Brochure*

# Travel Insurance for Trips Abroad
# Nordea Business Mastercard

The insured are Nordea Business Mastercard -cardholders and their spouses and children under the age of 19 in their care. The insurance covers the spouse and children, even when they travel alone. The insurance is valid on trips paid for (at least 75 %) with a Nordea Business Mastercard. If less than 100 % of the trip has been paid for with the aforementioned card, the amount of the indemnity is reduced correspondingly.

The insurance is valid on trips abroad anywhere in the world for a maximum of 60 days. In the insured's home country, the insurance cover is limited to the death benefit and disability benefit associated with a travel accident, from the time the insured leaves his/her residence or place of work for the airport or other point of departure for a trip to a foreign destination, and ends when the insured returns to either his/her home or place of work.

**Tryg Alarm**
is included in the insurance

Tel. +358 800 935 56
E-mail: alarm@tryg.fi
24h service
in English,
Finnish
and Swedish

**Customer service**
+358 800 935 55
Mon-Fri 8 am-4pm

| Type of benefit | Sum insured (EUR) | Deductible |
|---|---|---|
| Indemnity for accidental death of a person<br>– over 16 years of age<br>– under 16 years of age | <br>100,000<br>1,700 | <br>–<br>– |
| Indemnity for permanent disability – accidents | Max. 100,000 | – |
| Trip Cancellation | Max. 1,700 | – |
| Missed departure | Max. 1,700 | – |
| Trip Interruption | Max. 1,700 | – |
| Cover for luggage delay<br><br>– extra indemnity for luggage arriving more than 48 h late | Max. 170<br><br>Max. 480 | 4h delay<br>48h delay |
| Indemnity for delay, late departure | Max. 420 | 4h delay |
| Liability insurance, bodily injury to a third party / material damage to a third party | Max. 85,000 | – |

The insured is entitled to one indemnity, even if the insured has more than one card that also includes travel insurance.

*This brochure does not replace the terms and conditions of the insurance. Please read carefully the attached complete terms and conditions, which describe in detail what the insurance covers and what are the exclusions to the insurance coverage.

In case of discrepancies, the Finnish version shall prevail.

# Nordea Business Mastercard Travel Insurance for Trips Abroad

Travel insurance terms and conditions, valid as of 1 January 2018

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**Nordea Business Mastercard Travel Insurance for Trips Abroad**

## 1. Group travel insurance

The content of this group insurance is subject to the following insurance terms and conditions. The policyholder is Nordea Bank Abp, and the insurance is granted by Tryg Forsikring A/S (hereinafter ”Tryg” or ”insurance company”). In addition to the terms and conditions presented herein, the policy is also subject to the General Terms and Conditions of Group Insurance included in the end of these Terms and Conditions.

## 2. The insured and beneficiaries

### 2.1 The insured

The insured are Nordea Business Mastercard -cardholders and their spouses and children under the age of 19 in their care. The insurance covers the spouse and children, even when they travel alone. The insurance is valid on trips paid for (at least 75 %) with a Nordea Business Mastercard.

### 2.2 Beneficiaries

In the event of death, the beneficiary(ies) will be the insured’s next-of-kin unless the insured has notified Tryg in writing of another beneficiary. In particular the beneficiaries are defined in clause 5 of the General Terms of Contract.

## 3. The insurance and its validity

### 3.1 Object of insurance

Under these terms and conditions, the insurance covers consequences of loss events occurring on trips abroad during the period of validity of the insurance.

### 3.2 Insurance period and territorial validity

The insurance is valid on trips abroad anywhere in the world for a maximum of 60 days.

In the insured’s home country, the insurance cover is limited to the benefits defined under items 6 and 7 (death benefit and disability benefit associated with a travel accident) in the table shown in clause 4, from the time the insured leaves his/her residence or place of work for the airport or other point of departure for a trip to a foreign destination, and ends when the insured returns to either his/her home or place of work.

The insured’s home country means the country in which the insured has a permanent residence and where he/she permanently resides over 183 days of the year.

### 3.3. Validity clause

The insurance is valid only if at least 75 % of the price of the trip has been paid for with a Nordea Business Mastercard. If less than 100 % of the trip has been paid for with the aforementioned card, the amount of the indemnity is reducedcorrespondingly.

## 4. Content of insurance

| Type of benefit | Provision | Sum insured (EUR) | Deductible |
|---|---|---|---|
| Indemnity for accidental death of a person 16 years or older | 6 | 100,000 | - |
| Indemnity for accidental death of a person under 16 years of age | 6 | 1,700 | - |
| Indemnity for permanent disability – accidents | 7 | Max. 100,000 | - |
| Trip Cancellation | 8 | Max. 1,700 | - |
| Missed departure | 9 | Max. 1,700 (or at maximum the price of the original trip, if that is lower) | - |
| Trip Interruption | 10 | Max. 1,700 (or at maximum the price of the original trip, if that is lower) | - |
| Indemnity for delay, luggage arriving late | 11 | Max. 170 | 4 h delay |
| - extra indemnity for luggage arriving more than 48 h late | 11 | Max. 480 | 48 h delay |
| Indemnity for delay, late departure | 12 | Max. 420 | 4h delay |
| Liability insurance – bodily injury to a third party | 13 | Max. 85,000 | - |
| Liability insurance – material damage to a third party | 13 | Max. 85,000 | - |

The sums insured, as stated in the table below, are the maximum indemnities paid for any single loss event defined in the insurance.

Any secondary or parallel Nordea Bank Abp Business Mastercards which incorporate travel insurance do not entitle their holders to multiple indemnities.

**5. General restrictions applied to all benefits**

**5.1 Events not indemnified as accidents:**
- an injury due to an illness or congenital defect of the insured,
- an injury caused by a loss event which is due to an illness or physical defect which the insured has been aware of,
- loss which has been caused willfully or is a consequence of the insured's willful exposure to an imminent danger,
- loss caused by the insured's refusal to receive medical treatment,
- an infectious disease caused by the bite or sting of an insect or tick or the consequences thereof,
- the consequences of abuse or excessive use by the insured of medicine, alcohol or other intoxicants,
- food poisoning,
- the psychological consequences of an illness or accident.

**5.2 No indemnity is paid if the illness, injury or death has been caused in the following activities:**
- climbing, e.g. mountaineering, rock and wall climbing,
- independent treks or expeditions abroad to mountains, jungles, deserts, wilderness areas or other uninhabited areas,
- ocean sailing,
- aviation sports, e.g. hang-gliding, paragliding, parachuting, flying in an ultra-light or amateur-built aircraft, gliding, hot-air ballooning, bungee jumping,
- speed skiing or off-piste downhill skiing,
- scuba diving,
- combat or contact sports such as boxing, wrestling, judo or karate,
- motor sports,
- if the insured is riding or is a passenger on an over 125 cc motorcycle
- strength sports such as weightlifting or powerlifting,
- whitewater canoeing,
- other sports or activities comparable to those listed above.

**5.3 Alcohol, medicines, intoxicants, deliberate acts or gross negligence**
No indemnity is payable if the illness, injury or death has been caused by the consumption of alcohol or some other intoxicating substance, or an overdose or abuse of a medicine. The indemnity may be reduced or disallowed if the insurance event is the result of a deliberate act or gross negligence on the part of the insured or another party entitled to the indemnity (see clause 3 of the General Terms and Conditions of Group Insurance). No indemnity is payable if the loss or damage is due to participation of the insured in an actual or attempted criminal act.

**5.4 Nuclear accident, riot, war, armed conflict, aviation accident, landslide and avalanche:**
No indemnity is payable for loss or damage due to
- a nuclear accident described in the Nuclear Liability Act, regardless of where the accident occurs,
- a nuclear weapon, nuclear accident or other comparable incident,
- participation in violent industrial action, insurrection or other violent civil commotion in a public place,
- participation in an actual or attempted criminal act,
- an accident caused by the insured's participation in active military, police, militia, or peace-keeping operations or exercises for such operations,
- war or armed conflict,
- an aviation accident if the insured is a member of the crew of the aircraft or performing duties related to the flight,
- landslide or avalanche.

**5.4.1 Terrorism**
The insurance does not cover loss caused by an act of terrorism. 'Act of terrorism' means the use of force or violence or the threat of such, intended to cause or resulting in property damage, personal injury or disturbance, or action which endangers human life or property when the action is directed against an individual, property or authority, and its expressed or otherwise obvious aim is the attainment of financial, ethnic, nationalist, political, racial, religious or other goals.

The exclusion also applies to injury or death caused by use of international military force to hinder, prevent or alleviate a known or suspected terrorist act. Acts of terrorism also include acts, which the government concerned has proved or stated to be acts of terrorism.

Robberies or other criminal acts whose aim is the perpetrator's personal good, and acts caused by personal relationships between the perpetrator(s) and victim(s) are not deemed acts of terrorism.

**5.4.2 Radioactive, biological and chemical substances**
No indemnity is paid under the insurance if the event is due to:
- use of radioactive substances or emissions which either directly or indirectly result in a nuclear reaction, radioactive radiation or contamination,
- use, escape or release of poisonous biological or chemical substances.

**6. Accidental death**

The sum insured, which is EUR 100,000, is paid in the event of accidental death of the insured in accordance with the insurance terms and conditions. In the event of accidental death of a child under 16 years of age, the indemnity is EUR 1,700. The death benefit is based on the person's age at the time of death.

Indemnities paid to the insured for an accidental permanent disability are deducted from the death benefit if the death was caused by the same accident. However, no indemnity is paid if the insured dies after one (1) year has elapsed since the accident (the date of the incident).

**7. Indemnity for permanent disability accidents**

Permanent disability means a medically assessed general disability sustained by the insured due to an accident during the validity of the insurance. In determining disability, only the nature of the injury is taken into account; the individual

circumstances of the injured, such as his/her profession or leisuretime pursuits, do not affect the determination of disability.

The policy covers permanent injury to an upper limb, a lower limb, the cervical spine, the back and/or the head and the eyes. The degree of disability thus caused is determined in accordance with decision 1012/86 of the Finnish Ministry of Social Affairs and Health (MSAH) (clauses 1-6 and 10 of the decision).
However, this policy does not indemnify for permanent disability on the following grounds: the sequela of brain damage (MSAH, clause 7), mental retardation (MSAH, clause 8), injury to the spinal cord (MSAH, clause 9), injury causing hearing disability or other sensory disability (MSAH, clause 11), injury to the respiratory organs (MSAH, clause 12), injury to the circulatory system (MSAH, clause 13), injury to organs in the abdominal or pelvic regions (MSAH, clause 14), or injury to the epidermis (MSAH, clause 15). No indemnity is payable if the disability results from a mental health problem.

Permanent disability is determined one (1) year after an accident, at the earliest. If the degree of disability is raised by at least two (2) disability categories before two (2) years have elapsed since the indemnity for permanent disability was paid for the first time, a revised amount of indemnity will be paid corresponding to the rise in the disability category. A change in the degree of disability after the stated period will not affect the amount of indemnity paid.

No indemnity for permanent disability is payable if the permanent disability manifests for the first time more than two (2) years after the accident.

Injuries are divided into disability categories 1-20, with category 20 corresponding to full disability. For full and permanent disability, an indemnity is payable equal to the sum insured valid at the time the accident occurred (see clause 4 of the terms and conditions). For partial and permanent disability, an indemnity is payable equal to as many twentieths of the sum insured as indicated by the disability category. Additionally, indemnity is only paid provided that disability of at least category 2 (10%) occurs.

**8. Trip Cancellation**

**8.1 Losses covered**
The insurance covers costs incurred from cancellation of a trip, i.e. prevention of the insured's departure due to a sudden serious illness, accident or death of the insured or his/her next-of-kin. The cancellation must be on doctor's orders.

Cancellation costs are also indemnified, if the cancellation is due to sudden, considerable financial damage to the property of the insured in his/her home country, which compels the insured to cancel the trip. Other insured persons living in the same household are also covered for trip cancellation if one of the insured persons is prevented from travelling as defined hereinabove.

In the event of cancellation, the insurance covers costs up to the sum insured for which the insured is liable under the tour operator's travel conditions and the Package Travel Act 1079/94. If the trip organizer is not a tour operator (travel agency) as referred to in the Package Travel Act, the insurance covers travel and accommodation costs. The insurance does not cover other costs paid in advance before the trip.

The claimant shall first apply for reimbursement from the tour operator. Tryg indemnifies only that part for which the tour operator is not liable for according to the law of Finland and the terms and conditions of package tours.

The next-of-kin mentioned above refers to a spouse, common-law spouse, child, adoptive or foster child, child of the spouse or common-law spouse, grandchild, parents, parents-in-law, adoptive or foster parents, parents of the common-law spouse, siblings, half-siblings or stepsiblings, daughter-in-law or son-in-law or, if the insured has booked the trip for two people, travelling companion.

**8.2 Exclusion - no indemnity is paid**
The cancellation of a trip is not covered if the insured was aware of the reason for the cancellation before booking and paying for the trip.

**9. Missed departure**

The policy indemnifies costs related to missed departure or connecting transportation abroad or in the home country of the insured in conjunction with air travel abroad, if the insured fails to arrive at the departure point in accordance with the original travel plan for a pre-booked flight, boat or train trip because a public conveyance or transport arranged by the tour operator is delayed or the private motor vehicle where the insured is travelling, is delayed due to a traffic accident where the vehicle is directly involved. The policy indemnify reasonable and necessary extra transport and accommodation expenses. Expenses are indemnified up to the maximum sum insured defined in section 4 or at maximum the price of the original trip.

The policy does not indemnify costs related to missed departure or connecting transportation if the insured has failed to be at the point of departure as per the written instructions set by the transport company.

**10. Trip Interruption**

The policy covers, up to the maximum sum insured defined in section 4 or at maximum the price of the original trip, interruption of trip if it is caused by an acute, serious and unexpected illness, accident or death of the insured or his/her next-of-kin. The trip is considered interrupted if the insured has to return home or is hospitalized before the end of a trip. The necessity is assessed on medical grounds.

The next-of-kin mentioned above refers to a spouse, common-law spouse, child, adoptive or foster child, child of the spouse or common-law spouse, grandchild, parents, parents-in-law, adoptive or foster parents, grandparents, parents of the

common-law spouse, siblings, half-siblings or stepsiblings, daughter-in-law or son-in-law or, if the insured has booked the trip for two people, travelling companion.

Untimely return of the insured is only indemnified if the care of the insured's illness or accident requires his/her return to home country on medical grounds.

In case a trip is interrupted, the policy covers unavoidable, additional travel and accommodation expenses of the insured, but not food or meal costs, unused services, excursions and travel at the destination for which the insured has paid in advance, lost travel days due to an untimely return or hospitalization.

Indemnity for the same period is paid for only one reason, i.e. either for hospitalization or for untimely return. The remuneration or compensation that the insured is entitled to from the transport company or the tour operator is deducted from the indemnity. Costs arising from the repatriation of a transport vehicle are not covered if a trip is interrupted.

**10.1 Indemnities for travel days lost**
Indemnity for travel days lost is payable for the duration of hospital treatment or due to untimely return of the insured who has been hospitalized during the trip due to a illness or accident covered by this insurance policy or has interrupted his/her trip due to a reason defined in section 10.

As travel days lost, the policy indemnifies for the same percentage of the total costs of the immediate travel expenses paid before the start of the trip as the ratio of travel days lost to total travel days, but not in excess of the sum insured defined in section 4 or the price of the original trip.

The number of travel days is calculated in full 24-hour periods as of the moment the trip begins. The lost travel days are calculated correspondingly, from the commencement of hospital treatment or of interruption of the trip until hospital treatment ceased, but not beyond the date the trip was scheduled to end. If the last full period calculated in this manner is exceeded by 12 hours, the latter is considered a full day.

If the insured loses three quarters of all travel days, he/she is considered to have lost all travel days.

**11. Indemnity for delayed luggage - essential articles**

The insurance covers the purchase of essential articles up to the sum insured (EUR 170), if flight luggage is delayed for more than four (4) hours. Essential articles include essential clothing and toiletries. The necessity of the acquired articles will be assessed in relation to the purpose of the trip.

If the luggage is delayed for more than 48 hours, the insurance company pays an extra indemnity (maximum EUR 480) for the purchase of essential articles.

**11.1 Indemnity is paid on the condition that:**
- the luggage has been checked in with an airline as accompanying luggage,
- the insured has taken reasonable steps to recover the luggage. Delay in the transport of luggage must be reported to the airline company concerned immediately, and the insured must provide a certificate of the delay in the transport of the luggage when presenting his/her claim.

**11.2 Exclusion - no indemnity for delay is paid in the case of:**
- flights other than those registered in the international reservation system for registered charter flights,
- luggage seized by customs or the authorities,
- a delay due to a strike or industrial action that the insured was aware of before setting off on the journey,
- a delay due to the imposition of a flight ban or other action by the aviation authorities or other authorities that the insured was aware of before setting off on the journey,
- luggage delayed when returning home.

**12. Indemnity for delayed flight**

The insurance cover is aimed at a situation where the insured has to await departure for more than four (4) hours owing to delay in the flight or a public conveyance (train, ship or bus) or owing to overbooking. Necessary and reasonable living expenses and any accommodation expenses abroad or in the home country of the insured in conjunction with air travel abroad are indemnified up to the sum insured (up to EUR 420). Costs of necessary clothes and hygiene products shall also be indemnified provided that the insured has been obligated to check-in his/her luggage to the possession of the organizer of the flight.

The insured must obtain from the airline company and/or traffic contractor a certificate on the delay of the flight or public conveyance, and the reason for the delay. The original receipts and evidence of the flight bookings and their confirmation must be appended to the loss report.

The purchases and overnight accommodation must take place in the travel destination where the delay occurred.

**12.1 Exclusion - no indemnity is paid:**
- in the case of other than customarily registered charter or regular flights, or conveyance by ship, train or bus,
- if the delay is due to the insured's failure to check in for the trip in accordance with the tour operator's instructions,
- on the basis of a delay due to a strike or industrial action which the insured was aware of before setting off on the journey,
- on the basis of a delay due to the imposition of a flight ban or other action by the aviation authorities or other authorities that the insured was aware of before setting off on the journey.

## 13. Liability travel insurance

### 13.1 Material damage

The insurance covers any material damage that the insured, in the capacity of a private individual, has caused to a third party through his/her act or negligence during the period of liability, and for which the insured is thereby, under current legislation, liable. Loss or damage incurred in the same event or under the same conditions are considered a single loss event.

### 13.2 Bodily injury

The insurance covers any bodily injury that the insured, in the capacity of a private individual, has caused to a third party through his/her act or negligence during the period of liability, and for which the insured is thereby, under current legislation, liable.

Loss or damage incurred in the same event or under the same conditions are considered a single loss event. Indemnifiable expenses include any necessary and reasonable expenses arising from treatment carried out or prescribed by a physician or dentist, as well as treatment-related transport expenses and burial expenses.

### 13.3 Loss or damage described below is not indemnified as liability loss:

- loss or damage to the insured himself/herself, a family member or a travelling companion of the insured,
- loss or damage arising due to an assault, a fight, or in connection with another crime or attempt thereof,
- loss or damage to property which, at the time of the act or negligence, was or still is in the custody of the insured, borrowed, or otherwise made available to the insured, e.g. rented,
- loss or damage caused by the possession or use of a motor vehicle, motor-driven equipment, a vessel, boat or aircraft which has to be registered,
- the spreading of an infectious disease,
- loss or damage caused by the insured while practicing his/her occupation, trade or other gainful employment,
- loss or damage the liability for which is based on an agreement, a commitment, a promise or a guarantee,
- a fine or any other similar sanction.

Where several parties are jointly and severally liable to make good a case of loss or damage, the insurance will only indemnify for that part of the loss or damage which corresponds to the culpability attributable to the insured and to any advantage he/she may have gained through the loss event. Unless otherwise required by the circumstances described above, only the per capita share of the total loss is indemnified under the insurance.

If the insured compensates, agrees to compensate or accepts a demand to compensate for the loss or damage, this does not bind the insurance company, unless the amount of the compensation is manifestly reasonable. If the loss event results in a legal action, the insured must immediately notify the insurance company.

## 14. Termination of the group insurance

If the group insurance expires due to measures taken by the insurance company or Nordea Bank Abp, Nordea Bank Abp shall notify the insured of the expiry of the insurance, in a manner suitable in the circumstances.

## 15. Submitting a claim

A claim for indemnity must be submitted to Tryg at the latest within one (1) year of the date on which the claimant was informed of his/her right to obtain compensation and, at the latest, within 10 years of the occurrence of the insurance event. If no claim for indemnity is made within this period, the claimant shall lose his/her right to indemnity.

The claimant must provide the insurance company with the documents and information needed to assess the insurance company's liability.

In the event of loss or damage, report the claim on tryg.fi/nordeacards, contact the insurance company, or in case of emergency, contact the emergency assistance company Tryg Alarm.

**Emergency Assistance Company:**
Tryg Alarm
E-mail alarm@tryg.fi
Tel. +358 800 935 56
(24 h service in English, Finnish and Swedish)

**Insurance company:**
Tryg Forsikring A/S
Ballerup, Denmark
E-mail info@tryg.fi
Tel +358 800 935 55
(Mon-Fri 8am- 4pm)

Tryg work with Falck Global Assistance under the name of Tryg Alarm.

### 15.1 The loss report shall include at least the following information:

- a brief description of the loss,
- ticket or other proof of the trip.

*Delayed luggage / departure:*

- in the event of delayed luggage, the certificate of the airline company and the certificate of returning of the luggage,
- receipts of the costs.

*Accidental death / permanent disability:*

- in the event of death, the death certificate, the record of an autopsy, if any, and documents defining the beneficiaries (e.g. deed of estate inventory, extract from the personal

register giving details of relatives),
- in the event of an accident, a description of the loss event and names and contact details of witnesses, if any,
- police investigation report, if any,
- date of examination carried out by a physician and the physician's contact details,
- if the insurance company has asked the insured to submit to an examination carried out by a physician, the insurance company will indemnify the insured for the consequent expenses. In the event of indemnity paid on the death of the insured, Tryg is entitled to request that an autopsy be performed, the costs then being paid by Tryg.

*Cancellation of a trip:*
- physician's certificate, duly dated and signed, with a detailed description of the illness or injury, or other certificate,
- in case of death, death certificate.

*Missed departure:*
- a certificate from the transport company concerning the delay,
- original receipts and a statement concerning costs,

*Trip interruption:*
- physician's certificate, duly dated and signed, with an accurate description of the illness or injury or other certificate,
- a certificate of additional costs,
- in case of death, death certificate,

## General Terms of Contract - Group Insurance

The General Terms of Contract are based on the Finnish Insurance Contracts Act (543/94). The most relevant provisions applicable to group insurance are given below (Insurance Contracts Act, section 4).

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

**1. Key concepts of group insurance**

The insurer is Tryg Forsikring A/S.

The sum insured is the maximum amount of indemnity entered in the table of benefits under the insurance.

Group insurance is an insurance in which the insured are members of a group (cardholders) and the policyholder is the company (Nordea Bank Abp), which concluded the insurance contract with the insurer.

The insured is a Nordea Business Mastercard holder who has paid for a trip or car rental with the aforementioned card. The cardholder's spouse, common-law spouse and children are also insured if their trips have been paid for with a Nordea Business Mastercard.

The child of the insured must be unmarried, live in the same household and be under 19 years of age. The adoptive children and step-children of the insured and the insured's married or common-law spouse are also children as referred to here.

The beneficiary is in the event of death the next-of-kin of the insured, unless the insured has notified the insurer in writing of another beneficiary.

The insurance event is an event for which indemnity is paid under the insurance.

An accident is a sudden, unexpected, external occurrence beyond the control of the insured, which causes bodily injury and takes place during the trip. Drowning, heatstroke, sunstroke and frostbite are also considered accidents.

Essential articles are articles which have been acquired when luggage is delayed, such as toiletries, etc. The necessity of the acquired articles is assessed in relation to the purpose of the trip.

Public transport is licensed transportation of passengers on regular routes. Charter flights are considered to be public transport if the aircraft used was ordered by a travel agency or a tour operator.

Rented cars are all motor vehicles with at least four wheels, which the insured uses for private transportation of persons or goods for a maximum of 60 days. Cars, which are leased or rented for a longer period, are not covered by the insurance.

The safety regulation is the obligation recorded in the insurance terms and conditions or otherwise set in writing to observe the regulations aimed at preventing or restricting occurrence of a loss.

**2. Obligation to prevent and limit loss or damage**

**2.1 Obligation to observe safety regulations**
The insured shall observe the safety regulations recorded in the insurance terms and conditions or otherwise provided in writing. If the insured has willfully or through negligence, which cannot be deemed minor, failed to observe the safety regulations, the indemnity may be reduced or disallowed. The effect of the failure to observe the safety regulations on the occurrence of the loss is taken into account when considering whether to reduce or disallow the indemnity. Moreover, the insured's intent or type of negligence and any other circumstances shall be taken into account.

**2.2 Obligation to prevent and limit loss or damage (salvage obligation)**
In the case of an insurance event or the immediate threat of one, the insured shall, according to his/her abilities, take the necessary action to prevent or limit the loss or damage. If the loss or damage is caused by an outside party, the insured

shall take the necessary action to uphold Tryg's right vis-à-vis the tort-feasor. The insured shall, for instance, attempt to establish the identity of the tort-feasor. If the loss or damage resulted from a punishable act, the insured shall, without delay, report this to the police and demand the perpetrator's conviction if the insurance company's interest so requires. The insured shall in other ways, too, observe all instructions given by Tryg aimed at preventing and restricting loss or damage.

Tryg will indemnify for reasonable expenses caused by fulfilment of the above salvage obligation even if the sum insured would thus be exceeded.

**2.3 Failure to observe safety regulations or salvage obligation under liability insurance**
Under liability insurance, the indemnity is not reduced or disallowed owing to negligence on the part of the insured. However, if the insured has willfully or through gross negligence failed to observe the salvage obligation or if the insured's use of alcohol or other intoxicant has contributed to the negligence, the indemnity may be reduced or disallowed. If the insured has failed to observe the salvage obligation through gross negligence or if the insured's use of alcohol or other intoxicant has contributed to the negligence, Tryg will nevertheless pay from liability insurance the part of the indemnity which the natural person who has suffered the loss or damage has been unable to collect because of the insured's state of insolvency as authenticated by distraint or bankruptcy.

**3. Causing an insurance event**

**3.1 Personal insurance**

**3.1.1 Insurance event caused by the insured**
Tryg is released from liability to any insured that has willfully caused the insurance event.

If the insured has caused the insurance event through gross negligence, Tryg's compensation may be reduced, depending on what is reasonable in the circumstances.

**3.1.2 Insurance event caused by a person entitled to indemnity**
If a person other than the insured who is entitled to indemnity has willfully caused the insurance event, Tryg is released from liability to such party.

If such a person has caused the insurance event through gross negligence or if he/she was at an age or in a state of mind which means that he/she could not be sentenced for a crime, the indemnity or part of the indemnity may be paid to him/her, but only if this is deemed reasonable considering the circumstances in which the insurance event was caused.

If the insured has died, other parties entitled to indemnity shall be paid the part of the indemnity, which is not paid to the person or persons who caused the insurance event.

**3.2 Non-life insurance**
Tryg is released from liability to any insured who has willfully caused the insurance event.

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

The extent to which the insured's action has contributed to the occurrence of loss or damage is also taken into account in considering whether the indemnity is to be reduced or disallowed in the above-mentioned cases. Moreover, the insured's intent or the type of negligence and other circumstances are also taken into account.

**3.3 Causing an insurance event covered by liability insurance**
If the insured has caused the insurance event through gross negligence or if the insured's use of alcohol or other intoxicant has contributed to the insurance event, Tryg will nevertheless indemnify from liability insurance for that part of the indemnity which the natural person who has suffered the loss or damage has been unable to collect because of the insured's state of insolvency as authenticated by distraint or bankruptcy.

**4. Identification in non-life insurance**

What is stated above concerning the insured with regard to causing an insurance event or observing the safety regulations or the salvage obligation also applies to a person:
1) who owns jointly with the insured the insured property and uses it jointly with him/her; or
2) who co-habits with the insured and uses the insured property jointly with him/her.

What is stated above about the insured with regard to observing the safety regulations also applies to a person who, on the basis of his/her employment or official post with the policyholder, is responsible for supervising the observance of such regulations.

**5. Beneficiary clause in personal insurance**

The insured has the right to name a person (beneficiary) who is entitled to the indemnity instead of the insured. The insured may change or cancel the beneficiary clause if the insurance event to which the clause is intended to be applied has not occurred.
Tryg must be notified of any cancellation or change in the beneficiary clause in writing.

**6. Indemnification procedure**

**6.1 Obligations of a claimant**
The claimant shall comply with the instructions for claiming indemnity given in the terms and conditions of the personal or non-life insurance and provide Tryg with the documentation mentioned therein.

The claimant shall provide Tryg with documents and information necessary for the assessment of Tryg's liability. The claimant is required to acquire the

documentation, which he/she is best equipped to acquire, while taking into account that Tryg may also acquire such documentation.

Tryg is not obliged to pay indemnity before it has acquired the said documentation.

If the claimant has, after the insurance event, fraudulently provided Tryg with erroneous or deficient information, which is of importance in investigating the insurance event, and Tryg's liability, the indemnity can be reduced or disallowed, depending on what is reasonable in the circumstances.

**6.2 Limitation of right to obtain indemnity**
A claim for indemnity shall be presented to Tryg within one year of the date on which the claimant was informed of his/her right to obtain indemnity, and within 10 years of the occurrence of the insurance event. Making a notification of the insurance event is comparable to presenting a claim. If the claim is not presented within the said period, the claimant loses his/her right to obtain indemnity.

**6.3 Tryg's obligations**
After the occurrence of an insurance event, Tryg shall provide the claimant, e.g. the insured and the beneficiary, with information on the contents of the insurance and the claim procedure. No advance information given to the claimant on the indemnity, the amount of indemnity or the method of payment will affect the payment obligation as stated in the insurance contract. Tryg will pay the indemnity for the insurance event in accordance with the insurance contract or notify the claimant of non-payment of indemnity without delay and within 30 days of the date on which it received the documentation and information necessary for the assessment of its liability. If the amount of the indemnity is disputed, Tryg will nonetheless pay any undisputed part of the indemnity within the said period.

Tryg pays penalty interest on any delayed indemnity in accordance with the Interest Act.

**7. Lodging an appeal against a decision made by the insurer**

The claimant has several ways at his/her disposal for appealing against a decision made by Tryg. If the matter remains unsettled after he/she has contacted Tryg, he/she may ask for advice and counselling from the The Finnish Financial Ombudsman Bureau or request a decision recommendation from boards. Anyone who is dissatisfied with Tryg's decision may also bring action against the insurer in court.

**7.1 Right to correct**
If a claimant suspects that Tryg has made a mistake in its indemnity decision or some other decision, he/she has the right to obtain more information about the matters which have led to the decision. Tryg will revise the decision if the new investigations give cause to do so.

**7.2 The Finnish Financial Ombudsman Bureau and the boards issuing recommendations**
If the claimant is dissatisfied with Tryg's decision, he/she may ask the The Finnish Financial Ombudsman Bureau for advice and counselling. The Bureau is an impartial body whose function is to advise consumers in insurance and indemnity issues.

Tryg's decision can be submitted to the Insurance Board operating in conjunction with the The Finnish Financial Ombudsman Bureau. The Board's function is to give recommendations for decisions in disputes which concern interpretation and application of the law and insurance terms and conditions in an insurance relationship.

Tryg's decision can also be submitted to the Consumer Disputes Board which provides recommendations for decisions on the basis of consumer protection legislation.

These boards will not handle a case while it is pending or when a ruling has been given in court. The counselling services and statements of the boards are free of charge.

**7.3 District court**
If the claimant is dissatisfied with Tryg's decision, he/she may bring action against Tryg. The action may be brought in the district court in the claimant's domicile in Finland, in the domicile of Tryg or in the place of loss in Finland, unless otherwise prescribed by Finland's international agreements.

Action against Tryg's indemnity decision must be brought within three years of the claimant being informed in writing about Tryg's decision and the time limit. After the time limit has expired, the right to bring action ceases.

**8. Tryg's right of recovery**

**8.1 Tryg's right of recovery vis-à-vis a third party**
The insured's right to claim from a third party the amount of indemnity paid to the insured by Tryg, or in case of person insurance, indemnity for the costs and loss of assets caused by the illness or accident and paid to the insured by Tryg, is transferred to Tryg, if the third party caused the insurance event willfully or through gross negligence or is legally required to pay damages regardless of the nature of his/her negligence.

**8.2 Tryg's right of recovery vis-à-vis the insured or a person identified with the insured under non-life insurance**
Tryg may claim back in part or in full the indemnity which it has paid to another insured person from that insured person or the person identified with the insured who caused the insurance event or failed to comply with the obligations under clauses 2.1 (obligation to observe safety regulations) and 2.2 (obligation to prevent and limit damage). Under the right of recovery, Tryg may claim back the full amount of

indemnity paid if Tryg had, under clauses 2.1, 2.2 or 3.2, been free from liability or entitled to disallow indemnity. If the indemnity has been reduced in accordance with clauses 2.1, 2.2 or 3.2, Tryg may claim for that part of the indemnity which corresponds to the reduction.

**9. Termination of insurance contract**

**9.1 Tryg's procedure of termination**
Tryg shall notify the policyholder in writing of the termination of insurance concerning a person covered by a group insurance. The policyholder shall then notify the individual insured of the notice of termination in writing. Tryg shall give the notice of termination in writing without undue delay, having first been informed about the grounds permitting termination. The insurance contract shall end one month after the date on which the notice was sent.

**9.2 Notification of termination of group insurance**
If the group insurance is terminated due to measures taken by the insurer or the policyholder, the policyholder must notify the insured of the termination of the insurance. The insured's coverage is terminated one month after the date on which the notification was sent or the insured was notified of the termination of the insurance by the policyholder.

**10. Applicable law**
In addition to the terms and conditions of this Group Insurance Contract, this insurance is governed by Finnish law.