

# Health insurance

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## Health insurance

Insurance contracts are composed of the insurance policy, these insurance terms and conditions and the General terms and conditions for private customers.

The insurance policy shows the unique details of the associated insurance contract, such as the insured persons, the scope of insurance cover, any individual exclusions, the sums insured, the maximum compensation, the deductibles, and an indication of when each insurance cover ends.

An individual insurance contract is subject to the sections of these insurance terms and conditions which concern the insurances and covers shown in the insurance policy in question. Additionally, all insurance contracts are subject to the General terms and conditions.

Health insurance is an insurance package for which policyholders can include one or several covers. Policyholders can build their Health insurance policies based on the following covers.

The Medical treatment expenses cover for accident is the main basis for the covers against illness and accident. Travel insurance is composed of Traveller's insurance and Luggage insurance, according to what the policyholder selects when taking out the policy.

### Medical expenses insurance

Unborn child cover

Medical treatment expenses cover for illness

Limited medical treatment expenses cover for illness

### Accident insurance

Medical treatment expenses cover for accident

Sports cover

Extended accident cover

Daily allowance cover

Accidental permanent disability

Accidental death

### Travel insurance

Traveller's insurance

- medical treatment expenses cover for traveller
- travel cancellation cover
- travel interruption cover
- missed departure cover

Luggage insurance

- luggage insurance
- travel liability insurance
- travel legal expenses insurance

Your policy document shows the insurances you have selected and the covers that are linked to them. Additionally, you can include Accidental permanent disability, Accidental death and the Daily allowance cover to supplement Traveller's insurance.

## 1 Entry into force of insurance cover

### 1.1 Commencement of LocalTapiola's liability

LocalTapiola's liability commences and insurance cover takes effect no sooner than on the day on which a written insurance application for insurance cover is issued or submitted to LocalTapiola. However, liability may also commence later if otherwise agreed.

Our decision whether to grant the Medical treatment expenses cover for illness is based on a health declaration. If cover can be granted, LocalTapiola will send the policyholder the invoice and the policy document, which shows any possible individual exclusions. The policyholder accepts the cover by paying the invoice on the due date or sooner, in which case LocalTapiola's liability for the Medical treatment expenses cover for illness commences from the date on which the application and the health declaration were submitted.

### 1.2 Unborn child cover

The Unborn child cover includes the right to have the Medical treatment expenses cover for illness and the Medical treatment expenses cover for accident, and optionally also the covers against Accidental disability and Accidental death, take effect from the child's birth. The application for the Unborn child cover must be filed before the child's birth. Our decision whether to grant the Unborn child cover is based on the mother's health declaration, in which the mother personally provides information about her health.

A condition for the entry into force of the covers is that the child must be born alive. A newborn who after birth, that is after complete expulsion or extraction from its mother, regardless of the gestational age, breathes or shows any other evidence of life, such as beating of the heart, pulsation of the umbilical cord or movement of voluntary muscles irrespective of whether the placenta has separated or whether the umbilical cord has been cut, is regarded as born alive.

## 2 Insureds and recipients of compensation

### 2.1 Insureds

The insured is the person named in the policy document.

The insured must reside in Finland on a permanent basis and must hold a valid Kela (health insurance) card as an indication that he or she is covered by the Finnish residence-based social security system. If the insured annually stays outside Finland for more than six months of the calendar year, the insured is not considered to reside in Finland on a permanent basis. When granting insurance cover for an unborn child, the mother must be permanently resident in Finland and she must be in possession of a valid Kela card. The insured is required to inform LocalTapiola without undue delay if the insured's coverage by the Finnish residence-based social security system is affected or if the insured's Kela card is no longer valid.

Traveller's insurance also provides cover for the insured's:

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

who are under 18 years old and travel with the insured, even where they are not named in the policy document.

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

Additionally, this insurance provides cover for children who are under 18 years old and travel with an adult named in the policy document also when they are not that adult's own children if the children permanently reside in the same household with that adult.

However, persons who are under 18 years old and travel with the insured can at any one time be insured under only one LocalTapiola traveller's insurance policy.

Luggage insurance provides cover for the policyholder and anyone who resides actually and permanently in the same household with the policyholder. The address recorded in the population information system is treated as the insured's permanent residence. This insurance also provides cover for the policyholder's or the insured's underage children who do not permanently reside at the insured address, whenever these children reside or travel with the insured.

## 2.2 Insured's next of kin

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

- spouse or unmarried partner;
- the insured's own children and grandchildren, and the children and grandchildren of the insured's spouse or unmarried partner;
- any children who reside permanently in the same household with the insured and are not the insured's own children;
- the insured's own parents and grandparents, and the parents and grandparents of the insured's spouse or unmarried partner;
- siblings, half-sisters and half-brothers;
- daughter-in-law and son-in-law;
- one travel companion with whom the insured booked the trip for the two of them;
- farm relief worker;
- informal carer;
- up to one person notified in advance on a trip basis;
- the person responsible for an under-18-year-old during travel and that person's next of kin, when the under-18-year-old is travelling with someone other than his or her own family.

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

## 2.3 Recipient of compensation, and beneficiary

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

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

If the beneficiary designation is in force, the insurance compensation payable for the insured's death is not part of the insured's estate.

Beneficiary designations, and any cancelled or changed beneficiary designations, are null and void if they are not notified to the insurer in writing.

## 3 General information on cover

### 3.1 LocalTapiola's right to determine the place of treatment

LocalTapiola may require the insured to contact LocalTapiola in a manner which it specifies before seeking any medical examination or treatment. LocalTapiola has a right to determine the place where the insured's medical examination and treatment procedures are to be provided.

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

### 3.2 Claiming for compensation

A claim for compensation must be made with LocalTapiola within one year of the day on which the claimant becomes aware of the validity of cover, of the insured event and of the loss, damage or injury that derives from it. In any case, a claim for compensation must be presented within 10 years of the insured event or of the resulting loss, damage or injury. If no claim is presented within this time period, the claimant will forfeit their entitlement to compensation. Any late claims for expenses will not be accepted.

Unless otherwise agreed, the claimant is required to pay their medical treatment expenses out of pocket and in respect of them to claim from the Social Insurance Institution of Finland (Kela) the reimbursement set out in the Health Insurance Act. In travel claims that arise outside Finland and that are managed by LocalTapiola Travel Emergency Service, the insured is required to issue LocalTapiola a power of attorney for Kela for the purpose of claiming the reimbursement set out in the Health Insurance Act. If entitlement to the reimbursement set out in the Health Insurance Act is extinguished on account of failure to comply with the applicable time limit, or for some other reason, LocalTapiola will deduct from the reimbursement payable the portion that would have been paid under the Health Insurance Act.

If the insured is entitled to reimbursement of medical treatment expenses under an act other than the Health Insurance Act, such as under the Workers' Compensation Act, the Workers' Compensation Act for Self-employed Farmers, the Motor Liability Insurance Act, the Basic Education Act or the Patient Insurance Act, reimbursement must first be claimed under that act. Regarding expenses for which no reimbursement was paid by operation of law, a claim settlement decision or an equivalent document must be submitted to LocalTapiola.

### 3.3 Payment of compensation

Expenses incurred to the insured from covered insured events are reimbursed on presentation of the original invoices or receipts. This insurance covers only expenses that refer to the insured's medical treatment.

A condition for the payment of compensation is:

- in medical expenses insurance policies, that cover must be in force when the medical treatment expenses are incurred;
- in accident insurance policies, that cover must be in force without interruption both when the accident occurs and when the expenses are incurred;
- in travel insurance policies, that cover must be in force when the insured event occurs.

Additionally, in health insurance policies, a condition for the payment of medical treatment expenses is that the insured must have a valid Kela (health insurance) card at the moment when the medical treatment expenses are incurred.

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

For medical treatment expenses to qualify for cover, it is a requirement that the examination, treatment, procedure and medication are ordered by a doctor and that they are, according to generally accepted medical practice, considered necessary for the medical examination or treatment of the illness, disease or accident in question, as well as being commonly employed in healthcare in Finland. The medical treatment expenses must be reasonable. Should any expenses be clearly above the general national price level, they will be covered only to the extent reflecting the general national price level.

Health insurance includes cover for the reasonable cost of medical investigations and medical statements if they are requested by LocalTapiola for claim settlement purposes.

### 3.4 Limitations of cover

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

Health insurance does not provide cover for any of the following:

- medical treatment expenses, work incapacity, handicap or death from complications whenever the complication relates to any medical examinations or treatments which are excluded from cover;
- alternative treatment solutions that are not generally approved under the medical treatment principles and that are not evidence-based;
- insured events which the insured causes intentionally;
- aggravation or prolonged healing of an illness, disease or accidental injury if this is a result of neglected medical treatment;
- medical treatment expenses which another insurer covers, or the deductibles charged for those expenses.

Under the General terms and conditions, cover can be reduced if the insured or some other party entitled to insurance compensation contributes to the illness, injury or incident through gross negligence. Cover can be reduced if the insured or some other party entitled to insurance compensation causes an insured event intentionally.

## 4 Validity of Health insurance

### 4.1 Territorial limits and period of cover

Health insurance is in force throughout the world round the clock in the course of work and in leisure time.

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

#### 4.1.1 Medical expenses insurance and accident insurance

Covered medical treatment expenses of illnesses include only examinations and treatment provided in Finland.

Covered medical treatment expenses of accidents also include expenses of examinations and treatment provided outside Finland, in compliance with Section 9.3. However, medical treatment expenses will not be reimbursed and a daily allowance will not be paid for any accidents that occur more than 12 months after the date on which the stay outside Finland started.

An uninterrupted journey or an uninterrupted stay outside Finland is not considered to be interrupted by a visit to Finland which lasts fewer than 30 days if after this the intention is to return to the same destination outside Finland.

#### 4.1.2 Travel insurance

Travel insurance is in force throughout the world during travel that commences in Finland. An insurance contract should always be concluded before the commencement of travel.

In respect of travel that has commenced, insurance cover ends after three months or after the time period shown in the policy document, even if the travel continues. A change to continue cover must be made before the original period of travel expires.

An uninterrupted journey or stay outside Finland is not considered to be interrupted by a visit to Finland which lasts fewer than 30 days if after this the intention is to return to the same destination outside Finland.

### 4.2 Validity in sports activities

Health insurance is in force when a person engages in sports activities for the purpose of maintaining their own physical fitness.

In respect of insureds who are under 18 years old, cover is in force in all sports activities, with the exception of the professional sports shown under Section 4.2.2.

By separate agreement and subject to an additional fee, for insureds aged 18 years or older, the Medical treatment expenses cover for accident and the Medical treatment expenses cover for traveller can also be extended to cover:

- the competitive sports shown under Section 4.2.3;
- some of the risky sports and functions shown under Section 4.2.4.

It is not possible to take out Health insurance to insure any professional sports.

With respect to the Medical treatment expenses cover for illness, the Limited medical treatment expenses cover for illness, Accidental permanent disability and Accidental death, Health insurance is in force in competitive sports and risky sports if the covers have been selected for the policy. In professional sports, these covers are not in force.

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

Cover is not in force in any hobby sports that are subject to a requirement of a licence or similar.

#### 4.2.1 Limitations of validity in sports activities

In respect of anyone aged 18 years and older, cover is not in force in the:

- professional sports shown in Section 4.2.2;
- competitive sports shown in Section 4.2.3;
- risky sports and functions shown in Section 4.2.4 or when trying any related functions on a one-off basis.

In respect of anyone aged 18 years and older, cover is not in force in any training organised specifically for the above sports activities or during other training included in the training programme or during training appropriate to a sport. Other training appropriate to a sport means training which takes place in the form of exercises that are supplementary to the actual sport and practised as part of preparation for competitions or matches.

#### 4.2.2 Professional sports

Health insurance is not in force in any professional sports. Professional sports are individual and team sports which athletes practise as a professional activity and in which, for their performance, they are paid a wage or some other consideration or benefit that is more than the sum laid down in the Act on Athletes' Accident and Pension Cover, or for which they are obligated to take out the insurance laid down in the Act on Athletes' Accident and Pension Cover.

#### 4.2.3 Competitive sports

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

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

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

#### 4.2.4 Risky sports and functions

In respect of anyone aged 18 years and older, cover is not in force without separate agreement in any risky sports or when trying the sports on a one-off basis.

The following sports are considered risky sports and functions:

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

#### 4.3 Termination of cover

The termination age of the Health insurance covers is shown in the policy document. Section 15 of the General terms and conditions discusses the termination of insurance contracts in more detail.

If the policyholder is a person other than the insured, an adult insured has the right to terminate his or her in-force insurance cover or to transfer it within the same company to another equivalent policy by notifying LocalTapiola of this in writing. In respect of a cover that is terminated or transferred, the policyholder does not have the right to keep cover in force.

#### 4.4 Criminal activity, nuclear damage, and war

Health insurance does not provide cover against claims caused by:

- the insured's criminal activity;
- the impact of a weapon or device that is based on a nuclear reaction or ionising radiation and that injures masses of people;

- nuclear damage as described in the Nuclear Liability Act, or by damage caused by a material, device or weapon that is based on a nuclear reaction, regardless of where the damage occurs;
- war, rebellion, riot, armed conflict or similar, or service in a peacekeeping operation or other military action organised by the United Nations, the European Union or some other entity. Where the insured embarks on international travel before the armed action commences and does not participate in it personally, this section applies only after 14 days from the commencement of the armed action. If the insured personally takes part in the armed action or where there is a major war, this exclusion applies immediately. A major war means any war between two or more permanent members of the United Nations Security Council.

## 5 Premium and indexation

### 5.1 Factors affecting the premium

The factors that affect Health insurance premiums include the insured's age and domicile, the insurance covers selected and their scope, the sum insured and the deductible. The factors that affect the premium vary from one insurance cover to another.

Any home or farm insurance policy which the same household has active with LocalTapiola lowers the premium charged for the Medical treatment expenses cover for illness and the Limited medical treatment expenses cover. If the home or farm insurance policy ends, the premium charged for the above covers will go up from the start of the premium period which follows the termination of the home or farm insurance policy. The premium goes up to the level of an independently sold policy.

As a result of the insured's changing age, LocalTapiola has a right to adjust the premium when a new insurance period starts. The other instances where LocalTapiola has the right to adjust the premium are discussed in the General terms and conditions.

### 5.2 Indexation

The Health insurance sums insured and premiums are adjusted annually when a new insurance period starts by applying the cost-of-living index, unless otherwise shown in the policy document. Indexation concerns the following Health insurance covers:

- Medical treatment expenses cover for illness
- Medical treatment expenses cover for accident
- Extended accident cover
- Sports cover
- Medical treatment expenses cover for traveller
- Travel sports cover.

Indexation is effected based on the point figure of June of the preceding calendar year. Claims are paid according to the sums insured valid at the moment when the insured event concerned occurs.

## Medical expenses insurance

### 6 Medical treatment expenses cover for illness

#### 6.1 General information on the Medical treatment expenses cover for illness

##### 6.1.1 The concept of illness

Illness means a condition which requires medical treatment and which, on the basis of the information submitted to LocalTapiola, has started during the period of cover independently of the insured's will in a way that is not accidental.

##### 6.1.2 Conditions for compensation

A condition for the payment of medical treatment expenses is that the Medical treatment expenses cover for illness must be in force when the medical treatment expenses are incurred. For medical treatment expenses to qualify for cover, the insured must be covered by the Finnish residence-based social security system at the moment when the medical treatment expenses are incurred and he or she must have a valid Kela (health insurance) card as an indication of this.

This insurance covers only examinations and treatments ordered and performed in Finland. Additionally, this insurance covers medication prescribed by a doctor in Finland and obtained from a Finnish pharmacy.

##### 6.1.3 Maximum compensation amount

The maximum total cover for medical treatment expenses of illnesses is limited to the sum insured shown in the policy document. When this maximum is exhausted, cover will end.

##### 6.1.4 Deductible

Covered medical treatment expenses are subject to the deductible shown in the policy document. The deductible, which is specific to each calendar year, is deducted from the medical treatment expenses incurred during the calendar year.

#### 6.2 General exclusions under the Medical treatment expenses cover for illness

In the event that an illness, defect, injury or painful condition not covered by these terms and conditions essentially contributes to an illness or prolongs the healing of an illness, compensation is paid only insofar as the medical treatment expenses can be deemed to have been incurred by a covered illness.

Under the Medical treatment expenses cover for illness, illnesses, diseases and injuries caused in connection with a surgical procedure, treatment procedure or some other medical procedure are covered only if the procedure was administered to treat an illness covered by this insurance.

Illness-induced death, permanent disability and loss of earnings are excluded from cover.

Cover is refused if the illness or disease results from:

- the insured's attempted suicide;
- the insured's injury, illness or disease which the insured causes intentionally;
- consumption of a pharmaceutical substance, alcohol or some other drugs.

### 6.3 Compensation under the Medical treatment expenses cover for illness

Covered medical treatment expenses of illnesses include the following:

- costs of medical examinations, treatments and procedures when administered by a doctor or some other healthcare professional;
- medication dispensed by a pharmacist under licence granted by the relevant authority;
- costs of psychotherapy, neuropsychological rehabilitation, functional therapy, speech therapy or nutritional therapy for up to a total maximum of five treatment sessions during the period of cover. In order to qualify for cover, they must refer to an illness that is covered by these terms and conditions of the Medical treatment expenses cover for illness. If psychotherapy is provided in the form of couples therapy, family therapy or group therapy, cover includes only the insured's share of the therapy;
- daily hospital charges up to the daily maximum compensation amount shown in the policy document;
- rental cost of temporary medical aids that are necessary for walking for up to two months from surgery, from the start of casting or from the start of treatment comparable to casting;
- costs from urgent emergency medical transport by ambulance.

### 6.4 Exclusions to the Medical treatment expenses cover for illness

Cover excludes the medical treatment expenses shown below, even where they are considered medically necessary and even where they are ordered by a doctor.

#### 6.4.1 Medical treatment expenses

Covered medical treatment expenses of illnesses do not include any of the following:

- emollient creams, nutrient preparations, vitamins, trace elements, minerals, natural drugs, natural products or homeopathic or anthroposophic preparations or comparable products or any medical treatment expenses arising from the administration of these goods;
- vitamin or trace element examinations or any other comparable examinations;
- alternative examination and treatment solutions not generally approved under the medical treatment principles;
- medical examination or treatment of snoring, with the exception of the treatment of sleep apnea confirmed by means of sleep polygraphy;
- costs of any medication or medical treatment which primarily improves the quality of life when used, for example, to alleviate the adverse effects of balding or other physiological changes;
- costs from the examination or treatment of menopausal problems;
- costs from the examination or treatment of erectile dysfunction;
- examination and treatment of the venous insufficiency of a lower extremity (varicose veins);
- mole removal;

- examination or treatment of obesity, such as gastric bypass, gastric sleeve surgery, liposuction or medical treatment. The cover also does not include cover for any illness, disease or sequela that these procedures or treatments cause;
- medical treatment for which the need arises as a result of severe weight loss, such as the treatment of excess skin.

#### 6.4.2 Other treatments

Covered medical treatment expenses of illnesses do not include any of the following:

- examinations or treatments provided by a physiotherapist, foot therapist, chiropractor, osteopath, naprapath, massage therapist or some other healthcare professional comparable to them;
- physical therapy or some other comparable treatment, such as phototherapy;
- costs of speech therapy, psychotherapy, occupational therapy or neuropsychological rehabilitation, or costs of any comparable therapy, treatment, rehabilitation or coaching, except those stated in section 6.3 under the covered medical treatment expenses;
- costs of spending time at a spa, or at a natural health or similar institution;
- costs of residence or stay at a service facility or at a facility which produces rehabilitation services, even where the unit's activities include healthcare services;
- costs from rehabilitation care administered in public healthcare.

#### 6.4.3 Prevention

Covered medical treatment expenses of illnesses do not include any of the following:

- preventive care, medication or vaccinations;
- medical inspections or periodic inspections, such as annual gynaecological check-ups;
- examinations performed to identify or exclude an illness regarding which the insured had no symptoms before the commencement of the examination, such as gene testing.

#### 6.4.4 Oral and dental care

Covered medical treatment expenses of illnesses do not include any of the following:

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

#### 6.4.5 Eyes

Covered medical treatment expenses of illnesses do not include any of the following:

- eye tests or medical examination and treatment of sight defects;
- medical examinations, treatments or procedures of refractive errors or cataract;
- acquisition of spectacles or contact lenses.

#### 6.4.6 Cosmetic and plastic surgery treatment

Covered medical treatment expenses of illnesses do not include any of the following:

- cosmetic or plastic surgery examinations, treatments or procedures, any complications that they cause, or any repair procedures performed later;
- reduction mammoplasty, augmentation mammoplasty, plastic reshaping of the breasts, breast reconstruction, or any related examinations or treatments;
- lift surgery or reshaping of the eyelids, the periorcular area or some other facial region, or any related examinations or treatments.

#### 6.4.7 Intoxicants and addictions

Covered medical treatment expenses of illnesses do not include any of the following:

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

#### 6.4.8 Pregnancy and infertility

Covered medical treatment expenses of illnesses do not include any of the following:

- expenses of contraception, pregnancy, childbirth, abortion, miscarriage or infertility examinations and treatments, or any expenses of related complications.

#### 6.4.9 Other exclusions

Covered medical treatment expenses of illnesses do not include any of the following:

- travel and overnight accommodation expenses;
- home visit supplements;
- orthopaedic supports, arch support insoles, dressings, prostheses, medical equipment, or other equipment such as bite splints or respiratory care devices;
- acquisition or repair costs of spectacles, contact lenses, hearing aids, dentures and hard hats, even if the item in question gets broken or goes missing when the insured is stricken with a sudden and acute illness;
- indirect expenses, such as loss of earnings, accommodation, meal and telephone costs or clothing, equipment, home care costs;
- medical investigations and medical statements, unless specifically requested by LocalTapiola;
- other costs not listed under the covered medical treatment expenses of illnesses.

## 7 Limited medical treatment expenses cover for illness

### 7.1 General information on the Limited medical treatment expenses cover for illness

#### 7.1.1 What's covered under the Limited medical treatment expenses cover for illness?

The Limited medical treatment expenses cover for illness provides cover for costs of private and public healthcare, as specifically laid down in the terms and conditions.

The Limited medical treatment expenses cover for illness covers consultations with a general practitioner at a LocalTapiola health partner, as well as covering treatments ordered and administered by a general practitioner. For a private service provider's expenses to qualify for cover, referral from LocalTapiola is compulsory.

#### 7.1.2 The concept of illness

Illness means a condition which requires medical treatment and which, on the basis of the information submitted to LocalTapiola, has started during the period of cover independently of the insured's will in a way that is not accidental.

#### 7.1.3 Conditions for compensation

A condition for the payment of medical treatment expenses is that the Limited medical treatment expenses cover for illness must be in force when the medical treatment expenses are incurred. For medical treatment expenses to qualify for cover, the insured must be covered by the Finnish residence-based social security system at the moment when the medical treatment expenses are incurred and he or she must have a valid Kela (health insurance) card as an indication of this.

This insurance covers only examinations and treatments ordered and performed in Finland.

#### 7.1.4 Maximum compensation amount

During any one calendar year, the maximum total cover which the Limited medical treatment expenses cover for illness provides for medical treatment expenses is limited to the sum insured shown in the policy document.

#### 7.1.5 Deductible

Covered medical treatment expenses are subject to the deductible shown in the policy document. The deductible, which is specific to each calendar year, is deducted from the medical treatment expenses incurred during the calendar year.

### 7.2 General exclusions under the Limited medical treatment expenses cover for illness

In the event that an illness, defect, injury or painful condition not covered by these terms and conditions essentially contributes to an illness or prolongs the healing of an illness, compensation is paid only insofar as the medical treatment expenses can be deemed to have been incurred by a covered illness.

Under the Limited medical treatment expenses cover for illness, illnesses, diseases and injuries caused in connection with a surgical procedure, treatment procedure or some other medical procedure are covered only if the procedure was administered to treat an illness covered by this insurance.

Illness-induced death, permanent disability and loss of earnings are excluded from cover.

Cover is refused if the illness or disease results from:

- the insured's attempted suicide;
- the insured's injury, illness or disease which the insured causes intentionally; or
- consumption of a pharmaceutical substance, alcohol or some other drugs.

### 7.3 Compensation under the Limited medical treatment expenses cover for illness

Covered medical treatment expenses of public healthcare include the following:

- outpatient clinic and health centre charges, including surgery, endoscopic examinations and other operative procedures;
- daily hospital charges, for up to five days per calendar year.

Covered medical treatment expenses of private clinics include the following:

- expenses of consultations with a general practitioner;
- expenses of medical examinations and treatments prescribed and administered to the insured by a general practitioner;
- expenses of medical examinations and treatments prescribed by a general practitioner and administered by a healthcare professional;
- medical examinations prescribed by a general practitioner and reimbursed under the Health Insurance Act, such as laboratory tests and imaging studies;
- expenses of a medical consultation with a specialist physician at a private clinic up to once per calendar year. For these expenses to qualify for cover, the illness or disease must require specialist assessment and the insured needs a referral from LocalTapiola.

### 7.4 Exclusions to the Limited medical treatment expenses cover for illness

Cover excludes the medical treatment expenses shown below, even where they are considered medically necessary.

#### 7.4.1 Medical treatment expenses

Covered medical treatment expenses of illnesses do not include any of the following:

- consultations with a specialist physician, with the exception of those shown under the covered medical treatment expenses;
- expenses incurred at a private clinic from examination or treatment procedures prescribed or administered to the insured by a specialist physician;
- intra-articular injections; MRI or CT scans; electroneuromyography; exercise ECG or contrast-enhanced imaging studies; echocardiography; or endoscopic examinations;
- expenses from a surgical procedure, surgery, endoscopic examination or some other operative procedure performed at a private clinic;
- medication, emollient creams, nutrient preparations, vitamins, trace elements, minerals, natural drugs, natural products or homeopathic or anthroposophic preparations or comparable products or any medical treatment expenses arising from the administration of these goods, even where the preparations are ordered by a doctor;
- vitamin or trace element examinations or any other comparable examinations, even where ordered by a doctor;
- alternative examination and treatment solutions not generally approved under the medical treatment principles;

- medical examination or treatment of snoring, with the exception of the treatment of sleep apnea confirmed by means of sleep polygraphy;
- costs of any medication or medical treatment which primarily improves the quality of life used, for example, to alleviate the adverse effects of balding or other physiological changes;
- costs from the examination or treatment of menopausal problems;
- costs from the examination or treatment of erectile dysfunction;
- examination and treatment of the venous insufficiency of a lower extremity (varicose veins);
- mole removal;
- medical examination or treatment of obesity, or gastric bypass, gastric sleeve surgery, liposuction, other obesity surgery, or any illness, disease or sequela that they cause;
- medical treatment for which the need arises as a result of severe weight loss, such as the treatment of excess skin.

#### 7.4.2 Other treatments

Covered medical treatment expenses of illnesses do not include any of the following:

- examinations or treatments provided by a physiotherapist, foot therapist, chiropractor, osteopath, naprapath, massage therapist or some other healthcare professional comparable to them;
- physical therapy or some other comparable treatment, such as phototherapy;
- expenses of speech therapy, psychotherapy, occupational therapy or neuropsychological rehabilitation or any comparable therapy, rehabilitation or coaching;
- costs of spending time at a spa, or at a natural health or similar institution;
- costs of residence or stay at a service facility or at a facility which produces rehabilitation services, even where the unit's activities include healthcare services;
- costs from rehabilitation care administered in public healthcare.

#### 7.4.3 Prevention

Covered medical treatment expenses of illnesses do not include any of the following:

- preventive care, medication or vaccinations;
- medical inspections or periodic inspections, such as annual gynaecological check-ups;
- examinations performed to identify or exclude an illness regarding which the insured had no symptoms before the examination started, such as gene testing.

#### 7.4.4 Oral and dental care

Covered medical treatment expenses of illnesses do not include any of the following:

- medical examination or treatment of dental diseases, teeth or the masticatory system, even where a dental disease or a disease of the masticatory system causes symptoms elsewhere than in the dentition.

#### 7.4.5 Eyes

Covered medical treatment expenses of illnesses do not include any of the following:

- eye tests or medical examination and treatment of sight defects;
- medical examinations, treatments or procedures of refractive errors or cataract;
- acquisition of spectacles or contact lenses.

#### 7.4.6 Cosmetic and plastic surgery treatment

Covered medical treatment expenses of illnesses do not include any of the following:

- cosmetic or plastic surgery examinations, treatments or procedures, any complications that they cause, or any repair procedures performed later;
- reduction mammoplasty, augmentation mammoplasty, plastic reshaping of the breasts, breast reconstruction, or any related examinations or treatments;
- lift surgery or reshaping of the eyelids, the periorbital area or some other facial region, or any related examinations or treatments.

#### 7.4.7 Intoxicants and addictions

Covered medical treatment expenses of illnesses do not include any of the following:

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

#### 7.4.8 Pregnancy and infertility

Covered medical treatment expenses of illnesses do not include any of the following:

- expenses of contraception, pregnancy, childbirth, abortion, miscarriage or infertility examinations and treatments, or any expenses of related complications.

#### 7.4.9 Other exclusions

Covered medical treatment expenses of illnesses do not include any of the following:

- travel and overnight accommodation expenses;
- home visit supplements;
- orthopaedic supports, arch support insoles, dressings, prostheses, medical equipment, or other equipment such as bite splints or respiratory care devices;
- acquisition or repair costs of spectacles, contact lenses, hearing aids, dentures and hard hats, even if the item in question gets broken or goes missing when the insured is stricken with a sudden and acute illness;
- indirect expenses, such as loss of earnings, accommodation, meal and telephone costs or clothing, equipment, home care costs;
- medical investigations and medical statements, unless specifically requested by LocalTapiola;
- other costs not listed under the covered medical treatment expenses of illnesses.

## Accident insurance

### 9 Medical treatment expenses cover for accident

#### 9.1 Covered accidents

Accident means a sudden and unexpected event caused by an external factor which causes a bodily injury to the insured against his or her will.

Covered accidents also include the insured's involuntary drowning, gas poisoning, heatstroke, sunstroke and frostbite, poisoning caused by a substance which the insured ingests accidentally, and injuries caused by a significant pressure variation.

Additionally, the Medical treatment expenses cover for accident covers muscle and tendon strains caused by a single sudden motion or physically demanding exertion when the principal cause of the strain is not the insured's illness, disease or physical defect. A condition for the payment of compensation is that medical treatment must be initiated within 14 days of the insured event. Compensation is paid for up to a maximum of six weeks from the date on which the strain occurs. For strains caused by a sudden motion or physically demanding exertion, cover excludes physiotherapy, MRI scans and surgical intervention.

#### 9.2 Exclusions

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

- injury or death caused by the insured's illness, disease or physical defect or by any insured event that they cause;
- injury or death sustained in connection with any surgery, care measure or some other medical procedure, unless performed to treat an injury covered by this insurance;
- poisoning by an ingested substance or any pharmaceutical substance, alcohol or some other drugs which the insured consumes;
- rupture of the Achilles tendon; rotator cuff tear; long head of biceps rupture; recurrent joint dislocations; and hernia of the intervertebral disk, abdominal hernia and inguinal hernia, unless the injury is caused through an accident wherein even healthy tissue would be damaged;
- occlusion-induced injuries to a tooth, to the temporomandibular joints or to dentures, even where an external factor contributes to the injury;
- oral or dental diseases or temporomandibular joint disorders, any deterioration in the teeth or in the periodontium caused by those diseases and disorders, or any occlusion issues, even where they were asymptomatic before the accident;
- non-accidental illnesses, diseases, injuries, defects or musculoskeletal degeneration, even where they were asymptomatic before the accident;
- mental consequences of accidents;
- communicable disease, illness or death from a bite or sting by a tick, insect or similar;
- the insured's suicide or attempted suicide;

- injuries caused by assault or intentionally by another person, unless the matter is reported to the police and unless the police investigation or court proceedings prove that the insured is the innocent party and unless the insured brings criminal proceedings against the known opposing party in respect of the act.

### 9.3 General information on cover

A condition for the payment of medical treatment expenses is that the Medical treatment expenses cover for accident must be in force without interruption both when the accident occurs and when the expenses are incurred. For medical treatment expenses to qualify for cover, the insured must be covered by the Finnish residence-based social security system at the moment when the medical treatment expenses are incurred and he or she must have a valid Kela (health insurance) card as an indication of this.

In respect of the same accident, the maximum cover provided for medical treatment expenses is limited to the sum insured shown in the policy document and in force at the moment of accident.

Examination and treatment provided outside Finland are included in cover if the provision of treatment outside Finland is considered medically absolutely necessary.

### 9.4 Covered medical treatment expenses

Covered medical treatment expenses of accidents include the following:

- costs of medical examinations, treatments and procedures when administered by a doctor or some other healthcare professional;
- necessary travel expenses that relate to the above medical examinations, treatments or procedures. In the case of travel by private car, the amount of reimbursement is determined according to the kilometric allowance applied by the Social Insurance Institution of Finland (Kela);
- medication dispensed by a pharmacist under licence granted by the relevant authority;
- dressings and wound dressings necessary to treat a covered injury;
- daily hospital charges;
- reasonable costs of doctor-prescribed physiotherapy that is necessary to treat an accidental injury, for up to five treatment sessions per accident;
- costs of cosmetic or plastic surgery treatment approved in advance by LocalTapiola that is necessary for treating an accidental injury;
- rental cost of temporary medical aids that are necessary for walking, for up to two months from surgery, or from the start of casting or comparable treatment;
- the first orthopaedic bandage or support prescribed due to an injury. The bandage or support must be absolutely necessary for the medical treatment of the injury in question;
- the first spectacles prescribed due to an injury that impairs vision;

- repair cost of any spectacles, hearing aid, dentures and hard hat used by the insured that are damaged in an accident for which medical treatment was necessary, or the replacement cost of the same. The repair or replacement must be carried out within two months of the accident. Maximum cover is limited to €500 per accident.

### 9.5 Exclusions to the Medical treatment expenses cover for accident

Covered medical treatment expenses of accidents do not include any of the following:

- costs of speech therapy, psychotherapy, nutritional therapy, occupational therapy or neuropsychological rehabilitation, or costs of any comparable therapy, treatment or rehabilitation;
- costs of spending time at a spa, or at a natural health or similar institution;
- costs of residence or stay at a service facility or at a facility which produces rehabilitation services, even where the unit's activities include healthcare services;
- costs from rehabilitation care administered in public or private healthcare;
- emollient creams, nutrient preparations, vitamins, trace elements, minerals, natural drugs, natural products or homeopathic or anthroposophic preparations or comparable products or any medical treatment expenses arising from the administration of these goods, even where the preparations are ordered by a doctor;
- vitamin or trace element examinations or any other comparable examinations, even where prescribed by a doctor;
- acquisition costs of personal assistive devices, such as dentures, hearing aids, spectacles or contact lenses, which are lost during an accident;
- prostheses, medical equipment, or other equipment, with the exception of those shown under the covered medical treatment expenses;
- costs of medical transports from outside Finland to Finland;
- indirect expenses, such as loss of earnings, accommodation, meal and telephone costs or clothing, equipment, home care costs, or an escorting person's travel and accommodation expenses;
- other costs not listed under the covered medical treatment expenses.

## 10 Sports cover

### 10.1 Validity of the insurance

The Sports cover is in force in the competitive sports and risky sports shown in the policy document. The Sports cover is in force in all matches, competitions and training organised for the sports activities mentioned in the insurance contract as well as during other training included in the training programme and during other training appropriate to a sport. Other training appropriate to a sport means training which takes place in the form of exercises that are supplementary to the actual sport and practised as part of preparation for competitions or matches.

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

- as a continuous cover in Finland or abroad;
- as a fixed-term cover in Finland or abroad for up to 3 months from the commencement of travel.

## 10.2 Covered sporting accidents

Accident means a sudden and unexpected event caused by an external factor which causes a bodily injury to the insured against his or her will.

Covered accidents also include the insured's involuntary drowning, gas poisoning, heatstroke, sunstroke and frostbite, poisoning caused by a substance which the insured ingests accidentally, and injuries caused by a significant pressure variation.

Additionally, the Sports cover provides cover for muscle and tendon strains caused by a single sudden motion or physically demanding exertion when the principal cause of the strain is not the insured's illness, disease or physical defect. A condition for the payment of compensation is that medical treatment must be initiated within 14 days of the insured event. Compensation is paid for up to a maximum of six weeks from the date on which the strain occurs. For strains caused by a sudden motion or physically demanding exertion, cover excludes physiotherapy, MRI scans and surgical intervention.

## 10.3 Exclusions

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

- injury or death caused by the insured's illness, disease or physical defect or by any insured event that they cause;
- injury or death sustained in connection with any surgery, care measure or some other medical procedure, unless performed to treat an injury covered by this insurance;
- poisoning by an ingested substance or any pharmaceutical substance, alcohol or some other drugs which the insured consumes;
- rupture of the Achilles tendon; rotator cuff tear; long head of biceps rupture; recurrent joint dislocations; and hernia of the intervertebral disk, abdominal hernia and inguinal hernia, unless the injury is caused through an accident wherein even healthy tissue would be damaged;
- occlusion-induced injuries to a tooth, to the temporomandibular joints or to dentures, even where an external factor contributes to the injury;
- oral or dental diseases or temporomandibular joint disorders, any deterioration in the teeth or in the periodontium caused by those diseases and disorders, or any occlusion issues, even where they were asymptomatic before the accident;
- non-accidental illnesses, diseases, injuries, defects or musculoskeletal degeneration, even where they were asymptomatic before the accident;
- mental consequences of accidents;
- communicable disease, illness or death from a bite or sting by a tick, insect or similar;
- the insured's suicide or attempted suicide;

- injuries caused by assault or intentionally by another person, unless the matter is reported to the police and unless the police investigation or court proceedings prove that the insured is the innocent party and unless the insured brings criminal proceedings against the known opposing party in respect of the act.

## 10.4 General information on cover

Expenses of medical treatment provided due to a covered accident which the insured suffers are reimbursed on presentation of the original invoices or receipts.

In respect of a sporting accident, the maximum cover provided for medical treatment expenses is limited to the sum insured shown in the policy document and in force at the moment of accident. In any case, the maximum time for which these expenses can be covered is limited to three years from the accident. The compensation that becomes payable on the basis of medical treatment expenses is subject to the accident-specific deductible shown in the policy document.

## 10.5 Covered medical treatment expenses

Covered medical treatment expenses of accidents include the following:

- costs of medical examinations, treatments and procedures when administered by a doctor or some other healthcare professional;
- necessary travel expenses that relate to the above medical examinations, treatments or procedures. In the case of travel by private car, the amount of reimbursement is determined according to the kilometric allowance applied by the Social Insurance Institution of Finland (Kela);
- medication dispensed by a pharmacist under licence granted by the relevant authority;
- dressings and wound dressings necessary to treat a covered injury;
- daily hospital charges;
- reasonable costs of doctor-prescribed physiotherapy that is necessary to treat an accidental injury, for up to five treatment sessions per accident;
- costs of cosmetic or plastic surgery treatment approved in advance by LocalTapiola that is necessary for treating an accidental injury;
- rental cost of temporary medical aids that are necessary for walking, for up to two months from surgery, or from the start of casting or comparable treatment;
- the first orthopaedic bandage or support prescribed due to an injury. The bandage or support must be absolutely necessary for the medical treatment of the injury in question;
- the first spectacles prescribed due to an injury that impairs vision;
- repair cost of any spectacles, hearing aid, dentures and hard hat used by the insured that are damaged in an accident for which medical treatment was necessary, or the replacement cost of the same. The repair or replacement must be carried out within two months of the accident. Maximum cover is limited to €500 per accident.

## 10.6 Exclusions to medical treatment expenses of sporting accidents

Covered medical treatment expenses of accidents do not include any of the following:

- costs of speech therapy, psychotherapy, nutritional therapy, occupational therapy or neuropsychological rehabilitation, or costs of any comparable therapy, treatment or rehabilitation;
- costs of spending time at a spa, or at a natural health or similar institution;
- costs of residence or stay at a service facility or at a facility which produces rehabilitation services, even where the unit's activities include healthcare services;
- costs from rehabilitation care administered in public or private healthcare;
- emollient creams, nutrient preparations, vitamins, trace elements, minerals, natural drugs, natural products or homeopathic or anthroposophic preparations or comparable products or any medical treatment expenses arising from the administration of these goods, even where the preparations are ordered by a doctor;
- vitamin or trace element examinations or any other comparable examinations, even where prescribed by a doctor;
- acquisition costs of personal assistive devices, such as dentures, hearing aids, spectacles or contact lenses, which are lost during an accident;
- prostheses, medical equipment, or other equipment, with the exception of those shown under the covered medical treatment expenses;
- costs of medical transports from outside Finland to Finland;
- indirect expenses, such as loss of earnings, accommodation, meal and telephone costs or clothing, equipment, home care costs, or an escorting person's travel and accommodation costs;
- other costs not listed under the covered medical treatment expenses.

## 11 Extended accident cover

The Extended accident cover supplements the Medical treatment expenses cover for accident and the Sports cover. Claims for the illness- and repetitive-strain-based medical conditions covered under the Extended accident cover are subject to the terms of the Medical treatment expenses cover for accident (Section 9) or of the Sports cover (Section 10) to which the extension is linked, insofar as not otherwise determined in terms and conditions of the Extended accident cover.

If the insured is entitled to be compensated for medical treatment expenses under the Medical treatment expenses cover for accident or the Sports cover, compensation is first provided based on the cover in question.

Validity of the Extended accident cover is dependent upon an in-force Sports cover or Medical treatment expenses cover for accident. If this basic cover ends, the Extended accident cover linked to it will also end on the same date.

## 11.1 Covered insured events

The Extended accident cover covers medical treatment expenses of strain injuries which manifest in connection with an accident or a single sudden motion or physically demanding exertion. In addition, it covers medical treatment expenses of the illness- and repetitive-strain-based medical conditions which are specifically set out in the terms and conditions.

### 11.1.1 Illness- and repetitive-strain-based medical conditions

The Extended accident cover includes cover for the following illness- and repetitive-strain-based medical conditions:

- umbilical and inguinal hernia;
- meniscal tear;
- patellar dislocation;
- shoulder joint dislocation;
- shin splints, or chronic exertional compartment syndrome;
- stress fracture;
- tennis elbow or golfer's elbow;
- Achilles tendonitis or rupture of the Achilles tendon;
- supraspinatus tendinitis;
- bursitis;
- plantar fasciitis.

### 11.1.2 Muscle and tendon strains

The Extended accident cover includes cover for muscle and tendon strains which manifest in connection with an accident or a single sudden motion or physically demanding exertion.

## 11.2 Maximum compensation amount, and deductible

In respect of the same accident, the maximum cover which the Extended accident cover provides for medical treatment expenses is limited to the sum insured shown in the policy document and in force at the moment of accident.

The compensation that becomes payable on the basis of medical treatment expenses is subject to the accident-specific deductible shown in the policy document, to be deducted from each cover, in accordance with the applicable terms and conditions.

## 11.3 Covered medical treatment expenses

The Extended accident cover includes cover for examinations and treatments carried out in Finland.

### 11.3.1 Medical treatment expenses of illness- and repetitive-strain-based medical conditions

Covered medical treatment expenses include the following:

- costs of medical examinations, treatments and procedures when they are administered by a doctor or some other healthcare professional;
- necessary travel expenses that relate to the above medical examinations, treatments or procedures. In the case of travel by private car, the amount of reimbursement is determined according to the kilometer allowance applied by the Social Insurance Institution of Finland (Kela);
- medication dispensed by a pharmacist under licence granted by the relevant authority;

- dressings and wound dressings necessary to treat a covered injury;
- daily hospital charges;
- reasonable costs of physiotherapy prescribed by a doctor and necessary to treat an accidental injury, for up to five treatment sessions per accident;
- costs of cosmetic or plastic surgery treatment necessary to treat an accidental injury and approved in advance by LocalTapiola;
- rental cost of temporary medical aids that are necessary for walking, for up to two months from surgery, from the start of casting or from the start of treatment comparable to casting;
- the first orthopaedic bandage or support prescribed due to an injury. The bandage or support must be absolutely necessary for the medical treatment of the injury in question;
- the first spectacles prescribed due to an injury that impairs vision;
- repair cost of spectacles, hearing aids, dentures and hard hats used by the insured that are damaged in an accident for which medical treatment was necessary, or the replacement cost of the same. The repair or replacement must be carried out within two months of the accident. Maximum cover is limited to €500 per accident.

Covered medical treatment expenses do not include any of the following:

- costs of speech therapy, psychotherapy, nutritional therapy, occupational therapy or neuropsychological rehabilitation, or costs of any comparable therapy, treatment or rehabilitation;
- costs of spending time at a spa, or at a natural health or similar institution;
- costs of residence or stay at a service facility or at a facility which produces rehabilitation services, even where the unit's activities include healthcare services;
- costs from rehabilitation care provided in public or private healthcare;
- emollient creams, nutrient preparations, vitamins, trace elements, minerals, natural drugs, natural products or homeopathic or anthroposophic preparations or comparable products or any medical treatment expenses arising from the administration of these goods, even where the preparations are ordered by a doctor;
- vitamin or trace element examinations or any other comparable examinations, even where prescribed by a doctor;
- acquisition costs of personal assistive devices, such as dentures, hearing aids, spectacles or contact lenses, which are lost during an accident;
- prostheses, medical equipment, or other equipment, with the exception of those shown under the covered medical treatment expenses;
- costs of medical transports from outside Finland to Finland;
- indirect expenses, such as loss of earnings, accommodation, meal and telephone costs or clothing, equipment, home care costs, or an escorting person's travel and accommodation expenses;
- other costs not listed under the covered medical treatment expenses.

### 11.3.2 Medical treatment expenses of muscle and tendon strains

Covered medical treatment expenses include the following:

- reasonable costs of physiotherapy prescribed by a doctor and necessary to treat an injury, for up to five treatment sessions per accident;
- MRI scans ordered by a doctor;
- doctor's fees and necessary travel expenses that relate to the above examinations and treatments.

The Extended accident cover does not include cover for any surgery performed to treat muscle and tendon strains that are caused by a sudden motion or physically demanding exertion.

### 11.4 Payment of compensation

A condition for the payment of medical treatment expenses is that cover must be in force without interruption both when the insured event occurs and when the expenses are incurred.

Under the Extended accident cover, expenses incurred in Finland from examining and treating strains and illness- and repetitive-strain-based medical conditions are covered for a maximum of 6 months from the day on which the insured event occurs.

In respect of the same accident, the maximum cover which the Extended accident cover provides for medical treatment expenses is limited to the sum insured shown in the policy document and in force at the moment of accident. The compensation that becomes payable on the basis of medical treatment expenses is subject to the accident-specific deductible shown in the policy document.

The Extended accident cover does not include cover for permanent disability, death or work incapacity.

## 12 Daily allowance cover

The Daily allowance cover is designed to reimburse the insured for loss of earnings incurred by short-term accidental work incapacity.

A condition for the granting and validity of a daily allowance is that the insured must be:

- in an employment relationship or a public-service employment relationship; and/or
- a MYEL-insured self-employed farmer or a MYEL-insurable self-employed forester.

Furthermore, a condition for payment is that the Daily allowance cover must have been in force uninterruptedly at the time of the accident and during the work incapacity.

If the above conditions for the Daily allowance cover are not satisfied, the insurance will not reimburse a daily allowance.

During the period of the Daily allowance cover, a daily allowance will be paid no sooner than from the day on which medical treatment starts, but in any case no sooner than from the date on which the work incapacity is established. Payment of the daily allowance will end, at the latest, one year after the accident.

For total work incapacity caused by a covered accidental injury, we will pay the daily allowance that was in force at the time of the accident, and for partial loss of capability to work we will pay the relevant portion. Work incapacity is considered total if the insured is fully unable to carry out his or her normal work duties, and it is regarded as partial if the insured is partially unable to carry them out.

The policyholder is required to notify the insurer without undue delay of the termination of the employment relationship, public-service employment relationship, MYEL-insured self-employed farming activity or MYEL-insurable self-employed forestry activity that is the condition for the granting and validity of the Daily allowance cover. In addition, the insured is required to notify without undue delay of any material changes in his or her fitness to work.

If the Accident daily allowance cover is subject to a waiting period, this is stated in the policy document. A daily allowance will then be paid over the period by which the insured's work incapacity during the period of insurance continues beyond the waiting period stated in the policy document.

If the insured is already on sick leave when the accidental injury occurs, no daily allowance is payable over the overlapping work incapacity period caused by the accidental injury.

## 13 Accidental permanent disability

### 13.1 Definition of permanent disability

Permanent disability means a medically assessed permanent disability of a general character caused to the insured by an accident. When determining the degree of permanent disability, the only factors considered are the type of the accidental injury and the functional limitation that it causes, not the injured person's individual circumstances such as profession or hobbies. When determining the degree of permanent disability, no account will be taken of the insured's defects, diseases or illnesses that are not due to this covered accident.

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

### 13.2 Compensation for permanent disability

Compensation for permanent disability can be paid once the disability has become permanent, but in any case no sooner than one year after the accident. No compensation is payable for any permanent disability which becomes apparent three years after the accident or later than that. The compensation payable is that proportion of the sum insured in force at the moment of accident which reflects the applicable category of permanent disability.

If, due to aggravation of the injury, the disability category changes before three years have elapsed from the date on which it was possible to determine that the injury is permanent, a sum equalling the difference between the disability categories will be paid in additional compensation. Later, the amount of compensation will not be adjusted if the injury is aggravated. A condition for the payment of permanent disability compensation is that cover must be in force without interruption when the accident occurs and on the day on which the permanent disability is confirmed. With respect to compensation paid for accidental permanent disability, the insured is the recipient of compensation.

## 14 Accidental death

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

A condition for the payment of a death benefit is that cover must be in force without interruption both when the accident occurs and when the insured dies. No death benefit is payable if the insured dies three years after the covered accident or later.

## Travel insurance

Travel insurance includes traveller's insurance and luggage insurance if both are selected for the insurance contract. Traveller's insurance provides cover for medical treatment expenses of travel illnesses and travel accidents, and it also covers travel cancellation, travel interruption and missed departures. Additionally, luggage insurance includes travel liability insurance and travel legal expenses insurance.

## 15 The concept of travel

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

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

- staying at an apartment or holiday home which the insured owns fully or in part;
- staying at an apartment or holiday home which the insured's spouse or someone else living in the same household owns or partially owns;
- staying at a seasonal caravan or campervan site;
- staying at an apartment, holiday home or time-share property which is in the insured's own regular use. Use is considered regular, for example, when a lease for an apartment or holiday home is for more than 45 days or when timeshare unit possession is for more than two weeks annually;

- staying at a place of study or at a workplace;
- moving between the foregoing locations regardless of the length of the journey;
- the distance from the foregoing locations to the destination of travel is less than 50 kilometres.

## Traveller's insurance

### 16 Perils insured under the Medical treatment expenses cover for traveller, and related exclusions

#### 16.1 Travel illness

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

In order for a travel illness to qualify for cover, medical treatment must be sought during travel, or not later than within 7 days from the end of travel. In the case of a communicable disease with an incubation period of more than 7 days, this time limit does not apply. Medical treatment expenses of travel illnesses can be covered for up to 120 days from the start of medical treatment.

#### 16.2 Exclusions to travel illnesses

Cover is refused if the travel illness is caused by any of the following:

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

Covered travel illnesses do not include insured events caused in connection with surgery, a care measure or some other medical procedure, unless performed to treat a travel illness that is covered by this insurance.

#### 16.3 Travel accident

Travel accident means a sudden event which occurs during travel while cover is in force, is caused by an external factor and results in a bodily injury to the insured against his or her will.

Covered travel accidents also include the insured's involuntary drowning, gas poisoning, heatstroke, sunstroke and frostbite, poisoning caused by a substance which the insured ingests accidentally, and injuries caused by a significant pressure variation.

Additionally, the Medical treatment expenses cover for travel accident covers muscle and tendon strains caused by a single sudden motion or physically demanding exertion when the principal cause of the strain is not the insured's illness, disease or physical defect. A condition for compensation is that medical treatment must be initiated within 14 days of the insured event. Compensation is paid for up to a

maximum of six weeks from the date on which the strain occurs. For strains caused by a sudden motion or physically demanding exertion, cover excludes physiotherapy, MRI scans and surgical intervention.

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

#### 16.4 Exclusions to travel accidents

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

- injury or death caused by the insured's illness, disease or physical defect or by any insured event that they cause;
- injury or death sustained in connection with any surgery, care measure or some other medical procedure, unless performed to treat an injury covered by this insurance;
- poisoning by an ingested substance or any pharmaceutical substance, alcohol or some other drugs which the insured consumes;
- rupture of the Achilles tendon; rotator cuff tear; long head of biceps rupture; recurrent joint dislocations; and hernia of the intervertebral disk, abdominal hernia and inguinal hernia, unless the injury is caused through an accident wherein even healthy tissue would be damaged;
- occlusion-induced injuries to a tooth, to the temporomandibular joints or to dentures, even where an external factor contributes to the injury;
- oral or dental diseases or temporomandibular joint disorders, any deterioration in the teeth or in the periodontium that results from such diseases or disorders, or any occlusion issue, even where they are asymptomatic before the accident;
- illnesses, diseases, injuries, defects or musculo-skeletal degeneration that are independent of any travel accident, even where they are asymptomatic before the accident;
- costs of mental consequences of accidents, with the exception of the psychotherapy expenses of crisis situations shown under Section 16.5.2;
- communicable disease, illness or death from a bite or sting by a tick, insect or similar;
- the insured's suicide or attempted suicide;
- injuries caused by assault or intentionally by another person, unless the matter is reported to the police and unless the police investigation or court proceedings prove that the insured is the innocent party and unless the insured brings criminal proceedings against the known opposing party in respect of the act.

#### 16.5 Other perils insured

##### 16.5.1 Sudden aggravation of a pre-existing illness

Cover also includes medical treatment expenses incurred from sudden and unexpected aggravation or developments in the condition of a pre-existing illness, disease or injury. The sudden nature of aggravation is assessed on medical grounds. In these cases, cover includes only acute emergency treatment provided at the travel destination, but in any case only for up to a maximum of 10 days from the start of treatment. The other costs indicated in the insurance terms and conditions, such as repatriation costs, are not covered. Aggravation of an illness, disease or injury for which medical examinations or procedures are ongoing

when embarking on travel is not treated as sudden aggravation.

### 16.5.2 Psychotherapy in crisis situations

Medical treatment expenses of psychotherapy qualify for cover when the need for psychotherapy is medically assessed to result from any of the following events that occur during travel outside Finland:

- a natural disaster or a sudden and unexpected armed conflict or terrorist attack which occurs at the travel destination and in which the insured is personally involved;
- a fatal traffic accident, air accident or accident involving waterborne craft in which the insured is personally involved;
- a violent criminal offence or an attempted violent criminal offence against the insured during travel outside Finland. The criminal offence must be reported to the police.

However, psychotherapy in crisis situations is not covered if the need for psychotherapy is due to a war, rebellion, riot, armed conflict or similar mentioned in Section 4.4 and if the claim does not become compensable under Section 4.4.

The terms 'travel destination' and 'scene of incident' mean the destination city or village where the insured has taken up accommodation and where the natural disaster, armed conflict or terrorist attack occurs.

Natural disaster means earthquakes, volcano eruptions, forest fires, landslides, tidal waves and floods as well as other comparable major eruption of natural forces.

The insured is covered for his or her reasonable medical treatment expenses of doctor-prescribed psychotherapy that is administered by a healthcare professional in Finland, for up to five treatment sessions per insured event.

Cover requires that:

- treatment must be sought within three months of the event that gives rise to the need for psychotherapy; and
- the covered therapy must be provided within six months of the event that gives rise to the need for psychotherapy.

However, expenses of travel to Finland to receive psychotherapy are excluded from cover.

### 16.5.3 Death during travel

If the insured dies during travel while cover is in force, the reasonable costs of repatriating the deceased, or the reasonable and necessary funeral expenses of burying the deceased outside Finland, are reimbursed on presentation of the original invoices or receipts.

## 17 Medical treatment expenses cover for traveller

### 17.1 Compensation under the Medical treatment expenses cover for traveller

In travel insurance policies, a condition for the payment of compensation is that the cover must be in force when the insured event occurs. Additionally, in health insurance policies, a condition for the payment of medical treatment expenses is that the insured must

have a valid Kela (health insurance) card at the moment when the medical treatment expenses are incurred.

LocalTapiola may require that the insured be transported at the insurer's expense to Finland to receive medical treatment or transferred to some other hospital or clinic if the treatment were rendered significantly more costly as compared with equivalent treatment provided in Finland. If the insured does not consent to the transfer, only that portion of the medical treatment expenses will be covered which reflects the costs incurred at that other hospital or clinic or which reflects transfer to Finland and treatment in Finland.

### 17.1.1 Medical treatment expenses

Covered medical treatment expenses include the following:

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

### 17.1.2 Travel expenses

Covered medical treatment expenses include the following:

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

### 17.1.3 Emergency transportation

Covered medical treatment expenses include the following:

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

### 17.1.4 Cosmetic and plastic surgery treatment

Covered medical treatment expenses include the following:

- costs of cosmetic or plastic surgery treatment approved in advance by LocalTapiola that is necessary for treating an accidental travel injury.

### 17.1.5 Other covered expenses

Covered medical treatment expenses include the following:

- dressings and wound dressings;

- expenses of emergency medical treatment at the travel destination incurred from a sudden and unexpected abnormal change in normal pregnancy which occurs before week 29 of pregnancy and which requires immediate medical treatment. These medical treatment expenses are covered at the travel destination for up to a maximum of 10 days from the start of treatment. Other costs will not be accepted;
- necessary cost of the telephone calls made to LocalTapiola during travel outside Finland which relate to a travel accident or travel illness, up to €100.

#### 17.1.6 Medical aids, spectacles, hearing aids

Covered medical treatment expenses include the following:

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

#### 17.1.7 Dental injuries

Covered medical treatment expenses include the following:

- in respect of the medical treatment expenses of dental injuries that a travel accident causes, the necessary costs of medical treatment or examination provided or ordered by a dentist.

In respect of medical treatment provided outside Finland, covered medical treatment expenses of accidents include:

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

#### 17.1.8 Sudden toothache, and occlusion-induced dental injuries

Covered medical treatment expenses of accidents include the following:

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

Maximum total cover for medical treatment expenses, including related travel expenses, is limited to €120. A condition for cover is that the sudden toothache must arise, or the occlusion-induced dental injury must be caused, during travel and that the treatment must be provided during travel or within seven days of the end of travel in Finland.

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

### 17.2 Exclusions to the Medical treatment expenses cover for traveller

#### 17.2.1 Medical treatment expenses

Covered medical treatment expenses do not include any of the following:

- emollient creams, nutrient preparations, vitamins, trace elements, minerals, natural drugs, natural products or homeopathic or anthroposophic preparations or comparable products or any medical treatment expenses arising from the administration of these goods, even where the preparations are ordered by a doctor;
- vitamin or trace element examinations or any other comparable examinations, even where ordered by a doctor;
- alternative examination and treatment solutions not generally approved under the medical treatment principles;
- costs of a medication or medical treatment which primarily improves the quality of life and is used, for example, to alleviate the adverse effects of balding or other physiological changes.

#### 17.2.2 Other treatments

Covered medical treatment expenses do not include any of the following:

- examinations performed or treatments administered by a physiotherapist, foot therapist, chiropractor, osteopath, naprapath, massage therapist or some other health care professional comparable to them, with the exception of those covered by the Medical treatment expenses cover for traveller;
- costs of speech therapy, psychotherapy, nutritional therapy, occupational therapy or neuropsychological rehabilitation, or costs of any comparable therapy, treatment or rehabilitation, with the exception of the psychotherapy expenses of crisis situations laid down in Section 16.5.2;
- costs of spending time at a spa, or at a natural health or similar institution;
- costs of residence or stay at a service facility or at a facility which produces rehabilitation services, even where the unit's activities include healthcare services;
- costs from rehabilitation care administered in public healthcare.

#### 17.2.3 Oral and dental care

Covered medical treatment expenses do not include any of the following:

- treatment or examination of dental diseases, teeth or the masticatory system;

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

However, covered medical treatment expenses include the expenses mentioned in Sections 17.1.7 and 17.1.8.

#### 17.2.4 Intoxicants and addictions

Covered medical treatment expenses do not include any of the following:

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

#### 17.2.5 Pregnancy

Covered medical treatment expenses do not include any of the following:

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

#### 17.2.6 Other exclusions

Covered medical treatment expenses do not include any of the following:

- acquisition costs of personal assistive devices, such as dentures, hearing aids, spectacles or contact lenses, which are lost during a travel accident;
- prostheses, medical equipment, or other equipment, with the exception of those shown under the covered medical treatment expenses;
- indirect costs, including loss of earnings, cost of meals or interpretation, clothing, equipment, home care costs;
- cost of transporting a means of transport or an animal, or an escorting person's travel and accommodation expenses;
- other costs not listed under the covered medical treatment expenses.

## 18 Travel cancellation cover

### 18.1 Covered instances of travel cancellation

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

Travel cancellation is covered if it is due to any of the following reasons:

- the insured's or the insured's next of kin's sudden and unexpected illness, serious accident or death which for an overriding reason makes it impossible to embark on travel (for the definition of 'next of kin', see Section 2.2);
- sudden and unexpected aggravation of the insured's pre-existing illness which the insured had before travel was booked which for an overriding reason makes it impossible to embark on travel. Aggravation of an illness or disease for which medical examinations or treatments are ongoing at the time when travel is booked is not treated as sudden aggravation;
- unexpected and significant material damage to the insured's property located in Finland.

Travel cancellation is covered if any of the above causes for an overriding reason makes it impossible for the insured to embark on travel.

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

Illnesses and diseases developed and accidents sustained by a next of kin are of an overriding nature if:

- the ill or injured next of kin is a family member who lives in the same household and would embark on the same trip; or
- the insured's presence with the ill or injured person is absolutely necessary to care for that ill or injured person; or
- the ill or injured person is in a life-threatening condition.

### 18.2 Exclusions

In the event that circumstances which are unrelated to the covered insured event essentially contribute to the cancellation of travel or to any costs, compensation is paid only insofar as the insured event and the costs can be deemed to have been caused solely by a covered cause set out in the insurance terms and conditions.

Once a cause due to which travel is cancelled becomes apparent, the travel or other service must be immediately cancelled with the tour operator or the service provider. If the travel is not cancelled, this cancellation cover reimburses only that portion of the insured's expenses for which the insured would have remained responsible under the law or the tour operator's or other service provider's terms and conditions had the travel been cancelled.

This Travel cancellation cover does not cover travel cancellation if:

- the cover is taken out later than three days before the commencement of the travel;
- the reason for the cancellation becomes apparent before the cover commences or is taken out or before the travel is booked;
- the travel is cancelled due to the insured's anxiety of contracting a disease or because of some other anxiety; or

- the sudden illness or aggravation of an illness due to which the travel is cancelled results from abuse of a pharmaceutical substance or from consumption of alcohol or drugs.

### 18.3 Travel cancellation due to a crisis situation

Travel cancellation expenses are covered when travel outside Finland is cancelled due to a natural disaster, a sudden highly contagious epidemic or a sudden and unexpected armed conflict or terrorist attack and the Ministry for Foreign Affairs of Finland, a Finnish embassy or some other similar authority at the travel destination, such as the police or the Ministry of the Interior, recommends to avoid all travel to the destination or recommends to leave the destination. Travel cancellation is covered when the reason for the travel cancellation becomes apparent unexpectedly after the travel has been booked and paid. If travel is cancelled due to an armed conflict, the exclusions set out in Section 4.4 do not apply, except where there is a major war.

Natural disaster means earthquakes, volcano eruptions, forest fires, landslides, tidal waves and floods as well as other comparable major eruption of natural forces.

Epidemic means an infectious disease that breaks out suddenly and unexpectedly and affects a particularly wide group of people or large geographical area.

If travel is cancelled due to a crisis situation, payment of compensation requires that:

- the armed conflict or terrorist attack occurs less than 14 days before the travel is due to start; or
- the natural disaster occurs or the highly contagious epidemic starts less than 30 days before the travel is due to start; and
- the Ministry for Foreign Affairs of Finland, less than 30 days before the travel is due to start, issues a recommendation to avoid all travel to the destination or recommends to leave the destination because of a natural disaster or a highly contagious epidemic;
- the travel must have been booked and paid before the incident in question occurs; and
- the incident can be expected to have a negative impact on the conditions at the travel destination at the scheduled time of the travel.

If travel is cancelled due to a crisis situation, compensation is paid in compliance with Section 18.4.

The terms 'travel destination' and 'scene of incident' mean the destination city or village where the insured would have taken up accommodation and where the natural disaster, epidemic, armed conflict or terrorist attack occurs.

### 18.4 Compensation under the Travel cancellation cover

In respect of cancellation, what is reimbursed is the portion of the price paid in advance for the trip which the tour operator or other service provider is not liable to return under the law, the travel terms and conditions or the tour operator's or service provider's other terms and conditions. Maximum cover is limited to €5,000 per trip and per insured.

If the original trip is cancelled due to a covered cause shown in this section, the Travel cancellation cover

can alternatively reimburse the cost of rescheduling the trip. The amount of the reimbursement payable for rescheduling a trip cannot be higher than the compensation to which the insured would be entitled if the trip were to be cancelled completely.

Covered expenses do not include any of the following:

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

## 19 Travel interruption cover

### 19.1 Covered instances of travel interruption

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

- the insured's serious travel illness or travel accident;
- a sudden and unexpected serious travel illness, travel accident or death of a next of kin laid down in Section 2.2 of the insurance terms and conditions who is travelling with the insured;
- a sudden and unexpected serious illness, accident or death of a next of kin laid down in Section 2.2 of the insurance terms and conditions who is not travelling with the insured;
- unexpected and significant material damage to the insured's property located in Finland. With regard to material damage, damage is of an overriding nature if it requires the insured's presence at the scene of the damage in order to limit the damage.

The cause of the interruption must have become apparent after the commencement of travel. Travel interruption is covered if any of the above causes for an overriding reason interrupts travel. For accidents, illnesses and diseases, their overriding nature is assessed on medical grounds.

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

### 19.2 Compensation under the Travel interruption cover

Cover includes the following:

- necessary additional expenses of travel and accommodation which are incurred from the insured's return to the place where he or she is domiciled, or from continuing the travel in accordance with the original travel plan;
- reasonable LocalTapiola-approved travel expenses of a new outward journey to the travel destination if while cover is in force this is necessary to continue studies or employment;
- services, trips and similar at the destination paid in advance by the insured which were not used during travel, with the exception of unused accommodation and flights. Maximum cover

for the above services is limited to €1,000 per insured. Compensation is payable only insofar as the insured has not been refunded by the tour operator or service provider;

- additional expenses of travel and accommodation which a guardian travelling with the insured incurs if the insured is under 18 years old and if travel is interrupted due to the insured's serious travel illness or travel accident;
- for one next of kin, direct expenses of travel and accommodation approved by LocalTapiola in advance from an outward and a return journey to visit the insured or, for one person travelling with the insured, the additional expenses of travel and accommodation if the insured is in a life-threatening condition and cannot be repatriated. Additional accommodation expenses are covered only in respect of the time period during which the insured is in a life-threatening condition, but in any case for up to a maximum of 2 weeks. The life-threatening nature of the insured's condition is assessed on medical grounds;
- compensation for lost travel days if the insured's travel is interrupted due to the insured's early return from travel or due to the insured's uninterrupted hospitalisation of more than one day. €50 is the compensation payable for every travel day which the insured loses, but in any case only for up to a maximum of 45 days. The maximum amount of the compensation is limited to the price paid for the travel before travel. Additionally, compensation for lost travel days is also payable to a guardian travelling with the insured if the person hospitalised is under the age of 18 years.

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

Indirect costs, such as loss of earnings, cost of meals or interpretation, clothing, equipment or an escorting person's costs of travel and accommodation, are excluded from cover. Costs of repatriating any means of transport are also excluded from cover.

### 19.3 Travel interruption due to a crisis situation

Covered travel interruption costs include the insured's reasonable, necessary and additional expenses of travel and accommodation incurred from moving to the nearest safe place or from early return home, when:

- the insured is at a travel destination outside Finland or is on the way to the travel destination; and
- the travel is interrupted due to a natural disaster, a sudden highly contagious epidemic or a sudden and unexpected armed conflict or terrorist attack that occurs at the travel destination. However, travel interruption is not covered if the travel interruption is due to a war, rebellion, riot, armed conflict or similar mentioned in Section 4.4 and if the claim does not become compensable under Section 4.4.

Natural disaster means earthquakes, volcano eruptions, forest fires, landslides, tidal waves and floods as well as other similar major eruption of natural forces.

Epidemic means an infectious disease that breaks out suddenly and unexpectedly and affects a particularly wide group of people or large geographical area.

Expenses are covered only:

- if the Ministry for Foreign Affairs of Finland, a Finnish embassy or some other similar authority at the travel destination, such as the police or the Ministry of the Interior, notes the incident and recommends to leave the travel destination; and
- if the insured complies with the instructions issued by the Ministry for Foreign Affairs of Finland, a Finnish embassy or some other similar authority at the travel destination, such as the police or the Ministry of the Interior.

The cause of the interruption must become apparent after the commencement of travel.

The terms 'travel destination' and 'scene of incident' mean the destination city or village where the insured has taken up accommodation and where the natural disaster, epidemic, armed conflict or terrorist attack occurs.

Payment of compensation requires that the decision to interrupt travel is taken within 48 hours of the Ministry for Foreign Affairs of Finland, a Finnish embassy or some other similar authority at the travel destination recommending to leave the risk area or to avoid travelling there. The return home or the move to the nearest safe place must take place within five days of the relevant authority's recommendation.

Maximum compensation is limited to €2,000 per trip and per insured. LocalTapiola must have approved the costs in advance.

If the insured interrupts travel due to a crisis situation at the travel destination, the other travel interruption expenses that are set out in Section 19.2 are excluded from cover.

Covered travel interruption expenses include the travel interruption expenses which the insured is responsible to pay personally and for which the insured is not or would not have been entitled to claim compensation from elsewhere.

Cover is refused if:

- the travel is to an area where, when the travel is due to start, travel is not recommended by the Ministry for Foreign Affairs of Finland, a Finnish embassy or some other similar authority at the travel destination, such as the police or the Ministry of the Interior;
- the insured is entitled to claim compensation under the law or the tour operator's terms and conditions.

## 20 Missed departure cover

### 20.1 Covered instances of missed departure

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

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

Missed departures are covered only if the insured commits sufficient time to make it in time to the place where the connection begins, with due consideration of the conditions prevailing before the commencement of travel and of the regulations issued by the relevant tour operators, carrier, airport or public authority.

## 20.2 Compensation under the Missed departure cover

For missed departures, covered expenses include the necessary additional travel and accommodation expenses incurred from continuing travel with some other equivalent transport link to the original destination or back to Finland to the place where travel ends, in accordance with the insured's original travel plan. Maximum cover for a missed departure is limited to €2,000 per trip and per insured.

If, during travel outside Finland, the insured for a covered reason threatens to miss a connection, the Missed departure cover covers reasonable travel expenses in order to avoid missing the connection so as to allow the insured to continue the travel that has commenced using the original connection. If the carrier arranges replacement transportation in sufficient time to make the connection, the cost of the transport which the insured arranges personally is in this instance excluded from cover. If any travel expenses have been reimbursed in order to avoid missing a departure, that reimbursement is deducted from the sum insured (€2,000) for any possible compensation that is payable for the missed departure resulting from the same cause.

If the insured is unable to continue their travel at all due to a covered missed departure, compensation will be paid for lost travel days calculated as set out in Section 19.2.

Any payment refund or compensation which the insured is entitled to claim from the carrier or tour operator is deducted from the compensation payable for missed departure.

Indirect costs, such as loss of earnings, telephone costs, cost of meals or interpretation, clothing, or any necessities, are excluded from cover.

## Luggage insurance

### 21 Subject matters of luggage insurance, and exclusions

#### 21.1 Insured property, and maximum compensation amounts

This insurance covers the property that the insured takes with them on their trip and any property acquired during travel that is comparable to household goods. Passports and travel tickets are also covered.

Maximum total cover for luggage, per trip, is limited to the maximum compensation amount shown in the policy document. This maximum compensation amount also includes all luggage kept in a motor vehicle, in a caravan or some other trailer, or in a boat or tent.

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

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

#### 21.2 Excluded property

The following items are excluded from luggage insurance cover:

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

## 22 Perils insured

### 22.1 Sudden and unexpected property damage

Luggage insurance covers direct property damage caused during the period of cover to items taken on the trip. Additionally, it also covers the costs specifically mentioned in the terms and conditions.

Cover includes direct property damage caused to the subject matter of insurance by a sudden and unexpected event. Whether damage is of a sudden and unexpected nature is assessed objectively relying on general experience and based on the claimant's conduct. Acceptance of cover does not depend on the consequence of the damage.

### 22.2 Delayed luggage

When luggage is placed under the possession of a carrier, transport company or tour operator on a trip outside Finland and the luggage reaches the foreign travel destination at least 4 hours after the insured, the acquisition costs of necessities are covered up to a maximum total of €2,000 per insured event, but in any case not more than the sum insured shown in the policy document per trip.

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

These expenses are reimbursed on production of supporting documents.

Cover also includes:

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

The above expenses are reimbursed up to a maximum of €500 per covered insured event. Cover does not include any costs of meals.

### 22.3 Exclusions

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

- luggage lost or mistakenly left behind, or any loss or damage caused as a consequence of this;
- theft, if the scene or time of theft cannot be determined;
- money or other payment instruments stolen from a motor vehicle, from a caravan or some other trailer, or from a boat or tent;
- intentional malicious damage or theft committed by someone who has entered the accommodation by the insured's permission;
- breakage of sports equipment or a sports accessory when they are used for their intended purpose;
- claims caused by a manufacturing defect or use error;
- claims caused by normal weather conditions or ordinary natural phenomena if the luggage is not under the possession of a hotel, carrier, tour operator or similar when the claim occurs;
- claims caused by any action taken by a public authority;
- claims covered under an act, warranty or some other contract;
- claims caused by a pet or a domestic animal by biting, scratching, tearing, urinating, defecating, vomiting or staining. Cover also excludes claims caused by insects, birds, lagomorphs or rodents;
- claims for mobile telephones and tablets if it is not possible to deliver the device or the device's IMEI code to LocalTapiola for shutting down the device.

### 22.4 Calculating the amount of loss

This insurance is intended to compensate actual losses, which is why the age of used property affects how the amount of loss is assessed.

If damaged luggage can be repaired, the amount of loss is equal to the repair costs shown in the repair invoice, but in any case not more than the current value of the luggage after deducting the applicable age reductions.

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

For all other types of luggage, the amount of loss is calculated based on the following calculation rules:

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

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

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

### Replacement value of luggage

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

### Fair value of luggage

Fair value of luggage means the cash price that would have been generally obtainable for the property in the market situation on the day on which the claim arose. When calculating fair value, consideration will be given to factors such as the item's age, service life, condition and usability.

### 22.5 Deductible

For every insured event, the insured is liable for the deductible shown in the policy document.

The costs of acquiring necessities and the costs of searching for the luggage are not subject to a deductible.

### 22.6 Safety regulations

When complying with the regulations below, losses can be avoided or, if losses have already occurred, they can at least be limited. It is good to abide by these regulations because, in the event of non-compliance with or intentional breach of the regulations, we may reduce cover or, if there is considerable neglect, we may refuse cover altogether.

#### 22.6.1 Protecting luggage against damage

1. All liquids must be kept away from computers, mobile phones, portable players and equivalent electronic devices so that liquids will not damage them.
2. All property transported must be packed with care and in such a way that it will withstand the normal strain caused by the weather and transport. Easily breakable items, such as cameras, computers and glassware, must be transported in carry-on luggage whenever travelling by regular means of transport.

3. As well as smearable and corrosive substances, liquids must be packed in a manner that provides adequate protection against them not damaging any other items of luggage should they leak or if their packaging gets broken.
4. Computers, mobile phones and all equivalent electronic devices you transport with you must be so protected that they will not get wet, chafed or otherwise damaged.

#### 22.6.2 Prevention of losses from criminal offences

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

## 23 Travel liability insurance

### 23.1 Purpose and validity of the insurance

Liability insurance provides cover against bodily injuries and property damage that fall within the scope of insurance caused to third parties for which the insured is held legally liable for compensation. Cover is provided in accordance with these terms and conditions and the General terms and conditions. Based on liability insurance, LocalTapiola investigates the merit and the quantum of the compensation claims presented to the insured and takes care of litigation, if legal proceedings are initiated to settle the claim.

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

For the definition of 'travel', see Section 15.

### 23.2 Insureds

This insurance provides cover for the policyholder and anyone who actually and permanently resides in the same household with the policyholder. The address recorded in the population information system is treated as the insured's permanent residence.

This insurance also provides cover for the insured's underage children who do not permanently reside at the insured address, whenever these children travel with the insured.

### 23.3 Perils insured and related exclusions

#### 23.3.1 What is covered by liability insurance?

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

#### 23.3.2 Claims caused by a child

This insurance covers claims caused by an insured child regardless of whether that child due to his or her age can be held liable for compensation, while respecting the exclusion concerning intent and gross negligence laid down in Section 23.4.10.

However, this insurance does not cover claims for which someone else is held liable for compensation or claims caused to anyone who was responsible for minding the child when the claim arose.

#### 23.3.3 Claims caused by a dog

Regardless of any fault on the part of the insured, this insurance covers bodily injuries caused by a dog which the insured owns as well as claims caused by a dog in a direct collision with a motor vehicle.

However, this insurance does not cover claims for which the dog's minder or some other party other than the insured is held liable for compensation. Cover also excludes claims caused to the dog's minder or to anyone living in the same household with the minder.

#### 23.3.4 Damage caused to accommodation during travel

This insurance covers the insured's compensation liability which arises from damage inflicted suddenly on the structures of an apartment or building that the insured uses as his or her accommodation during travel.

However, cover does not include loss or damage caused:

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

## **23.4 Perils excluded**

### **23.4.1 Claims caused to self or worker**

This insurance does not cover claims 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 worker or an equivalent person insofar as that person is entitled to indemnity for the claim under statutory workers' compensation insurance or motor liability insurance.

### **23.4.2 Contractual liability**

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

### **23.4.3 Known risk of damage**

This insurance does not cover claims if, when cover commenced, the insured was or should have been aware of the error, defectiveness or some other factor that gives rise to compensation liability.

### **23.4.4 Property in use by, handled by or in care of the insured**

This insurance does not cover claims in respect of property that is in the possession of or on loan to the insured when the act or negligence causing the claim occurs.

This insurance does not cover any loss or damage caused to property which, when the act or negligence causing the claim 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 claim;
- otherwise in the care of the insured or someone acting on the insured's behalf.

### **23.4.5 Ownership and possession of immovable property and condominium unit**

This insurance does not cover claims caused through the

- ownership,
- possession, or
- maintenance

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

### **23.4.6 Traffic accidents, and watercraft and aircraft**

This insurance does not cover claims caused by:

- 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 a corresponding foreign act;

- the use of a boat, vessel or some other motorised watercraft subject to registration;
- the use of aircraft for aviation when the insured is held liable for compensation in the capacity of the aircraft's owner, holder or operator, in the capacity of someone carrying out a duty aboard the aircraft, or in the capacity of the employer of any of these persons.

### **23.4.7 Groundwater, and quarrying, piling and blasting work**

This insurance does not cover claims caused by:

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

### **23.4.8 Environmental damage, and claims caused by moisture and flooding**

This insurance does not cover claims 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 covers sudden claims that are due to the insured's random or single error or neglect or that are due to a failure or defect caused suddenly and unexpectedly in a building, facility or equipment for any reason that is based on the insured's compensation liability. It is further necessary that claims which arise for a reason satisfying the above conditions must occur suddenly, unexpectedly and quickly and they must not be based on any delayed, gradual impact or continuing activity or neglect or events that are otherwise recurring.

### **23.4.9 Gainful activity, trade or business**

This insurance does not cover loss or damage:

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

### **23.4.10 Intent or gross negligence**

This insurance does not cover claims that the insured causes intentionally. However, claims caused intentionally by an insured who is under the age of 12 years can be covered.

Cover may be reduced or it may be denied altogether if the insured causes a claim:

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

#### **23.4.11 Brawl, assault or some other criminal offence, or fine**

This insurance does not cover:

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

#### **23.4.12 Other liability insurance policies**

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

### **23.5 Settlement of claims**

#### **23.5.1 LocalTapiola's obligations**

After a covered claim which exceeds the applicable deductible is reported to LocalTapiola, it will determine whether the insured is held liable for damages and will negotiate with the claimant.

When LocalTapiola is prepared to enter into agreement with the injured party on the payment of compensation under this insurance, subject to the applicable maximum compensation amount, it will notify the insured of this. If the insured does not accept the agreement, LocalTapiola will not be liable to pay any more compensation. LocalTapiola is also not under an obligation to cover any costs that are incurred after this notice or to investigate the case any further.

#### **23.5.2 Insured's obligations**

The insured must strive to ensure that LocalTapiola is afforded an opportunity to assess the amount of loss and to settle the case amicably. If the insured personally compensates the claim, settles it or accepts the compensation demand made, this will be binding on LocalTapiola only if it is apparent that the amount and criteria of compensation 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 LocalTapiola the information and documents which the insured holds that are relevant for the settlement of the claim;
- to obtain or prepare any necessary information, documents and examinations which are available to the insured at a reasonable cost.

### **23.6 Indemnification regulations**

#### **23.6.1 Damages**

Subject to the limitations laid down in the policy document and in any special conditions, this insurance covers the damages that the insured is held liable to pay. The amount of damages is established in accordance with the legal practice and provisions governing the awarding of damages.

#### **23.6.2 Expenses from preventing imminent risk of damage**

Where the risk of damage is imminent 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 which are necessary to eliminate an immediate risk of third-party liability damage, but it

does not apply to any damage aftercare measures that are more far-reaching than this, unless otherwise agreed on these measures with LocalTapiola. Cover includes the expenses for these necessary measures.

#### **23.6.3 Settlement expenses and legal expenses**

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

If an issue of damages is taken to court and the basis of the demand concerns a claim covered by this insurance, LocalTapiola will take care of the legal proceedings on the insured's behalf and will cover the necessary and reasonable legal expenses arising from this. Unless the insured notifies LocalTapiola of the legal proceedings in advance, LocalTapiola will not be under an obligation to cover any costs or expenses that arise from the legal proceedings. If the legal proceedings also concern other matters, only that proportion of the expenses of the compensation claim is accepted which falls within the scope of cover.

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

#### **23.6.4 Sum insured, deductible and value added tax**

Including all settlement expenses and legal expenses, the maximum total cover 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 are treated as one insured event regardless of whether the losses are discovered in the course of one or several insurance periods. In the event that such losses are discovered in the course of different insurance periods, they are deemed to be attributed to the insurance period in which the first case of loss was discovered.

For every insured event, the insured is liable for the deductible shown in the policy document.

However, in deviation of the details in the policy document, all claims arising from blocked passage of showering water or bathing water into a floor drain are subject to a deductible of 20 per cent of the amount of loss, but in any case never less than the deductible shown in the policy document and never more than €20,000.

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

#### **23.6.5 Liability in solidum**

Where several persons are held liable in solidum to compensate the same claim, this insurance covers only that part of the claim which reflects the insured's contribution and any advantage which he or she may have gained from the insured event. The maximum

cover provided by this insurance is in proportion to the number of the liable parties, unless the reasons shown above give rise to a higher level of compensation.

## 24 Travel legal expenses insurance

### 24.1 Purpose of the insurance

Legal expenses insurance is intended to cover 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 24.4. Cover is provided in accordance with these terms and conditions and the General terms and conditions.

This insurance concerns the insured in matters that relate to private life, occur during the trip and are immediately linked to the trip and to travelling.

### 24.2 Insureds

This insurance provides cover for the policyholder and anyone who actually and permanently resides in the same household with the policyholder. The address recorded in the population information system is treated as the insured's permanent residence.

This insurance also provides cover for the insured's underage children who do not permanently reside at the insured address, whenever these children travel with the insured.

### 24.3 Validity and courts

Cover is in force worldwide during travel which commences in Finland during the period of cover. The insured may take advantage of this insurance in insured events that can be directly referred to a district court in Finland or to a corresponding foreign court.

The criminal prosecution or contested claim to which the insured event refers must be based on an event, circumstance, legal act or tort that has occurred during the period of cover within the territorial limits where cover is in force.

Cover does not include expenses in cases which come before the administrative authorities or special courts or which come before any equivalent courts in the country of destination. Cover also does not include 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.

### 24.4 Perils insured

#### 24.4.1 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.

#### 24.4.2 Single insured event

Matters are considered to constitute a single insured event whenever:

- two or more insureds of this insurance are on the same side in a dispute, criminal case or 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; or
- the actions have been joined or they should be joined in the legal proceedings because they are essentially due to the same cause of action or because they concern the same case or a case that belongs to the same context.

### 24.5 Related exclusions

#### 24.5.1 Earning of income, and ownership

This insurance does not provide cover for any expenses which 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 an enterprise, or principal or ancillary activity to acquire income, or that concern any of the above activities in which an additional 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, 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 the insured's permanent residence or an own-use holiday home which the insured owns. Cover does not include expenses the insured incurs in cases which concern renting or leasing of any immovable property, building, apartment or section thereof and in which the insured is a party in the capacity of lessor;
- f) that concern co-ownership or the dissolution of co-ownership;
- g) that concern any transactions for immovable property, apartments, boats, motor vehicles or animals.

### 24.5.2 Criminal cases

This insurance does not provide cover for any expenses which 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 cover 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.

### 24.5.3 Family matters and inheritance

This insurance does not provide cover for any expenses which 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. Cover also does not include any enforcement that relates to these matters;
- c) that concern the appointment or removal of a guardian, a trustee, an executor or an administrator.

### 24.5.4 Financial matters

This insurance does not provide cover for any expenses which 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.

### 24.5.5 Other exclusions

This insurance does not provide cover for any expenses which 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;

- d) that relate to a claim that was transferred to the insured;
- 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 under liability insurance, or under legal expenses insurance that is linked to a motor vehicle insurance or a boat insurance policy;
- h) that are tried as a collective action or as a collective complaint.

## 24.6 What to do after an insured event

### 24.6.1 Loss report

If the insured wishes to take advantage of this insurance, the insured must inform LocalTapiola of this in advance before any legal expenses are incurred. After being informed of this, LocalTapiola will send the insured a claim settlement decision.

### 24.6.2 Appointing an attorney

The insured is required to 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 where cover is in force.

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

### 24.6.3 Cost claim to the opposing party

In cases which progress to a main hearing at a district court or at a corresponding foreign court, and in cases tried in arbitration, the insured 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, cover may be reduced or it may be denied altogether under the Insurance Contracts Act.

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

### 24.6.4 Approval of expenses

The insured does not have the right to approve, in a manner that would be binding on LocalTapiola, the amount of the expenses of pursuing the case. If the insured pays any of his or her legal expenses out of pocket, the sum paid will not be binding on LocalTapiola when assessing whether the legal expenses are reasonable.

## 24.7 Indemnification regulations

### 24.7.1 Sum insured

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

### 24.7.2 Deductible

Covered expenses are subject to the deductible shown in the policy document.

### 24.7.3 Covered expenses

This insurance provides cover for the insured's necessary and reasonable legal expenses arising from an insured event as follows:

#### 24.7.3.1 In disputes and non-contentious civil cases

The expenses of an attorney and of any presentation of evidence. Where a case is subject to judicial mediation, this insurance also covers the insured'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, on a decision passed by an authority or on a decision passed in any discharge of duties, expenses can 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 some other such body instead of the courts.

#### 24.7.3.2 In criminal cases

##### **Insured as the 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 the 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 cover any expenses in cases that concern a criminal prosecution which the public prosecutor conducts against the insured. No cover is provided even where the court later dismisses the charges and exempts the insured from penalties.

### 24.7.4 On appeals to the Supreme Court

If an appeal to the Supreme Court or to a corresponding foreign court is subject to leave to appeal, the costs of appeal will be covered only if such leave is granted. The costs of extraordinary appeals can be covered only if the Supreme Court accepts the complaint, annuls the judgment or provides restitutio in integrum.

### 24.7.5 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, only the expenses which are deemed to be attributable to the insured will be covered.

### 24.8 Amount and calculation of indemnity

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

In respect of the expenses of an attorney, cover includes 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 in issue can be determined, the maximum reimbursable expenses are 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 the benefit, any claims for interest expenses and those for legal expenses will be ignored.

### 24.9 Excluded expenses

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

- a) the opposing party's legal expenses that the insured is ordered or agrees to pay. However, the opposing party's legal expenses which the insured is ordered to pay are reimbursed on the same terms as those which apply to the insured's own legal expenses when the insured's opposing party, in the main, fails to comply with a decision which essentially favours the insured issued by the Consumer Disputes Board, the Insurance Complaints Board or another equivalent body;
- b) 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 if the investigation is used as evidence;
- h) costs which the insured or his or her attorney incurs by not appearing before the court, by failing to comply with orders given by the court or by presenting a submission which they have known or which they should have known to be groundless, or which they 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.

## 24.10 Other liability provisions

### 24.10.1 Time of payment of indemnity

LocalTapiola 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, LocalTapiola will also pay indemnity after each level of court. In addition, LocalTapiola may at its discretion exceptionally pay reimbursement in advance if the proceedings become considerably prolonged.

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.

### 24.10.2 On the opposing party's reimbursement of expenses

Any reimbursement of expenses that the insured's opposing party is ordered or undertakes to pay the insured is to be treated as reducing LocalTapiola's liability if the reimbursement is successfully collected from the party liable to make the payment.

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 LocalTapiola up to the amount of the insurance reimbursement. In order for the reimbursement to be paid, 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 24.7.1, the insured is liable to transfer to LocalTapiola the portion of the opposing party's reimbursement of expenses which exceeds the out-of-pocket element paid by the insured.

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 LocalTapiola this reimbursement of expenses, with interest, up to the amount of the insurance reimbursement paid.

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

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

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

The companies' contact details are available at [www.lahitapiola.fi](http://www.lahitapiola.fi).