject to the square meterage limitation.

‘Yard’ means any tended yard in the insured’s possession that immediately surrounds and connects to the insured dwelling or that is situated on the same land with the insured residential building or holiday home.

‘Plants’ mean the trees, bushes and planted plants growing at tended yards.

- property rented or borrowed for one’s own personal use, or for the personal use of one’s own household, that, if owned by the insured, would be included in the home contents insured by this insurance, up to a total maximum of €5,000;
- any item or group of items specifically shown in the policy document, if this is specifically agreed, up to the amount shown in the policy document.

However, maximum coverage is always limited to the maximum compensation amount determined for home contents in the policy document.

4.2 Property excluded from home contents insurance

This insurance does not provide coverage for the following:

- animals;
- data and files, and software packages other than those which are publicly available, relating to or included in data carriers;
- theses, dissertations, manuscripts and other similar documents;
- virtual currencies;
- home contents and other movable property rented or loaned to third parties. For example, home contents and movable property provided to exhibitions are considered as loaned to a third party;
- property the possession or use of which contravenes the legislation in force;

- motor vehicles, and motorised means of transport other than those shown in Section 4.1, including the parts and equipment thereof and any work machinery and devices that can be attached to them;
- skid-steer loaders;
- boats with a control pulpit;
- other watercraft and equipment thereof;
- aircrafts and their equipment;
- property that the insured uses when pursuing gainful employment or a business activity under a limited partnership, a limited liability company or some other type of company than sole proprietorship, or property that any of the above partnerships or companies, the insured's employer or a public-sector entity own and make available to the insured for business or private use;
- employer-subsidised bicycles;
- permanent fixtures which, under the Limited Liability Housing Companies Act, fall under the housing company's maintenance responsibility;
- sauna buildings;
- statues, works of art and other similar special-purpose constructions located at yards;
- trees of forested plots;
- bodies of water, piers, jetties and shoreline structures;
- electric current, water and gas;
- valuables and collections, when the stored movable property has specific insurance.

4.3 Subject matters of insurance of a building

This insurance provides coverage for the building shown in the policy document, together with the following permanently fixed property intended for the building and located in the building or on the same land with the building:

- normal machines and equipment, such as HPAC, electricity and automation equipment. In claims that concern any HPAC, electricity and automation equipment, coverage is determined according to the insurance cover of the building for which the affected equipment is intended;
- power cables, other cables, conductors and piping, however only up to the municipal or other public connection point;
- solar panels, solar collectors, and antennae;
- foundation bases of the building's foundations;
- permanent fixtures;
- heating mediums associated with the maintenance of buildings and immovable property;
- borehole and energy well pumps, piping and equipment;
- permanently fixed charging stations of electric cars.

'HPAC, electricity and automation equipment' (heating, plumbing, air conditioning, electricity and automation equipment) includes all fixed equipment used for the heating, water treatment, lighting or air conditioning of buildings, such as electrical equipment, electrical resistors and electrical elements, boilers, electric sauna heaters, central vacuum systems, tanks, and the security engineering of buildings, as well as the piping, wiring, cables and automatic control systems connecting to them. The machinery of cold rooms is considered equivalent to HPAC, electricity and automation equipment. HPAC, electricity and automation equipment does not include any domestic appliances, such as dishwashers and stoves, even when permanently fitted to the building.

Additionally, insurance of a residential building and leisure residential building also provides coverage for the following:

- outbuildings and structures not exceeding 15m² in size, excluding sauna buildings, which must always be insured specifically regardless of size;
- the plants at tended yards, and the trees of forested plots of up to one hectare situated on the same land with the insured residential building or holiday home;
- €10,000 is the maximum total compensation available for the above outbuildings and structures, plants and trees.
- building materials and timber stored on the land and intended for a building other than the insured building, up to a total maximum of €5,000.

'Outbuildings and structures' include fences, yard lamps, greenhouses, children's playhouses, compost bins, wind generators and related accessories and its mast, swimming pools, outdoor jacuzzis and hot tubs. Swimming pools and light garage tents, and patios and terraces at the yard that are detached from the building, are not subject to the square meterage limitation.

'Yard' means any tended yard in the insured's possession that immediately surrounds and is part of the insured dwelling or that is situated on the same land with the insured residential building or holiday home.

'Plants' mean the trees, bushes and planted plants growing at yards.

'Forested plot' means an area of forest measuring up to one hectare in the insured's possession that immediately surrounds the insured residential building or leisure residential building.

If outbuildings and structures and yard plants are insured by home contents insurance (see Section 4.1), they are excluded from the coverage provided by insurance of a building.

Insurance cover is in force during construction and repairs. During construction and repairs, in addition to the building shown in the policy document, the subject matters of insurance include the following:

- building materials in course of transfer to the insured location and intended for construction work from the moment when, under the terms of sale, liability for these building materials transfers to the insured.

The following property up to €5,000:

- temporary site constructions and buildings;
- machines and equipment borrowed or rented for repairs or construction work. However, this insurance does not provide coverage for skid-steer loaders, elevating work platforms, construction cranes or tower cranes.

4.4 Property excluded from insurance of a building

Insurance of a building does not provide coverage for the following:

- structures located beneath the building foundation bases;
- drainage piping, subsurface wastewater disposal system fields and their piping, or piling;
- boreholes and energy wells;
- statues, works of art and other similar special-purpose constructions located at yards;
- bodies of water, piers, jetties and shoreline structures;
- electric current, water and gas;
- skid-steer loaders, elevating work platforms, construction cranes or tower cranes.

5 Content of insurance cover

Insurance covers are selected separately for every insurable building, home contents and other movable property. The insurance covers selected affect the scope of insurance and the premium. The insurance covers are shown in the policy document, and coverage for any loss or damage that occurs is provided in accordance with the policy document.

5.1 Insurance covers, and insured events covered thereunder

This insurance provides coverage against direct, sudden and unforeseeable loss of and damage to insured property that arises during the validity of insurance and can be identified as an individual event.

5.1.1 Fire

This insurance provides coverage against direct loss of and damage to property that is caused by:

- an outbreak of fire;
- soot or smoke that rises suddenly and unforeseeably;
- an explosion.

5.1.2 Natural phenomenon

This insurance provides coverage against direct loss of and damage to property that is caused by:

- storm;
- whirlwind or downburst;
- hail;
- stroke of lightning directly to insured property and causing mechanical breakage thereof. (Claims for loss or damage caused by overvoltage from a lightning strike are examined under the Breakage Cover 5.1.6).

A storm is when, at a 10-minute observation interval, the mean wind speed exceeds 15 metres per second as measured at the meteorological station nearest to the place where the loss or damage occurs.

5.1.3 Exceptional flood

This insurance provides coverage against direct loss of and damage to property that is due to a sudden and unforeseeable event caused by an exceptional flash flood, freshwater flood or saltwater flood such that water overflows into the building, its structures or the home contents kept in the building from the surface of the ground or via soil or piping permanently fixed to the building. Additionally, this insurance also provides coverage against loss and damage caused by the movement of ice resulting from an exceptional freshwater or saltwater flood.

'Flash flood' means a situation where exceptionally heavy rain causes water to flood on the surface of the ground. Rain is considered exceptional when rainfall at the scene of loss measures at least 30mm in one hour or 70mm in a day.

'Freshwater flood' means an exceptional rise in the water level in a river, lake or stream that is due to exceptional rain, melting of snow, an ice dam or a slush dam.

'Saltwater flood' means an exceptional rise in the sea level caused by storm wind (average windspeed over 15m/s), barometric pressure variation, or currents in the Danish straits.

A rise in freshwater or sea water levels is considered exceptional if they reach a height likely to occur only once every 50 years or less frequently. Floods caused by a permanent rise in the mean water line, by the normal fluctuations of the water level or by heavy seas are not considered exceptional.

5.1.4 Theft and vandalism

This insurance provides coverage against direct loss of and damage to property that is caused through:

- theft;
- intentional vandalism committed by a third person. It must be possible to identify the act of vandalism as an individual, sudden event.
- break-in, which means breaking into a locked space by destroying structures or otherwise by violence;
- robbery, which means theft or attempted theft committed by means of interpersonal violence or a threat thereof.

5.1.5 Leakage

This insurance provides coverage against direct loss of and damage to property that is caused by a leaked liquid, steam or gas flowing suddenly, unforeseeably and directly from:

- piping permanently fixed to the building;
- actuators, machines or tanks permanently connected to piping;
- refrigerating equipment, aquariums, garden hoses; or
- interior rainwater piping.

A condition for coverage is that the leak begins during the validity of insurance. Leakage Cover does not provide coverage against costs of repair and replacement in respect of any piping, actuators and HPAC, electricity and automation equipment.

5.1.6 Breakage

This insurance provides coverage against direct loss of and damage to property that is caused through:

- breakage;
- some other sudden and unforeseeable insured event.

This cover will not cover loss events resulting from any fire, natural phenomenon, exceptional flooding, theft, vandalism or leakage described in sections 5.1.1–5.1.5.

5.2 Premium Plus cover for household goods

The coverage provided by the home insurance Premium Plus cover protects household goods against loss and damage. Coverage is provided in accordance with the home insurance terms and conditions, subject to the extensions shown below.

5.2.1 Premium Plus age reductions in home contents claims

When assessing the amount of loss, the age reductions set out in the Home insurance terms and conditions apply, subject to the following exceptions:

- Claims for mobile phones, mobile devices, computers, their peripherals, smartwatches, activity trackers, ring activity trackers, clothing, footwear, bags and other accessories, and claims for work equipment used in gainful employment, are not subject to the age reductions set out in section 6.2.2, for their first year of use and for one calendar year following the first year of use.
- Claims involving any other property shown in the table of Section 6.2.2 are not subject to an age reduction for the item's first year of use and for the following four full calendar years. Additionally, the year in which loss occurs is not subject to an age reduction.
- Where property is old enough for age reductions to apply, the reduction calculation set out under Section 6.2.2 of the terms and conditions will be employed, starting from the item's first year of use.

5.2.2 Additional costs of residence under Premium Plus

This insurance provides coverage of the costs of temporary residence that are set out in terms and conditions Section 6.2.5. These costs are not subject to an additional deductible.

5.2.3 Data recovery under Premium Plus

This insurance provides coverage, up to €2,000 per device, of search and recovery costs of data lost due to physical damage to a hard disk of (including an external hard disk connected to) a computer that is in private use in the event that the computer is affected by an incident which is covered by home contents insurance.

A condition for coverage is that the search and the recovery are provided by a service provider that the insurer approves in advance and that no other measure is performed on the hard disk in question to recover the data. The insurer cannot be held liable for any failure of recovery of the data.

This insurance does not provide coverage of any of the following:

- data recovery if the device itself is not damaged;
- search and recovery costs that are due to erasure of data, improper use of the hard disk, some other user mistake, or malware;
- search and recovery costs in respect of software files;
- search and recovery costs in respect of data on a hard disk that is more than 6 years old;
- recovery of data if loss occurs before insurance cover becomes effective.

5.2.4 Premium Plus extension concerning permanent fixtures of dwellings

When home contents are insured by the Premium Plus cover, the condominium unit's permanent interior fixtures and parts covered by home contents insurance (section 4.1) also include any extensions of the owner's or the dweller's maintenance liability for the insured dwelling which are stated in the Articles of Association or which have been decided at a General Meeting. These are covered up to the maximum compensation amount determined for the unit's permanent interior fixtures and parts.

5.3 Exclusions

The exclusions shown here apply to all insurance covers.

5.3.1 Disappearance and theft

- a) This insurance does not provide coverage against any lost property or property mistakenly left behind or any loss or damage caused in consequence thereof.
- b) This insurance does not provide coverage against theft of unlocked bicycles, electronic mobility equipment, boats and outboard motors.
- c) This insurance does not provide coverage for money or other payment instruments that are stolen from a motor vehicle, caravan, some other trailer, or from a boat or tent.
- d) This insurance does not provide coverage against any theft claims where the scene and time of theft cannot be determined.

5.3.2 Motor vehicles and engine-driven equipment

- a) This insurance does not provide coverage against any losses that are due from using a motor vehicle in a competition, in training that is in preparation for a competition, or in some other driver or speed training.
- b) This insurance does not provide coverage against any loss of or damage to a combustion engine or combustion engine-driven equipment, unless due from a sudden external factor or from an outbreak of fire.
- c) This insurance does not provide coverage against breakage damage that affects any electronic mobility equipment when used for the purposes for which it is intended.
- d) This insurance does not provide coverage against any loss of or damage to remote controlled model aircraft, drones or similar equipment caused during flying.

5.3.3 Computers and smart devices

This insurance does not provide coverage against any losses that are due to malware such as computer viruses, user errors, data loss, data breaches or failure that affect mobile phones, mobile devices, smart devices or computers and peripherals, or computer software and data, if the device itself is not broken.

5.3.4 Gradual damage

This insurance does not provide coverage against any losses caused to the subject matter of insurance through normal use, wear and tear, scratching, denting, corrosion, rusting, rotting, degradation, natural material fatigue or some other gradual phenomenon, or by moulding, fungi, microbes, smell, moisture, or condensation water. However, loss or damage caused by condensation water will be covered when it is a direct consequence of sudden and unexpected breakage or breakdown of a machine or equipment.

5.3.5 Meteorological phenomena, and flooding

This insurance does not provide coverage against losses that are due to any of the following:

- a) frost, freezing, heat or drought;
- b) ground subsidence or frost heaving;
- c) the weight or movement of snow or ice;
- d) rain, snowfall, surface water or groundwater, or any flooding of a sewer drain or of piping caused by the same;
- e) rainwater or melt water flowing from gutters, the building's external downpipes, any external rainwater piping systems, through the roof or from elsewhere. However, Breakage Cover will cover loss or damage in consequence of sudden and unforeseeable mechanical breakage or breakdown of a building part or of any equipment intended for the building;
- f) a rise in the water level; flood; or heavy seas.

However, this insurance provides coverage against the losses referred to in Section 5.1.3 that are caused by an exceptional flash flood, freshwater flood or saltwater flood if the affected subject matter of insurance has insurance against exceptional flood losses. However, this insurance does not provide coverage against any loss or damage that is caused by a freshwater flood, saltwater flood or rise in the water level if the affected building was constructed without the relevant permit laid down in the law or in breach of such a permit.

5.3.6 Defects

This insurance does not provide coverage against any loss or damage caused to property by any of the following:

- a) errors in design, installation, erection, handling, use or delivery, or by bad workmanship;
- b) structural, manufacturing or material defects;
- c) foundation or construction faults, or construction that is in violation of the building codes, instructions or generally accepted construction methods;
- d) when water has gotten into structures due to a leak in a wall drain or a floor drain, in the elevation ring thereof or in any pipe penetration of a wet room;

- e) if a room that has a wall drain or a floor drain is not waterproofed or the relevant structure is not watertight even though the building codes, instructions or generally accepted construction practice valid at the time of construction or renovation required this.

5.3.7 Maintenance costs

- a) This insurance does not provide coverage of any maintenance costs, melting costs or the costs of cleaning or unclogging blocked pipes or devices.
- b) Coverage will be refused where a limited liability housing company is responsible for also covering property damage that falls within the shareholder's maintenance responsibility.

5.3.8 Animals

This insurance does not provide coverage against loss or damage caused by pets or domestic animals by biting, scratching, tearing, urinating, defecating, vomiting or staining. The insurance also does not cover loss or damage caused by insects, birds, lagomorphs or rodents. Plants and crops at the yard are not covered against loss or damage caused by animals.

This exclusion does not apply to any fire losses, or to the leakage damage mentioned in Section 5.1.5, that the animals listed above cause, and it also does not apply to any windows broken by these animals.

There is no cover for costs of the control or extermination of animals or insects.

5.3.9 Other exclusions

- a) This insurance does not provide coverage against breakage of any sports or hobby equipment, gear or device when used for their intended purpose.
- b) This insurance does not provide coverage against intentional vandalism caused to buildings or dwellings rented out to third parties or against intentional vandalism to any home contents or movable property kept there, except in connection with a break-in or robbery.
- c) This insurance does not provide coverage against any theft or losses caused intentionally or through gross negligence by someone who gains entry by the insured's permission.
- d) This insurance does not provide coverage of any expenses of rekeying and replacing locks, unless the expenses are from preventing and limiting imminent risk of damage, covered by this insurance, to which the insured property is exposed (General terms and conditions, Section 6.2).
- e) This insurance does not provide coverage against any losses that, during transit, affect postal items or property delivered as separate cargo.
- f) This insurance does not provide coverage against any financial loss or losses caused through fraud, embezzlement or some other deception or breach of contract.
- g) This insurance does not provide coverage against any claims arising from professional quarrying, piling or blasting work or from other excavation work.
- h) This insurance does not provide coverage against any claims arising from breakage, clogging or inoperability of municipal or other public water pipes, drainpipes or similar structures.

- i) This insurance does not provide coverage against any claims that are covered under an act, warranty or some other contract.
- j) This insurance does not provide coverage against any claims that are due to a war, armed conflict, other similar action destabilising social order, or nuclear damage as defined in the Nuclear Liability Act or a subsequent equivalent act.
- k) This insurance does not provide coverage against any of the following:
 - telephone or travel expenses, loss of earnings or other similar costs incurred in the course of settling claims;
 - depreciation of property, or alterations or improvements carried out in connection with repairing the damage done. Improvements also include scenarios where worn parts or any parts damaged already before the insured event concerned are replaced in the context of repairs, or if some other work is carried out following which the condition of the property can in these respects be deemed to have materially improved;
 - decreased or loss of sentimental value of property;
 - costs from any contrasts in hue arising when the damage is repaired;
 - substances that have been wasted, or increased energy consumption;
 - costs for locating a fault or for other claim settlement, if the claim is not covered by this insurance and if the insurer has not specifically accepted the costs. Also in covered claims, settlement costs are reimbursed only if the insurer has specifically accepted the costs.
- l) There is no cover for claims arising from drug crop cultivation or the manufacture of narcotic drugs, or for loss or damage caused to any equipment and devices used for these purposes.

6 Compensating for losses

6.1 General

6.1.1 Filing for compensation

Section 10 'Indemnification procedure' of the General terms and conditions discusses the claimant's obligations, the limitation of claim for damages and the insurer's obligations.

6.1.2 Assessing value of property and calculating amount of loss

The purpose of this insurance is to compensate for actual losses, which is why the age and condition of used property affect how the amount of loss will be assessed.

6.1.3 Maximum amount of compensation

In respect of property, the insurer's maximum compensation liability is limited to the replacement value, current value or fair value of the property. Where property is insured for a specifically agreed maximum compensation amount, this maximum compensation amount will always represent the highest possible compensation. The maximum compensation amounts to which insurance is subject are either shown in the policy document or described in these terms and conditions.

6.2 Movable property

6.2.1 Assessing value of movable property items and calculating amount of loss

The value of movable property items is assessed according to the replacement value of a new item of equivalent characteristics and usability.

Replacement value, and the amount of loss calculated on replacement value basis, are determined according to the price level prevailing at the moment when loss occurs.

The amount of loss in respect of movable property items is calculated either as set out in the age reduction table of Section 6.2.2 or on fair value basis as shown in Section 6.2.3.

6.2.2 Amount of loss in claims involving movable property specified in table below

When calculating the amount of loss in respect of any movable property items shown in the table below, the annual reductions will be deducted from the replacement value of the property as set out in the table, beginning from the second year of use. The reduction is calculated by multiplying the percentage by the number of the full calendar years that follow the property's first year of use and that have ended by the time when loss occurs. The year in which loss occurs is not subject to an age reduction.

However, for mobile phones and mobile devices, the reduction is calculated by multiplying the percentage by the number of the years that have started after the first year of use. The year in which loss occurs will also be subject to an age reduction.

'First year of use' means the year in which the item is taken into use. The first year of use ends upon a new calendar year, irrespective of the time of year when the item was taken into use. In addition to the applicable age reduction, compensation is subject to the deductible shown in the policy document.

Age reductions in claims involving movable property	
Furniture, home textiles and consumption utensils	6%
Rowing boats, outboard motors of up to 10 horsepower, and light aquatic hobby items including SUP boards, canoes and kayaks	6%
Domestic appliances	8%
Consumer and other electronic equipment, stereo systems, televisions, cameras and other optical appliances	8%
Equipment for camping and open-air recreation, and fishing gear	8%
Bicycles, and bicycle parts and accessories	10%
Tools, work equipment, and motorised vehicles and equipment	10%
Racing suits, helmets, gloves and boots	10%
Prostheses and personal assistive devices, such as hearing aids and wheelchairs	10%
Spectacles and sunglasses	20%
Sports and hobby equipment, gear and device, remote controlled model aircraft and drones	20%
Clothing, footwear, bags and other accessories	20%
Mobile phones, mobile devices, computers and computer peripherals; smartwatches, activity trackers and ring activity trackers	25%
Tools, work equipment and other property used in gainful employment	25%

However, the maximum age reduction calculated as set out in the table is limited to 80%. In addition to the applicable age reductions, claims are subject to the deductible shown in the policy document.

Whether damaged movable property can be repaired or not affects how the amount of loss will be calculated, in the following manner:

- If the item can be repaired, the amount of loss is equal to the cost of repair, however not more than the replacement value of the item less any applicable reductions that are due to the item's age.
- Where the item cannot be repaired, the amount of loss is equal to the replacement value less any applicable reductions that are due to the item's age.
- If an item cannot be repaired on account of it being impossible to obtain spare parts in Finland or, at a cost that is reasonable in view of the value of the property, from abroad, the maximum amount of loss is limited to 30 per cent of the replacement value of the property.
- The costs of repair and replacement of an individual part of an item are subject to an age reduction based on the age of the entire conglomeration, even if the affected individual part were newer.

6.2.3 Amount of loss in claims involving other movable property items

In respect of the below movable property items that are not older than five years, the amount of loss will be determined based on the replacement value of an equivalent item. For items that are more than five years old, the amount of loss will be determined based on the item's fair value:

- musical instruments and related peripherals, such as guitars and amplifiers;
- works of art, jewellery, antiques, design items and other valuables;
- binoculars and camera objectives;
- firearms and related accessories;
- other property not shown in table 6.2.2.

Primarily, the amount compensated by insurance is equal to the cost of repairing the damaged item.

In the case of items that are more than 5 years old, the amount compensated is primarily equal to the cost of repairing the damaged item, however never more than the fair value of the item.

6.2.4 Amount of loss in claims for other property covered by movable property insurance

At a housing company, when claiming for any of the building's machines and equipment (HPAC, electricity and automation equipment) for which the owner or the tenant is responsible, the age reductions set out in section 6.3.5 will apply. When claiming for permanent interior fixtures or outbuildings and structures, compensation will be determined in accordance with section 6.3 of the terms and conditions of the insurance. For HPAC, electricity and automation equipment of outdoor jacuzzis and swimming pools, and for wind generators and their accessories, the amount of loss will be calculated in accordance with section 6.3.5.

6.2.5 Reimbursement of additional costs of residence

Home contents insurance provides coverage against situations where the insured is forced to temporarily move out of his or her permanent residence following damage that is caused to their permanent residence, when this damage is eligible for coverage under this home insurance. This insurance provides coverage of the reasonable additional costs of residence, transportation, storage and other equivalent costs agreed with the insurer in advance. These costs will be covered for a period of up to 12 months. In fire claims, costs will be covered for a period of up to 18 months.

When calculating the level of coverage provided, consideration will be given only to the actual additional expenses, less any saved expenses, such as rental expenses of the damaged apartment. All covered expenses are subject to the deductible shown in the policy document and an additional deductible of 10 per cent.

6.3 Buildings

6.3.1 General

The amount of loss is determined on replacement value, current value or fair value basis.

If the building is insured for a maximum compensation amount, this will represent the highest possible compensation. However, compensation can never be more than the replacement value of the affected building.

In respect of buildings and parts of buildings, the primary manner by which the amount of loss is determined is to establish the level of the estimated repair costs. Calculation of the amount of compensation takes account of the age reductions laid down for the machines and equipment of buildings (6.3.5) and the age reductions that apply to leakage claims (6.3.6).

When determining the amount of loss, any increased costs that arise from the restoration of building elements will be excluded from the repair costs.

6.3.2 Amount of loss on replacement value basis

The insured will be entitled to replacement value compensation if the value of the affected building or building part is equal to or greater than one half of its replacement value.

Where the amount of loss in respect of the building or building part is calculated on replacement value basis, it will be determined according to the price level prevailing on the day of replacement of the property.

If the amount of loss is calculated on replacement value basis, it will be determined as follows:

- If the affected property can be repaired, the amount of loss is equal to the cost of repair, however not more than the replacement value of the property.
- If the affected property cannot be repaired, the maximum amount of loss is limited to the replacement value of the property less the residual value.
- However, where an affected building is not repaired or rebuilt, the maximum amount of loss for building claims is always limited to the fair value of the building immediately before loss.

6.3.3 Amount of loss on current value basis

Current value is assessed separately for every building. With respect to buildings joined together or buildings containing several separate functional complexes, current value and the amount of loss are assessed separately for each building part and for each functional complex. In the event of damage to an individual building part or structure, current value will be assessed separately for each part. This also applies to damaged surface coverings and furniture sets.

If the amount of loss in respect of the building or building part is calculated on current value basis, it will be determined according to the price level prevailing at the moment of loss.

If the current value of the building or building part at the moment of loss is less than one half of its replacement value, the amount of loss will be assessed as follows:

- Where the affected building or building part can be repaired, the amount of loss is equal to the cost of repair, however not more than the current value of the damaged property.
- If the affected building or building part cannot be repaired, the amount of loss is equal to current value less its residual value.

- In case a building or a building part that can be repaired is not repaired, the amount of loss is equal to as high a portion of the estimated repair costs as is indicated by the ratio of current value to replacement value.
- However, where the amount of loss is determined on current value basis, it is never more than the fair value of the affected building immediately before loss.

6.3.4 Amount of loss in policies featuring agreed maximum compensation amount

For buildings insured at an agreed maximum compensation amount, the amount of loss is assessed as follows:

- Where the damaged building is repaired, the amount of loss is equal to the actual cost of repair of the property.
- If the affected building or building part cannot be repaired, the amount of loss is equal to current value less its residual value, however not more than the fair value of the building immediately before loss.
- In case a building or a building part that can be repaired is not repaired, the amount of loss is equal to as high a portion of the estimated repair costs as is indicated by the ratio of current value to replacement value, however not more than the fair value of the building immediately before loss.

Where the building is insured for an agreed maximum compensation amount, this will represent the highest possible compensation. However, compensation can never be more than the replacement value of the affected building.

6.3.5 Age reductions in claims for machines, equipment and piping of buildings

In claims for any of the building's machines, equipment and piping (HPAC, electricity and automation equipment), the costs of repair and replacement are subject to the annual reductions set out in the table below, beginning from the second year of use, with the exception of losses caused by an outbreak of fire. The applicable reduction is calculated by multiplying the percentage by the number of the full calendar years that follow the first year of use and that have ended by the time when loss occurs. The year in which loss occurs will not be subject to an age reduction. In addition to the applicable age reduction, compensation is subject to the deductible shown in the policy document.

'First year of use' means the year in which a machine, equipment or piping is taken into use. The first year of use ends upon a new calendar year, irrespective of the time of year when the item was taken into use.

In claims for any of the building's machines or equipment, age reductions will also apply if the machines and equipment are under the housing-company shareholder's responsibility.

Age reductions in claims for machines, equipment and piping of buildings

Piping, electric wires and electricity metres, fiber optic cables, fuel tanks and wastewater tanks, solar panels	3%
Building's other HPAC, electricity and automation equipment and ground source heat pumps, and related systems	6%
Heat pumps and related systems (excluding ground source heat pumps)	9%

Whether damaged property can be repaired or not affects how the amount of loss will be calculated, in the following manner:

- If property that is part of the building's HPAC, electricity and automation equipment can be repaired, the amount of loss is equal to the cost of repair less any applicable reductions that are due to the property's age. However, the maximum amount of compensation is always limited to the replacement value from which any applicable reductions that are due to the property's age have been deducted.
- If property that is part of the building's HPAC, electricity and automation equipment cannot be repaired, the amount of loss is equal to the replacement value less any applicable reductions that are due to the property's age.
- Where property cannot be repaired on account of it being impossible to obtain spare parts in Finland or, at a cost that is reasonable in view of the value of the property, from abroad, the maximum amount of loss is limited to 30 per cent of the replacement value of the property.
- The repair and replacement costs of an individual equipment part are subject to an age reduction that is calculated based on the age of the entire equipment, even if the individual part were newer.

In covered claims for HPAC, electricity and automation equipment, the equipment repair and installation costs, the costs of opening and closing structures necessary to detect the fault and to repair the damage, and the costs of excavation and filling are all subject to the applicable reductions calculated based on the age of the damaged property.

If the costs of opening and closing structures or the costs of excavation and filling were necessary to repair damage caused to the building by the leakage, or if any HPAC, electricity and automation equipment was damaged because of the leakage or in the course demolishing and repairing structures damaged by the leakage, the applicable age reductions will however be determined in accordance with Section 6.3.6.

The reductions set out in Sections 6.3.5 and 6.3.6 of these terms and conditions also apply to those claims made for HPAC, electricity and automation equipment that fall under the scope of movable property insurance, as well as applying to the leak claims that equipment causes.

Leakage Cover does not provide coverage against costs of repair and replacement in respect of any piping, actuators and HPAC, electricity and automation equipment.

6.3.6 Age reductions in building leakage claims

The costs of fault detection and repairs incurred by leakage that affects the structures and permanent fixtures of the building are subject to a reduction determined based on the age of the leaky piping, equipment or tank, beginning from the first year of use, as follows:

Age reductions in building leakage claims		
Age of piping, equipment or tank	Deduction from the amount of loss	Maximum deduction
20–29 years	20%	€3,500
30–49 years	30%	€3,500
50 years and over	50%	€5,000

The deduction is determined based on the age of the leaky piping, equipment or tank at the moment of loss. In respect of leaky junctions, the applicable reduction is determined based on the older pipe section, and in the event of a flooding drain the reduction will be determined according to the age of the blocked drain. Age is calculated from the first year of use. The first year of use is the year in which the item is taken into use, and the first year of use ends upon a new calendar year irrespective of the time of year when the item was taken into use. The year in which loss occurs is also subject to an age reduction. For the maximum deduction amount, see the table.

If a drainpipe with adequate ring stiffness and meeting the ring stiffnesses (SN4 and SN8) laid down in the requirements of generally accepted construction practice has been fixed inside the old drainpipe, age reductions will be calculated from the date on which the drainpipe renovation was completed.

If the drainpipe has been repaired such that it does not have a ring stiffness laid down in the requirements of generally accepted construction practice, the pipe's age at the time of damage will be the age of the original pipe, and the repair that has been made will be ignored when calculating the age reduction.

6.3.7 Compensation for residual value

If the damaged building cannot be restored on account of a valid ban or restriction on building, the residual value of the building will also be compensated. However, any sales price obtainable for the remaining building elements will be deducted from this residual value. The policyholder is required to present proof of the validity of the building ban or restriction and, should the insurer request it, to apply for derogation to restore the building. Should the insurer request it to do so, the policyholder must authorise the insurer to represent the policyholder in any matter pertaining to the application for derogation.

6.3.8 Impact of legislation or official regulation on amount of loss and amount of compensation

If, following changes in legislation or in any mandatory official regulations, the building or building part cannot be rebuilt to the same condition in which it was before loss, the reasonable additional costs arising from these updated regulations that affect the damaged parts of the property will be added to the amount of direct property damage. However, this increase is limited to a maximum of 10 per cent of the amount of loss calculated without these costs. In repair construction projects and in current value compensation, these additional costs will be ignored.

If, on account of any regulation issued by a public authority (such as The Finnish Heritage Agency), a repair construction project cannot employ modern structures and conventional working methods, and building materials that are generally available for sale in Finland, up to 10% in additional costs arising from this deviating design will be eligible for coverage, calculated from the cost of conventional repairs.

6.3.9 Compensating claims for yards and trees of forested plots

Claims for plants at a tended yard are compensated on the basis of the reasonable and necessary expenses of clearance and restoration. Reasonable expenses of transportation and planting are also considered qualifying restoration expenses.

For trees and bushes of tended yards, coverage is equal to three times the acquisition cost of new seedlings. The acquisition cost of seedlings will be compensated according to the nearest equivalent seedling available for sale in Finland.

In respect of trees on forested plots, the coverage provided is equal to the forestry value of the trees, up to a maximum limit of €15/cubic metre. Coverage is not provided for any expected value of trees that is lost or for costs of harvesting and clearance.

The total maximum amount of compensation for the above types of compensation is limited to €10,000.

The reasonable and necessary costs of yard soil restoration are eligible for coverage as follows:

- in oil spills caused by any equipment of the insured building, up to €250,000;
- in other covered claims, up to €10,000.

6.4 Deductibles and other factors considered in calculating amount of compensation

6.4.1 Deductible

In every case of loss, the policyholder is liable for the deductible shown in the policy document, to be deducted from the amount of loss calculated in accordance with these insurance terms and conditions, except in the case of the deviating deductible discussed below. Where loss is caused simultaneously to several subject matters that are insured by the same insurer's property insurance and that are subject to differing deductibles, only the highest deductible will be deducted.

6.4.2 Deviating deductibles

No deductible will be deducted:

- from any costs of limiting and preventing damage;
- if a system, installed at the insured site, that

sounds an alarm or warning (with the exception of fire detectors) in the event of loss functions appropriately and reduces the amount of loss;

- if a drain pan placed under refrigerating equipment, a dishwasher or a washing machine functions appropriately and materially reduces the amount of loss after a leak;
- if the dwelling is broken into through a door locked with a safety lock.

6.4.3 Increased deductibles

In claims for leakage caused by freezing, after deducting the deductible shown in the policy document, a 20 per cent additional deductible is deducted, calculated from the amount of loss for damage covered on the basis of this insurance. However, the additional deductible is limited to a maximum of €5,000. This deduction does not apply if the freezing is caused by of heating system failure or as a result of some other sudden and unexpected event.

6.4.4 Impact of taxation on amount of loss

When calculating the amount of loss in respect of buildings, home contents or other movable property, account will be taken of the applicable legal provisions on taxation, such as those governing the value added tax.

If, under the Value Added Tax Act, the insured is entitled to deduct the tax included in the damage repair costs, in the replacement costs of damaged property or in any other costs that are covered by insurance, compensation will be awarded net of the value added tax included in the costs. All repairs, and all property to be acquired, are provided to and the relevant invoice will be addressed to the insured.

Compensation will be awarded net of the value added tax whenever the damaged property, at the moment of loss, was in use in economic activities that are subject to the value added tax, or if the insured was, under the Value Added Tax Act, entitled to deduct the tax included in the acquisition cost of destroyed or lost property or in the acquisition cost of property that was damaged in some other manner.

6.4.5 Order of deductions

All deductibles and the other deductions and reductions referred to in these terms and conditions or in the General terms and conditions will be calculated on the amount of loss, in the following order:

1. Any possible tax;
2. Reduction based on the property's age (age reduction);
3. Deductible;
4. Any possible reduction of compensation (for example, failure to comply with the safety regulations).

6.5 Forms of compensation

The insurer has a right to compensate for the damaged property either by having it rebuilt or repaired, by paying cash compensation or by replacing it with equivalent property.

6.5.1 Repair

Primarily, all property claims are compensated according to the relevant repair costs. In claims that concern mobile devices, the acquisition cost

of the replacement device is treated as the repair cost. 'Repair' means restoring the property to the condition in which it was before loss. The insurer has a right to have the property repaired by a partner or service provider it approves. Repair costs are determined based on the price at which the insurer could have had the affected property repaired.

6.5.2 Cash compensation

The amount of cash compensation is calculated from the price at which the insurer could acquire equivalent replacement property.

6.5.3 Replacement

Alternatively, the insurer can compensate for loss of and damaged property by obtaining from a partner or service provider it approves equivalent property intended for the same purpose of use to replace property that was damaged or stolen. In this case, ownership of the damaged property transfers to the insurer. Where a party entitled to compensation refuses to obtain equivalent replacement property even if this were possible, the amount of cash compensation will be calculated from the price at which equivalent replacement property could be obtained.

6.5.4 Salvage of property

The insurer has a right to salvage the damaged property or a part thereof at residual value. If the insured recovers their lost property after the payment of compensation, he or she must without undue delay either hand over the property to the insurer or return all insurance compensation that was paid.

6.5.5 Payment of compensation in buildings claims

In buildings claims, the applicable current value compensation is paid first, equalling as high a portion of the compensation amount as is indicated by the ratio of current value to replacement value.

A condition for the payment of replacement value compensation is that the affected building or building part is repaired or that a new equivalent building intended for the same use is constructed on the same land to replace the damaged building within two years of the insured event concerned. If construction is delayed on account of any action taken by public authorities, the length of this delay will be added to the two-year time limit.

The difference between the replacement value compensation and the current value compensation will be paid once the insurer receives the relevant information on the performance of the repair or construction measures on the building and after the current value compensation has been spent on replacement. Replacement value compensation can be paid up to the actual costs incurred. The insured is the only party entitled to replacement value compensation. This entitlement cannot be transferred.

The insurer has a right to have the property repaired or built by a partner it approves. The costs are determined according to the price at which the insurer could have had the damaged subject matter repaired or built.

6.5.6 Compensation for mortgaged property

Where there is a confirmed mortgage of property on the damaged property to secure a debt, compensation will in the first instance be paid to the mortgagee. However, instead of the mortgagee, this compensation can be paid to the insured if the mortgagee consents to this or if the insured is entitled to the compensation under the provisions laid down in the Code of Real Estate.

7 Premium and indexation

7.1 Factors affecting premium

The factors that affect the premium charged for home insurance include the policyholder's age and place of residence, together with the characteristics of the subject matter of insurance shown in the policy document, such as age, location, dwelling surface area, building surface area and technical characteristics, purpose of use, scope of insurance cover, and amount of the deductible. The factors that affect the premium vary depending on the subject matter insured.

The insurer has a right to adjust the premium upon a new insurance period following changes in the policyholder's age and in the age of the subject matter of insurance, to better reflect the statistical risk of damage. For the other situations where the insurer has a right to adjust the premium, see the General terms and conditions.

7.2 Indexation

In insurance of buildings, the premiums and the maximum compensation amounts are adjusted annually upon a new insurance period by applying an index. Indexation is effected based on the point figure of June of the preceding calendar year. For construction developments, the index used is the building cost index. Coverage is provided in accordance with the maximum compensation amounts effective at the moment when an insured event occurs.

8 Luggage Cover for international travel

Home insurance contains the Luggage Cover for international travel if this is specifically agreed and shown in the policy document.

8.1 Validity of insurance

In travel outside Finland, this insurance is in force for 12 months from the commencement of travel.

The validity of the Luggage Cover that is provided under home insurance is subject to valid household goods insurance. Luggage Cover for international travel always needs to be in force before the trip starts. When household goods insurance ends, the Luggage Cover for international travel will also terminate.

8.2 Definition of travel

For the purposes of these terms and conditions, 'travel' means a journey to outside Finland that commences in Finland at the insured's home, workplace, place of study or holiday home and ends at any of these locations.

If the insured is staying outside Finland and travels to Finland for a period of not longer than 30 days with the intention to return to the same destination abroad, this will be treated as uninterrupted stay outside Finland and not as separate journeys.

8.3 Subject matters of insurance, and exclusions

The Luggage Cover provides coverage against direct physical loss of and damage to household goods that the insured takes with them on their travel when such loss or damage is caused during the validity of insurance. Additionally, it also provides coverage against the costs specifically mentioned in the terms and conditions.

In addition to passports and travel tickets, the subject matters of insurance consist of the property that the insured takes with them on their travel, as well as including any property acquired during travel that is comparable to household goods. The Luggage Cover does not provide coverage for any property rented or borrowed during travel outside Finland.

In aggregate, per insured event, luggage is insured up to the maximum compensation amount shown in the policy document. This maximum compensation amount also includes luggage kept in a motor vehicle, caravan or some other trailer, or in a boat or tent.

Money and payment instruments are included in luggage up to €500. However, money and payment instruments are not eligible for coverage if they are stolen from a motor vehicle, caravan or some other trailer, or from a boat or tent.

The Luggage Cover is subject to Sections 4.1 and 4.2 of the Home insurance terms and conditions.

8.4 Perils insured

8.4.1 Sudden and unforeseeable property damage

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

8.4.2 Delayed luggage and other extra costs

Where 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, the acquisition costs of necessities will be covered by this insurance up to a maximum total of €2,000 per insured event, however only up to the Luggage Cover maximum compensation amount shown in the policy document.

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

Coverage of these expenses will be awarded on production of supporting documents.

Additionally, this insurance also provides coverage for the following:

- reasonable 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 to renew a passport, visa or travel tickets.

Maximum coverage of the above expenses is limited to €500 per covered incident. This insurance does not provide coverage of any costs of meals.

8.5 Exclusions

All luggage claims are subject to the exclusions laid down in Section 5.3 of the Home insurance terms and conditions.

8.6 Indemnification regulations

All luggage claims are subject to the coverage conditions laid down in Section 6.2 of the Home insurance terms and conditions.

Where the same insurance contract includes the Premium Plus cover for household goods, the age reductions applicable to luggage claims will also be subject to Section 5.2.1 of the terms and conditions.

8.7 Deductible

For every insured event, in respect of the amount of loss, the insured is liable for the deductible shown in their policy document.

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

8.8 Luggage safety regulations

All luggage claims are subject to the safety regulations laid down in Section 2 of the Home insurance terms and conditions.

Private liability insurance

1 Purpose and validity of insurance

Liability insurance provides coverage against bodily injuries and property damage eligible for coverage under this insurance caused to third parties for which the insured is held legally liable for compensation. Coverage is provided in accordance with these terms and conditions and the General terms and conditions. In claims eligible for coverage under these liability insurance terms and conditions, the insurer will also investigate the criteria and amount of the claims presented to the insured and will take care of litigation if legal proceedings are initiated to settle the claim.

This insurance is in force worldwide, however outside the borders of Finland for a maximum of 12 months from the commencement of travel. This insurance is in force only in Finland if the insured's permanent residence is not in Finland.

Any possible extensions of insurance cover are in force in insured events that occur after the date on which the relevant change was effected. 'Extension of insurance cover' means that the sum insured is increased or some other special condition is introduced into the policy.

2 Insureds

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

Additionally, this insurance also provides coverage for the policyholder's or the insured's underage children who do not live at the insured location on a permanent basis, whenever these children are staying with the insured.

In policies taken out by estates in co-ownership, the following persons are the insureds:

- the persons who, at the policyholder's death, were living in the same household with him or her on a permanent basis, unless they have their own insurance;
- the other estate beneficiaries in insured events that relate to the ownership, possession or use of any immovable or movable property insured by this home insurance.

3 Perils insured and related exclusions

3.1 What is covered by liability insurance?

This insurance provides coverage against bodily injuries and property damage caused in a private capacity to third parties if discovered during the validity of insurance and if the insured is held legally liable for compensation for the injury or damage caused.

3.2 Losses caused by child

This insurance provides coverage against claims caused by an insured child even where the child due to his or her age cannot yet be held liable for compensation.

However, this insurance does not provide coverage against any 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.

3.3 Losses caused by dog

Regardless of any fault on the part of the insured, this insurance provides coverage against bodily injuries caused by a dog that the insured owns, as well as against loss that the dog causes in a direct collision with a motor vehicle.

However, this insurance does not provide coverage against any losses for which the dog's minder or some other party other than the insured is held liable for compensation, and it also does not cover any losses caused to the dog's minder or to anyone living in the same household with that minder.

3.4 Claims for dwelling, immovable property, holiday home, or accommodation premises

This insurance provides coverage against losses caused through the ownership, possession or maintenance of the insured's permanent residence or immovable property or through the ownership, possession or maintenance of a holiday home or leisure property situated in Finland that is in the insured's own use.

This insurance provides coverage against the insured's compensation liability that arises out of damage inflicted suddenly on the structures of a condominium unit, rental unit or leased leisure property used as the insured's and their family's permanent residence or holiday home.

However, this insurance does not provide coverage against any losses caused:

- to the surface coverings or permanent fixtures of the insured's permanent residence, holiday home or any accommodation premises that the insured uses during travel;
- to property that, under the Limited Liability Housing Companies Act, the insured is responsible for maintaining as the owner of the shares conferring possession of the dwelling;
- due to poor maintenance or wear and tear of the dwelling, or for some other reason that is not sudden;
- to a detached house or some other similar building that is in the insured's permanent residential use.

4 Cover restrictions and exclusions

4.1 Loss inflicted on self or on employee

This insurance does not provide coverage against losses that are caused to:

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

4.2 Contractual liability

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

4.3 Known risk of damage

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

4.4 Property held, borrowed or handled by or in care of the insured

This insurance does not provide coverage against any losses in respect of property that is in the possession of or on loan to the insured when the act or negligence that causes loss occurs.

This insurance does not provide coverage against any losses inflicted on property that, when the act or negligence that causes loss occurs, is:

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

4.5 Ownership and possession of immovable property or condominium unit

This insurance does not cover loss or damage caused by

- ownership,
- possession,
- maintenance, or
- letting activity

of any other immovable property, building, rental or condominium unit or part of immovable property than the insured's permanent residence or the insured's holiday home or leisure property situated in Finland that is in the insured's personal use.

4.6 Traffic accidents, and watercraft and aircraft

This insurance does not provide coverage against losses that are caused through the:

- use of a motor vehicle or a motor-driven device in traffic. The concept of 'use in traffic' is defined in the Motor Liability Insurance Act or in a corresponding foreign act;
- use of motorised or sailing watercraft with a power of more than 15kW (20hp) or having a length of over 5.5 metres;
- use of aircraft for aviation when the insured 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.

4.7 Groundwater, and quarrying, piling and blasting work

This insurance does not provide coverage against losses that are caused by:

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

4.8 Environmental damage, and losses from moisture and flooding

This insurance does not provide coverage against losses that are caused by:

- contamination to or some other effect on soil, buildings, water abstraction facilities, lakes, 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 coverage against sudden losses that are due from the insured's random or single error or neglect or from any failure or defect that is caused suddenly and unforeseeably to a building, facility or equipment for any reason that is based on the insured's compensation liability. A further condition is that loss that arises for a reason satisfying the above conditions occurs suddenly, unforeseeably and quickly and is not based on any delayed, gradual impact or continuing activity or neglect or events recurring in some other manner.

4.9 Gainful activity, trade or business

This insurance does not provide coverage against losses:

- which the insured causes in employed work, in any independent, self-employed profession, trade, business or gainful activity, in other activity carried out for the purpose of obtaining income or in on-the-job training;
- caused to property that is related to the insured's gainful activity or on-the-job training.

4.10 Intent or gross negligence

This insurance does not provide coverage against any losses that the insured causes with intent.

Compensation can be reduced or it may be refused altogether if the insured 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.

This paragraph does not apply to claims caused by insureds who are under 12 years old.

4.11 Brawl, assault or some other criminal offence, or fine

This insurance does not provide coverage against any of the following:

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

4.12 Other liability insurance

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

5 Settlement of claims

5.1 Insurer's obligations

Once a claim covered by this insurance which exceeds the applicable deductible is reported to the insurer, it will determine whether the insured is liable for compensation, while also negotiating with the claimant.

When the insurer is prepared to enter into an agreement with the injured party on the payment of compensation from this insurance, subject to the applicable maximum compensation amounts, it will notify the insured of this. If the insured will not accept the

agreement, the insurer is not liable to pay any more compensation. The insurer is also not under an obligation to cover any costs that are incurred after this notification, or to investigate the case any further.

5.2 Insured's obligations

The insured must strive to ensure that the insurer is afforded an opportunity to assess the amount of loss and to settle the case amicably. If the insured covers the losses personally, 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.

The insured is 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.

6 Indemnification regulations

6.1 Damages

Subject to the exclusions laid down in the policy document and in any special conditions, this insurance provides coverage for the damages that the insured is held liable to pay. The amount of damages will be determined in accordance with the legal practice and provisions governing the awarding of damages.

6.2 Expenses from preventing imminent risk of damage

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

6.3 Settlement expenses and legal expenses

This insurance provides coverage for the reasonable and necessary expenses arising from claim settlement. However, this insurance does not provide coverage of any settlement expenses incurred to the insured that, under the insurance terms and conditions, the insured is liable to pay out of pocket, or that 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's behalf, as well as covering the necessary and reasonable legal expenses arising from this. Unless the insured 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 will only cover the proportion of the expenses of the relevant claim which falls within the scope of the insurance.

Reimbursement for legal expenses will be 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 will be 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.

6.4 Sum insured, deductible, and value added tax

Including all settlement expenses and legal expenses, the maximum total of all reimbursements and compensation payable based on a single case of loss is limited to the sum insured shown in the policy document. Multiple losses caused by the same event or circumstance will be 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 will be 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, the insured is liable for the deductible shown in their policy document.

However, deviating from what is recorded in the policy document, incidents where covered damage results because the flow of water into the floor outlet or the drain is prevented due to an obstacle on top of the drain are subject to a deductible of 20 per cent of the amount of loss, but in any case always at least the deductible shown in the policy document and not more than €20,000.

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

6.5 Liability in solidum

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

7 Lessor's and property owner's extension

Where expressly agreed and indicated in the policy document, a lessor's and property owner's liability extension may have been linked to a Private liability insurance policy. In that case, in deviation of Section 4.5 of the Private liability insurance terms and conditions, this insurance provides coverage also against losses that relate to the ownership, possession and maintenance of a leased-out condominium unit or residential immovable property.

Any possible extensions of insurance cover are in force in insured events that occur after the date on which the relevant change was effected. 'Extension of insurance cover' means that the sum insured is increased or some other special condition is introduced into the policy.

In other respects, the Private liability insurance terms and conditions apply.

Private legal expenses insurance

1 Purpose of insurance

The purpose of private legal expenses insurance is to provide coverage for the insured's necessary and 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 4. Coverage is provided in accordance with these terms and conditions and the General terms and conditions.

The insured is covered by this insurance for matters that concern private life.

2 Insureds

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

In policies taken out by estates in co-ownership, the following persons are the insureds:

- the estate beneficiaries who on a permanent basis live at the insured location determined for the home insurance policy, as well as anyone living in the same household with them on a permanent basis, unless they have their own insurance;
- the other estate beneficiaries in insured events that relate to the ownership, possession or use of any immovable or movable property insured by this home insurance.

This insurance does not provide coverage of expenses that the insured incurs in cases that are between any of the insureds of this insurance. However, in claims that concern the ownership, possession or use of any immovable or movable property that is insured by this home insurance, the costs of anyone living at the insured location on a permanent basis will be eligible for coverage when the other estate beneficiaries who live elsewhere are the opposing party.

3 Courts of law and territorial limits

The insured can take advantage of this insurance in insured events which can be directly referred to a district court in Finland or to a corresponding Nordic court.

This insurance does not provide coverage of any expenses in cases that come before the administrative authorities or special courts, such as the Administrative Court, the Insurance Court, an Environmental Permit Authority, or the Supreme Administrative Court. This insurance also does not provide coverage of 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.

4 Perils insured

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 the 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 the insured is the injured party in the case.
- criminal prosecution or continuing a criminal prosecution against the insured, 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.

4.2 Validity of insurance

This insurance provides coverage against the insured events that arise during the validity of insurance. If an insurance policy has been in force for less than two years when an insured event arises, the factors on which any dispute, claim or criminal prosecution is based must have occurred during the validity of insurance.

The period of validity of insurance includes all the time which this insurance, alone or consecutively together with any other expired legal expenses insurance policies with equivalent content, has been in force without interruption with respect to the insured, with one or several insurers. However, where several legal expenses insurance policies are active when an insured event occurs, the period of validity of insurance is deemed to include this insurance only.

Where extensions of insurance cover have been in force for less than two years when an insured event occurs, the extensions of insurance cover are in force only in respect of insured events which occur after the date on which the relevant change took effect, on the condition that the cause of the insured event also occurs after the relevant extension was introduced into the policy. 'Extension of insurance cover' means that the sum insured is increased or that a special condition on the coverage of the opposing party's expenses, or some other special condition, is introduced into the policy.

4.3 Single insured event

Matters will be considered to constitute a single insured event whenever:

- two or more insureds of this insurance are on the same side in a dispute, a criminal case or a non-contentious civil case; or
- the insured has pending several disputes, criminal cases or non-contentious civil cases which are based on the same event, circumstance, legal act, or tort.

5 Exclusions to insured events

5.1 Earning of income, and ownership

This insurance does not provide coverage for any expenses that the insured incurs 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 activities in which another insured 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 the dispute or at investment exceeds €100,000;
- c) that concern a guarantee, a 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 any immovable property, parts of immovable property, building, condominium unit or rental unit other than the insured's permanent residence or other than the insured's own-use holiday home situated in the Nordic countries. No coverage is provided for any expenses that the insured incurs in cases which concern any renting or leasing of immovable property, building, dwelling, unit or a section thereof in which the insured is a party in the capacity of lessor;
- f) that concern co-ownership or the dissolution of co-ownership.

5.2 Criminal cases

This insurance does not provide coverage for any expenses that the insured incurs in cases:

- a) that concern a criminal prosecution or a civil claim, conducted by the public prosecutor against the insured, which the injured party presents against the accused insured pending such criminal prosecution. Where the prosecutor discontinues the criminal prosecution against the insured under specific rules governing it, the insured's legal expenses will also not be eligible for coverage if the injured party brings criminal proceedings against the insured;
- b) that concern a civil claim presented against the insured where the claim is based on an act that has given rise to the insured'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 the insured where the 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.

5.3 Family matters and inheritance

This insurance does not provide coverage for any expenses that the insured incurs in cases:

- a) that concern divorce or the termination of a registered life partnership, or that concern 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 an unregistered life partnership;
- b) that concern custody, maintenance or the living arrangements of, or rights of access to, children. However, coverage of expenses is provided for one insured event per three (3) years where all of the following criteria are met simultaneously:
 - the matter is not dealt with for the first time or in connection with the cessation or dissolution of a marital link or a relationship;
 - the claims are based on changing a valid and enforceable agreement or court ruling upheld by the relevant authority;
 - the other conditions determined in the insurance terms and conditions.

This insurance does not provide coverage against any enforcement relating to these matters.

- c) that concern the appointment or removal of a guardian, a trustee, an executor or an administrator.

5.4 Financial matters

This insurance does not provide coverage for any expenses that the insured incurs 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.

5.5 Other exclusions

This insurance does not provide coverage for any expenses that the insured incurs in cases:

- a) where the contestation of the claim cannot be proved;
- b) that are insignificant to the insured;
- c) that are between any of the insureds of this insurance. However, under insurance taken out by an estate in co-ownership, in claims that concern the ownership, possession or use of any immovable or movable property that is insured by this home insurance, the costs of anyone living at the insured location on a permanent basis will be eligible for coverage when the other estate beneficiaries who live elsewhere are the opposing party.
- d) that relate to a claim that was transferred to the insured, unless the dispute arises more than two years after the transfer;
- e) that relate to a restraining order;
- f) where it is contested whether the expenses arising from the insured event which the insured reports are eligible for reimbursement under this legal expenses insurance either wholly or in part;

- g) the costs of which are reimbursed to the insured from liability insurance, travel legal expenses insurance or from any 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.

6 What to do after an insured event

6.1 Loss report

If the insured 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 will send the insured a claim settlement decision.

6.2 Appointing an attorney

The insured 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 will be payable if the insured does not appoint an attorney at all or appoints an attorney other than an attorney described above.

6.3 Cost claim to opposing party

In cases that have progressed to a main hearing at a district court, and in any arbitration, the insured must demand the opposing party to cover the insured's legal expenses in full. If the insured, 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 the court, reimbursement can be reduced or it may be refused 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 by the mediation proceedings.

6.4 Approval of expenses

The insured does 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 the insured pays any of his or her legal expenses out of pocket, the sum paid will not be binding on the insurer when assessing whether the expenses are reasonable.

7 Indemnification regulations

7.1 Sum insured

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

7.2 Deductible

All reimbursable expenses are subject to the deductible shown in the policy document.

7.3 Covered expenses

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

7.3.1 In disputes and non-contentious civil cases

The attorney's expenses, and expenses for the presentation of evidence, insofar as the case does not concern litigation expenses, where a case is subject to judicial mediation, this insurance will also provide coverage of the insured's portion 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 relevant authorities, or on a decision passed in any discharge of duties, expenses will be 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.

7.3.2 In criminal cases

Insured as injured party

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

Insured 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 the insured when the public prosecutor has decided to discontinue or terminate the criminal prosecution.

This insurance does not provide coverage for any expenses in cases that concern a criminal prosecution which the public prosecutor conducts against the insured. No coverage is provided even where a court later dismisses the charges and exempts the insured from penalties.

7.4 On appeals to the Supreme Court

If an appeal to the Supreme Court is subject to leave to appeal, this insurance will provide coverage for the costs of appeal only if such leave is granted. The costs of any extraordinary appeals will be covered only if the Supreme Court accepts the complaint, annuls the judgment or provides restitutio in integrum.

7.5 Collective interest

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

8 Amount and calculation of compensation

The legal expenses covered by this insurance will be 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 will also be awarded with reference to the expenses usually awarded or paid in comparable cases.

In respect of the expenses of an attorney, this insurance will cover the reasonable fee for the attorney's work as well as the necessary expenses. When determining the reasonableness of fees and expenses, account will be 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 can be covered up to the costs which the court orders the insured's opposing party to pay, unless the court expressly holds, by virtue of the reasons set out in its judgment, that the insured is to bear the costs in part or in full.

However, the maximum amount of covered expenses cannot be higher than the cost claim presented by the insured to his or her opposing party.

If the monetary value of the benefit at issue can be determined, the maximum reimbursable expenses will be limited to the benefit at issue multiplied by two, subject to the limits of the sum insured shown in the policy document, or if the matter in dispute concerns a recurring payment, in assessing the amount of reimbursable expenses they are not to exceed the lump-sum benefit at issue multiplied by ten. When assessing the amount of a benefit, any claims for interest expenses and those for legal expenses will be ignored.

9 Expenses not covered by insurance

This insurance does not provide coverage against any of the following:

- a) the opposing party's legal expenses that the insured is ordered or agrees to pay, unless this is expressly agreed and shown in the policy document. However, the opposing party's legal expenses that the insured is ordered to pay will be reimbursed on the same terms as the insured's own legal expenses:
 - when the insured is assisted in litigation by the Consumer Ombudsman or his or her employee, and the insured's case is important in view of the implementation of the law and the general interest of consumers;
 - when the insured's opposing party, in the main, fails to comply with a decision issued by the Consumer Disputes Board, the Insurance Complaints Board or some other equivalent body that essentially favours the insured;
- b) any expenses arising from the enforcement of a judgment or a decision;
- c) the insured's 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 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 the court dismisses on the ground of delay;
- g) costs incurred from any measures taken prior to the insured event in question or from any preliminary investigation of the case. However, the cost of investigations conducted and evidence gathered prior to the insured event will be covered by insurance if the investigation is used as evidence.

- h) costs which the insured or his or her attorney incurs through not appearing before the court, through failing to comply with orders given by the court or through presenting a submission which they have known or which they should have known to be groundless, or which they otherwise incur by prolonging the criminal proceedings intentionally or through negligence;
- i) costs of litigation or appeals which the insured 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 a mediator;
- k) fees or expenses of a guardian, a trustee, an executor or an administrator;
- l) costs of seeking public legal aid.

10 Other indemnification regulations

10.1 Time of payment of compensation

The insurer will reimburse the insured'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 reimbursement after each level of court. In addition, the insurer may at its discretion exceptionally pay reimbursement 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.

10.2 On opposing party's reimbursement of expenses

- a) Any reimbursement of expenses that the insured's opposing party is ordered or undertakes to pay the insured 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 any reimbursement of expenses which remains unpaid upon the payment of insurance reimbursement, the insured is liable, before payment of any reimbursement, to transfer his or her right to this reimbursement to the insurer up to the amount of the insurance reimbursement. For reimbursement payment purposes, the insured must also submit an enforceable judgment. If it has been necessary for the insured to pay some of his or her expenses out of pocket by reason of the expenses exceeding the maximum compensation shown in Section 7.1, the insured is liable to transfer to the insurer the portion of the opposing party's reimbursement of expenses which exceeds the out-of-pocket element paid by the insured.
- c) If the reimbursement of expenses that the insured's opposing party is ordered or undertakes to pay is paid to the insured, or if the insured otherwise claims it to his or her benefit, the insured is required to return to the insurer this reimbursement of expenses, with interest, up to the amount of the insurance reimbursement paid.

11 Opposing party's legal expenses cover

Where expressly agreed and indicated in the policy document, the Opposing party's legal expenses cover can be linked to a Private legal expenses insurance policy.

11.1 Purpose of insurance

In deviation of Section 9 (a) of the Private legal expenses insurance terms and conditions, this insurance provides coverage, on the same terms as those applied to the insured's own legal expenses, for the legal expenses, other than the opposing party's settled legal expenses, that the insured is ordered to pay in a final decision by the court.

The opposing party's legal expenses can be covered up to the maximum amount shown in the policy document. It is not possible to use the maximum compensation amount determined for the opposing party's legal expenses towards the insured's own legal expenses.

11.2 Validity

If the extensions of insurance cover have been in force for less than two years when an insured event occurs, the extensions of insurance cover are in force only in respect of insured events occurring after the date on which the relevant change took effect, on the condition that the cause of the insured event has also occurred after the extension made to the policy. 'Extension of insurance cover' means an increase of the sum insured or adding to the policy a special condition concerning the coverage of the opposing party's expenses or some other special condition.

11.3 Other terms and conditions

In other respects, the Private legal expenses insurance terms and conditions apply.

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.

