

# Brochure\*

## Travel Insurance

### Nordea First Card Executive

The policy is valid for Nordea First Card Executive cardholders, as well as for spouse/partner of the cardholder and children of the cardholder who are under 23 years and living together with the cardholder permanently in the same household. Children of the cardholder under 23 years living with the other parent are also considered as children in this policy when they travel together with the cardholder. The policy is also valid for up to two persons, who are travelling together with the cardholder on behalf of the employer and have booked the trip together with the cardholder. The policy is valid if the insured's First Card Executive - card is valid when the trip started and the trip lasts for a maximum of 90 days. If the trip lasts for an uninterrupted period longer than 90 days, the policy will expire 90 days from the date the trip started.

The policy is valid if the travel costs are paid at least 75 % with the Nordea First Card Executive -card, Nordea First Card Travel Account or AirPlus Travel Account. If the travel costs are paid with a AirPlus Travel Account the insured person should also have a valid Nordea First Card Executive -card. The policy is valid on trips all over the world. In Finland or in the insured's home country, the policy is valid when the insured travels over 50 kilometers from his/her residence, place of work, school or summer house residence. The policy is not, however, valid in the places mentioned above or on trips between them. The policy is valid on trips in Finland or in the insured's home country if the trip includes travel by public conveyance or the trip includes an overnight stay in home country at a hotel. The insured is entitled to one indemnity, even if the insured has more than one card that also includes travel insurance.

#### Tryg Alarm

is included in the insurance

Tel. +358 800 935 56

E-mail: [alarm@tryg.fi](mailto: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
Medical expenses, travel-time illness or accident	500 000	-
Treatment expenses for dental medical expenses (acute toothache during the trip)	150	-
Repatriation to home country due to travel-time illness or accident	Without upper limitations	-
Repatriation due to death	15 000	-
Travel expenses for a family member to visit the insured patient in hospital (for one person up to 5 days)	Necessary and reasonable expenses for transportation, accommodation and food	-
Accidental death	200 000	-
Permanent disability due to an accident (100 %)	200 000	-
Trip cancellation	6 000	-
Unused ski and golf costs related to trip cancellation	300	-
Missed departure	1 700	-
Trip interruption	3 000	-
Cover for delay – flight or other public conveyance	1 000	4h delay
Loss of luggage	2 500	-
Luggage delay – essential articles	1 000	-
Legal expenses	15 000	-
Liability insurance cover	85 000	-
Hi-jack, kidnap and hostage	EUR 1 650 during the first 24h, following five days EUR/day 675, in total up to EUR 5 025	-
Excess cover for car rental abroad	1 200	-
Hole-in-one cover	500	-

\*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 First Card Executive Travel Insurance

Terms and Conditions, valid as of 1 January 2018

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## **Group Travel Insurance for Nordea First Card Executive-card**

This travel insurance contract is subject to the terms and conditions of the policy laid down herein and issued to the cardholder. The policyholder is Nordea Bank Abp and the policy has been issued by Tryg Forsikring A/S (hereinafter Tryg). In addition to the terms and conditions presented herein, the policy is also subject to the General Terms and Conditions attached at the end of these terms and conditions.

### **1. The insured**

The policy is valid for Nordea First Card Executive cardholders.

The policy is also valid for spouse or partner of the cardholder and children, grandchildren, stepchildren, adoptive children and foster children of the cardholder who are under 23 years and living together with the cardholder permanently in the same household. Children of the cardholder under 23 years living with the other parent are also considered as children in this policy when they travel together with the cardholder.

The policy is also valid for up to two (2) persons, who are travelling together with the cardholder on behalf of the employer and have booked the trip together with the cardholder.

### **2. Validity of the policy**

#### **2.1 Purchaserequirement**

The policy is valid if the travel costs are paid at least 75 % with the Nordea First Card Executive -card, Nordea First Card Travel Account or AirPlus Travel Account. If the travel costs are paid with a AirPlus Travel Account the insured person should also have a valid Nordea First Card Executive -card.

#### **2.2 Territorial validity of the policy**

The policy is valid on trips all over the world.

In Finland or in the insured's home country, the policy is valid when the insured travels over 50 kilometers from his/her residence, place of work, school or summer house residence. The policy is not, however, valid in the places mentioned above or on trips between them. The policy is valid on trips in Finland or in the insured's home country, if the trips includes travel by public conveyance or the trip includes an overnight stay in home country at a hotel.

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.

#### **2.3 Period of validity**

The policy is valid if the insured's First Card Executive -card is valid when the trip started and the trip lasts for a maximum of 90 days. If the trip lasts for an uninterrupted period longer than 90 days, the policy will expire 90 days from the date the trip started.

### **2.4 Validity of the policy in sports and some other activities**

Compensation is not payable in cases where an insurance event was caused when the insured participated in:

- competitive sports or trainings for such sports,
- motor sports,
- scuba diving,
- climbing, such as mountaineering, rock and wall climbing,
- aviation sports, such as hang-gliding, paragliding, parachuting, bungee jumping,
- off-piste skiing and speed skiing,
- combat and contact sports, such as boxing, wrestling, judo and karate,
- independent treks or expeditions abroad to mountains, jungles, deserts, wilderness areas or other uninhabited areas,
- ocean sailing.

### **3. 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 all other benefits the beneficiary is the insured person.

#### 4. Policy cover

The following benefits are included in this policy:

Type of benefit	Section	Sum Insured (EUR)	Deductible
Medical expenses, travel-time illness or accident	5	500 000	
Treatment expenses for dental medical expenses (acute toothache during the trip)	6	150	
Tryg Alarm, emergency service when travelling	7	Included	
Repatriation to home country due to travel-time illness or accident	8	Without upper limitations	
Repatriation due to death	9	15 000	
Travel expenses for a family member to visit the insured patient in hospital	10	Necessary and reasonable expenses for transportation, accommodation and food for one person up to 5 days	
Accidental death	11	200 000	
Permanent disability due to an accident (100%)	12	200 000	
Trip cancellation	13	6 000	
Unused ski and golf costs related to trip cancellation	13,1	300	
Missed departure	14	1 700 (or at maximum the price of the original trip, if that is lower)	
Trip interruption	15	3 000	
Cover for delay - flight or other public conveyance	16	1 000	4 h delay
Loss of luggage	17	2 500	
Luggage delay - essential articles	17,5	1 000	
Legal expenses	18	15 000	
Liability insurance cover	19	85 000	
Hi-jack, kidnap and hostage	20	EUR 1,650 during the first 24h, following five days EUR 675/day, in total up to EUR 5,025	
Excess cover for car rental abroad	21	1 200	-
Hole-in-one cover	22	500	

Each of the benefits in the table above applies to an individual insurance event per insured. Benefits, conditions and exclusions are defined in each section mentioned in the table above.

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

## 5. Travel-time illness and accident

If the insured suffers an acute illness or has an accident during the validity of the policy, indemnification is payable for expenses defined in these terms and conditions of this policy.

### 5.1 Travel-time illness

Travel-time illness is an illness that requires treatment by a physician and that began, or clear symptoms of which first manifested themselves during the trip, or that, on the basis of medical experience, is considered to have otherwise originated during the trip and for which the insured has received medical treatment during the trip or within 14 days from the end of the trip. The time limit of 14 days is not applicable if the illness is a communicable disease with an incubation period longer than 14 days.

An illness contracted before the beginning of a trip does not qualify as a travel-time illness as referred to in the terms and conditions of this policy. Even if an illness is diagnosed during the trip, it is not considered a travel-time illness if its first signs appeared before the start of the trip or the medical tests were incomplete before the insured left on the trip.

The costs of immediate emergency treatment resulting from the unexpected worsening of an illness that the insured had contracted before the beginning of the trip are, however, covered for a maximum of seven (7) days from the start of illness, although other costs mentioned in the terms and conditions of the policy are not. The worsening of an illness for which tests or treatment were not completed by the start of a trip is not considered to be an unexpected worsening of an illness.

### 5.2 Travel-time accident

A travel-time accident is a sudden, unexpected, external occurrence beyond the control of the insured that causes bodily injury and takes place during the trip and the insured has received medical treatment within 14 days from sustaining the injury.

An injury is also deemed to be caused by a travel-time accident if it occurs against the will of the insured during his/her trip and is the result of sudden physical exertion and movement, and the insured has received treatment for it from a physician within 14 days from sustaining the injury.

The following events occurring during a trip are also considered to be travel-time accidents: involuntary drowning, heatstroke, sunstroke, frostbite, injury caused by a major fluctuation in air pressure, gas poisoning and poisoning caused by a substance consumed by the insured by mistake.

The following are not classified as travel-time accidents and compensation is not payable for:

- an injury due to an earlier illness or physical defect of the insured,
- an injury due to an accident caused by an existing illness or physical defect of the insured,
- dental damages due to biting and chewing even if there is

an external cause,

- an injury due to surgery, medical treatment or other medical procedure, unless this has been carried out in treatment of an injury covered by this policy,
- suicide or attempted suicide,
- an injury due to the toxic effect of a medicine, alcohol or other substance taken for its intoxicant effect, or of substances taken as food,
- an injury due to an infection caused by bacteria or virus,
- infectious diseases caused by the bite or sting of an insect or a tick.

### 5.3 Indemnification of medical treatment expenses arising from travel-time illness or accident

The policy covers the expenses arising from travel-time illness and accidents as defined in sections 5.1 and 5.2 only insofar as these are not indemnified under the Finnish Health Insurance Act or some other act. The policy covers medical treatment expenses only insofar as these are not covered by foreign legislation on indemnity for traffic accidents or industrial accidents, under EU legislation or treaties concerning the European Economic Area or under bilateral agreements on social security.

Medical treatment expenses arising from travel-time illness are indemnified up to the maximum sum insured defined in section 4 or up to 90 days from the beginning of the treatment. Medical treatment expenses arising from an accident that occurred during the trip are indemnified up to the maximum sum insured defined in section 4 or until two (2) year have elapsed after the accident.

The policy only indemnifies against such expenses as would be payable by the insured himself/herself. If it becomes apparent that the expenses for which indemnity is sought are considerably in excess of a level considered reasonable and generally accepted and observed, Tryg is entitled to reduce the amount of the indemnity in this respect. Tryg reserves the right to recover any portion covered under applicable law upon payment of the medical treatment expenses.

### 5.4 Medical expenses covered by the policy

Medical expenses are only indemnified if the examination or treatment of an illness or injury has been ordered or prescribed by a physician who is licensed and registered in the country concerned and who is not related to the insured. Furthermore, such examinations and treatments must be in line with commonly accepted medical practices and the treatment costs necessary for treating the illness or accident. The treatment must be given in a medical institution defined by the authorities as a hospital for diagnosing and treating people who are injured and sick using medical methods.

Indemnifiable medical treatment expenses include:

- any expenses arising from necessary and urgent treatment or examination given or prescribed by a physician complying with generally accepted medical practice,
- medical care,
- hospital care,

- hospitalization,
- costs of acquiring medication prescribed by a physician and sold with the permission of a pharmaceutical establishment, provided that the medication is prescribed for treatment in connection with the travel-time illness or accident indemnifiable under this insurance,
- any reasonable and necessary costs related to the transportation of the insured to the local physician or place of treatment at the destination,
- medical transport to the nearest hospital or institution where the insured can receive necessary medical treatment,
- physiotherapy, up to ten sessions per injury or illness,
- extra travel costs on return trip, provided that the insured is not able to return to the home country according to the original travel plan due to compensable travel accident or illness and the original and paid ticket therefore remains unused.

Medical treatment expenses are not indemnifiable:

- if the illness or injury existed when ordering the trip or when the trip started,
- if the insured has rejected medical treatment of an illness/ injury or medical treatment has been interrupted,
- if the medical treatment expenses have occurred due to the insured having an existing illness, a chronic illness, an infectious disease or an incurable illness,
- for treatment of AIDS or HIV or their consequences and sexually transmitted diseases or their consequences,
- for an injury due to the toxic effect of a medicine, alcohol or other substance taken for its intoxicating effect, or of substances taken as food,
- for the psychological consequences of an accident,
- for an infectious diseases caused by the bite or sting of an insect or tick or the consequences thereof,
- for a self-inflicted injury cause by the insured through his/ her negligence,
- for stays at rehabilitation center, spa or naturopathic institution, a nursing home or an institution treating alcohol or drug addictions,
- for continued treatment if the insured refuses repatriation when a physician approved by Tryg has decided to repatriate the insured,
- if the insured travels abroad again after repatriation and this has not been agreed upon in writing with Tryg,
- for pregnancy examinations, pregnancy tests, abortion, sterilization and examinations related thereto,
- for childbirth, or consequences of pregnancy arising after the end of the 35th week of pregnancy,
- for other indirect consequences, such as telephone and interpretation costs and other similar costs.

## **6. Treatment expenses for acute toothache**

The cost of necessary treatment or examination given or prescribed by a dentist are indemnified up to the maximum sum insured defined in section 4 for acute toothache, if the ache started and the treatment was given at the destination during the trip.

## **7. Services provided by emergency assistance company Tryg Alarm**

Tryg Alarm is an emergency assistance company that provides assistance to the insured in serious medical emergencies.

The insured should only contact Tryg Alarm in serious medical emergencies or when indemnification requires the prior approval of Tryg Alarm before the treatment or other service can be arranged or commenced (sections 8, 9 and 10).

The emergency assistance company is Tryg Alarm, which provides services to our clients 24 hours a day in several languages. The emergency assistance company arranges also direct billing with hospitals or repatriation to home country.

## **8. Repatriation to home country due to travel-time illness or accident**

The policy covers medical transport of the insured arranged and arranged and approved by Tryg Alarm to the insured's home country. Repatriation of the insured arranged by Tryg Alarm must always be medically justifiable in accordance with the instructions of a physician approved by Tryg.

Tryg is entitled to demand the insured to be transported, at the expense of Tryg, to home country for treatment if local treatment should be significantly more expensive than treatment of the same standard in the insured's home country.

## **9. Repatriation due to death**

In case of death due to a travel-time illness or accident during the validity of this policy, the policy covers the transportation of the dead body of the insured to home country arranged and approved by Tryg Alarm. Costs for transportation of the dead body are indemnified up to the maximum sum insured defined in section 4.

## **10. Travel expenses for a family member to visit the insured patient in hospital**

The policy covers costs for transportation, accommodation and food for a round-trip arranged and approved by Tryg Alarm to the travel destination by one (1) close family member of the insured at reasonable expense in order to visit the insured for no more than 5 days, if the insured has no next-of-kin present and can not be transported to home country due to a travel-time illness or accident covered by this insurance and on medical advice needs to stay in hospital for at least 10 days.

## **11. Accidental death**

The policy covers compensation to the insured's beneficiary as defined in section 4 in the event of accidental death.

Entitlement to death benefit will apply if an accidental injury leads to the death of the insured within one (1) year of the occurrence of the accident (the date of the incident). Indemnity paid to the insured for permanent disability arising from an accident will be deducted from the indemnity paid in the event of death if the death was caused by the same accident. However, no indemnity is payable if the insured dies after one (1) year has elapsed since the accident (the date of the incident).

## **12. Permanent disability due to an accident**

The policy covers compensation as defined in section 4 in the event of permanent disability due to an accident.

Permanent disability means a medically assessed general disability due to an injury sustained by the insured. 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 leisure-time pursuits, do not affect the determination of disability.

The degree of disability thus caused is determined in accordance with decision 1012/86 of the Finnish Ministry of Social Affairs and Health (MSAH). Injuries are divided into disability categories 1-20, with category 20 corresponding to full disability (100 %). For full and permanent disability, an indemnity is payable equal to the sum defined in section 4. For partial and permanent disability, an indemnity is payable equal to as many twentieths of the sum insured as indicated by the disability category. If several parts of the body have been injured in a single accident, the maximum amount of compensation is the sum insured defined in section 4 (degree of disability 100%).

The insured is entitled to receive indemnity for permanent disability if an accident causes permanent disability of at least 10% (disability category 2).

Permanent disability is determined one (1) year after an accident, at the earliest. If the degree of disability is raised by at least two disability categories before three (3) 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 becomes manifest for the first time more than three (3) years after the accident.

## **13. Trip cancellation**

The policy indemnifies against cancellation of a trip, i.e. the insured being prevented from setting off on a trip necessary because of the acute and serious illness, an accident or the death of the insured or his/her next-of-kin. The necessity is assessed on medical grounds. Cancellation costs are also paid if the cancellation is caused by a significant, unexpected fi-

nancial loss concerning the insured's property in home country, 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.

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.

Cancellation cover ceases to apply when the insured has checked in for the trip or the trip has started.

In the event of cancellation, the policy covers costs up to the maximum sum insured defined in section 4 for which the insured is liable under the transport company's or 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 policy covers travel and accommodation costs. The policy does not cover other costs paid in advance before the trip.

Any remuneration or compensation that the insured is or would be entitled to from the transport company or tour operator when the reason for the cancellation transpires are deducted from the indemnity. Travel arrangements shall be cancelled immediately to the tour operator and/or transport company after it has become known that the trip cannot be undertaken.

### **13.1 Unused ski- and golf costs**

The policy covers unused ski- and golf costs up to the maximum sum insured defined in section 4 for which the insured has paid in advance if the trip is cancelled due to reasons mentioned in section 13.

The policy cover costs for pre-paid and unused rented ski equipment, lift pass, rented golf equipment and green fees. All booked and pre-paid services and equipment shall be cancelled immediately after it has become known that the trip cannot be undertaken. Any remuneration or compensation that the insured is or would be entitled to when the reason for the cancellation transpires are deducted from the indemnity.

### **13.2 Exclusions applicable to trip cancellation**

The cancellation of a trip is not covered if the reason for cancellation arose before the policy began or before the trip was booked and paid for. The policy is only valid for illness or injury which was acute and unknown when booking the trip.

The cancellation of a trip is not covered if the sudden illness or accident was a result of abuse of alcohol or medicine or use of intoxicants.

## **14. Missed departure**

The policy indemnifies costs related to missed departure or connecting transportation, 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 is delayed due to a traffic accident where the vehicle in which the insured is travelling, is directly involved. The policy indemnifies 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.

## 15. Trip interruption

The policy covers, up to the maximum sum insured defined in section 4 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 hospitalised 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 hospitalisation.

Indemnity for the same period is paid for only one reason, i.e. either for hospitalisation 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.

### 15.1 Indemnities for travel days lost

Indemnity for travel days lost is payable for the duration of hospital treatment or due to untimely return to the insured who has been hospitalized during the trip due to a travel-time illness or accident covered by this policy or has interrupted his/her trip due to a reason defined in section 15.

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 de-

ined in section 4.

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.

## 16. Cover for delay of flight or other public conveyance

The policy cover is intended for situations in which the insured has to await the departure of a flight or other public conveyance forming part of the original travel plans for more than four (4) hours owing to a delay in the flight or other public conveyance or because of overbooking. Necessary and reasonable living expenses and any accommodation expenses are indemnified up to the maximum sum insured defined in section 4. 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 purchases and overnight accommodation must take place in the travel destination where the delay occurred.

The insured must obtain from the airline company, transport company or tour operator a written confirmation of the delay and the reason for the delay. The original receipts and a statement on the travel bookings and the related confirmation received must be appended to the loss report.

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

### 16.1 Exclusions applicable to delayed flight

The policy does not cover:

- flights other than customarily registered charter or regular flights,
- if the delay is due to the insured's failure to check in for the flight in accordance with the rules set by the airline company,
- on the basis of a delay due to a strike or industrial action that the insured was aware of before setting off on the trip,
- 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 trip.

## 17. Loss of luggage

### 17.1 Luggage

The policy covers up to the maximum sum insured defined in section 4 against loss or damage of the insured's custom-



ary luggage or certain documents specified below which has been caused by a sudden, unforeseeable occurrence. Customary luggage means utility articles that the insured carries with him/her or that accompany the insured on the trip. Indemnifiable documents are passport, identification papers, driver's licence, automobile registration papers, and credit and ATM cards. The sum indemnified for these documents is the cost of replacing them.

### 17.2 Amount of indemnity

In indemnifying items in good condition and less than one (1) year old, the acquisition price of similar new property is used as the basis for calculating the indemnity. Otherwise the indemnity is determined using the value of the property at the time of the loss event, reducing the purchase price on the basis of the age of the item by 20% for each year. Repair costs verified with an invoice are not subject to any reduction.

The primary mode of indemnification for damaged property is to have it repaired.

If an object is covered by several policies, the total amount of the indemnity cannot exceed the amount of loss or damage incurred, minus any deductibles.

### 17.3 Exclusions applicable to luggage cover

Luggage not covered by the policy:

- cash, cheques, tickets or purchase coupons,
- eyeglasses or contact lenses, sunglasses, dental prostheses, hearing aids or other personal auxiliary devices,
- motor vehicles or motor-driven equipment, caravans or trailers, watercraft, aircraft, or parts and accessories of any of these,
- professional equipment, computer hardware, computer software, computer files or parts thereof, fax machines or photocopying machines, except of lap tops and similar equipment that the insured carries with him/her,
- manuscripts, collections or parts thereof,
- merchandise, samples, advertising material, commercial or educational films or tapes, photographs, drawings or program diskettes,
- animals and plants,
- household effects in transit or ordinary freight,
- goods and utility articles stored at the travel destination for more than three (3) months,
- windsurfing board including its sail,
- property rented or borrowed during the trip or damage caused thereto.

No indemnity is payable for:

- damage to luggage from using it,
- luggage which has disappeared or been mislaid,
- misuse of a means of payment, such as a credit or ATM card,
- cash or credit card or other means of payment which has been lost or mislaid,
- financial loss from unauthorised use of a mobile phone,
- any loss arising from the ordinary use of goods, or damage to goods caused by wear, chafing, scratching or insufficient protection,

- any loss arising from an action taken by the authorities,
- any loss arising from having goods repaired, cleaned or otherwise handled,
- any loss caused gradually by, for example, weather conditions or moisture,
- any loss caused by pressure waves created by a supersonic aircraft,
- any loss of or damage to bicycles, skis or other sports equipment incurred from their use,
- any loss of or damage to objects or property rented or borrowed during the trip.

The policy does not cover any loss indemnified under some special law, guarantee or other policy. Similarly, the policy does not cover a theft which has not been reported to the local police or, if this is not possible, to the transport company, tour operator or hotel within 24 hours.

### 17.4 Safety regulations and their purpose

The purpose of safety regulations is to prevent loss or damage and to reduce the extent of loss or damage. Failure to observe the safety regulations may result in the insurance company reducing the indemnity or refusing to pay it altogether.

#### 17.4.1 Public places

The insured must not leave his/her luggage without continuous supervision in public places such as public transport stations, squares, restaurants, shops, lobbies of hotels or other accommodation establishments, beaches, sports fields or stadiums, public conveyances or popular tourist sites.

If bicycles, skis, snowboards or other sports equipment have to be left outside or in public areas without supervision, they must be locked to a stand intended for this purpose or other suitable corresponding fixture.

#### 17.4.2 Storage in a residential or storage space

If an object or equipment which exceeds EUR 350 in value is kept in a hotel room, ship's cabin or other residential space, such object or equipment must be stored in a fixed and separately locked space, provided its use and size and the conditions so allow. No object or equipment worth over EUR 200 may be kept in a tent or shared accommodation, unless supervision is separately arranged.

#### 17.4.3 Vehicles and comparable modes of transport

In motor vehicles, caravans, boats or comparable modes of transport, property must be stored in a locked storage space. Ski boxes, panniers, tank bags and trailers, for instance, do not qualify as such storage space. If luggage is stored in the storage compartment of an estate car or similar vehicle, it must be covered.

#### 17.4.4 Other regulations

Instructions issued by the manufacturer, seller or importer of an object must be complied with. Instructions, including packaging instructions, issued by the carrier must be complied with. Any liquids or staining or corrosive substances must be transported separately and packed in such a way that they cannot stain other luggage. Fragile objects and theft-

prone valuables must be carried as hand luggage in public conveyances.

### **17.5 Luggage delay - essential articles**

The policy covers the costs arising from purchase or rent of essential articles up to the maximum sum insured defined in section 4, if the registered/checked-in luggage has not been distributed of the arrival of the means of transport at the destination.

Essential articles may include clothes and toiletries. Also winter sport equipment and golf equipment can be considered as essential articles. The necessity of the acquired articles will be assessed in relation to the purpose of the trip.

A certificate of the luggage delay from the transport company and receipts for personal purchases or rented equipment must be obtained and retained. The transport company has the primary liability, and the insured must always first claim compensation from the transport company.

Indemnity is payable on 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 has been reported to the transport company concerned immediately and the insured has provided a certificate of the delay in the transport of the luggage and a certificate of its return when presenting his/her claim,
- the essential articles has been purchased or rented before the return of the delayed luggage,
- the insured has the original receipt(s) for his/her purchases or for renting of essential articles.

#### **17.5.1 Exclusions applicable to luggage delay**

No indemnity is payable for delay in the case of:

- flights other than customarily registered charter or regular 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 trip,
- 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 trip,
- luggage delayed when returning home.

### **18. Legal expenses**

The policy covers, up to the maximum sum insured defined in section 4, legal consultation and assistance provided by Tryg Alarm if the insured has been party to a traffic accident and has as a result been arrested.

Indemnification for services listed above requires that Tryg Alarm has granted approval for the necessary measures taken before the service is arranged or begun. Tryg Alarm is entitled to choose the procedure best suited for each event of loss.

### **19. Liability insurance cover**

The policy covers, up to the maximum sum insured defined in section 4, material damage or bodily injury that the insured has caused to a third party through his/her act or negligence during the validity of the policy and which the insured is thereby, under current legislation, liable for. Tryg will also investigate the grounds for and the amount of the claims presented to the insured and undertake the handling of any litigation.

#### **19.1 Exclusions applicable to liability insurance**

No indemnity is payable for:

- loss or damage to the insured himself/herself, or to a family member or a travelling companion of the insured,
- loss or damage arising due to an assault or a fight, or in connection with another actual or attempted crime,
- loss or damage to property that, at the time of the act or negligence, was or still is in the custody of the insured, either on loan or otherwise handled by the insured to his or her benefit, e.g. rented by the insured,
- loss or damage caused by the possession or use of a motor vehicle, motor-driven equipment, or a vessel, boat or aircraft that has to be registered,
- the spreading of an infectious disease,
- a fine or any other similar sanctions.

No indemnity is payable for:

- loss or damage caused by the insured while practising his or her occupation, trade or other gainful employment,
- loss or damage for which liability is based on an agreement, a commitment, a promise or guarantee,
- loss or damage for which the insured is liable in his or her capacity as the owner or occupant of a building,
- loss or damage covered under other valid liability insurance of the insured.

The indemnity may be reduced or disallowed in the cases mentioned in sections 2.3, 3.2 and 3.3 in general terms and conditions of this policy.

#### **19.2 Indemnification against loss or damage**

The policy covers losses up to the maximum sum insured defined in section 4. Loss or damage occurring in the same event or under the same conditions is considered to constitute a single loss event. Where several parties are jointly liable to make good a case of loss or damage, the policy indemnifies against that part of the loss or damage that corresponds to the culpability attributable to the insured and to any advantage he/she may have gained through the loss event. Otherwise, the policy indemnifies only the per capita share of the total loss.

#### **19.3 Settlement of claims and trial**

Tryg will investigate the liability of the insured, negotiate with the claimant for a settlement and pays the indemnity for the loss or damage. The insured must provide Tryg with the opportunity to assess the extent of the loss or damage and to reach a settlement.

If a loss event results in legal action, the insured must immediately notify Tryg thereof. Tryg has the right to decide on any measures related to the legal action.

Tryg may decide not to indemnify any costs arising from a legal action that the insured has not notified it of. If the insured compensates, agrees to compensate or accepts a demand to compensate loss or damage, this will not bind Tryg unless the amount or grounds of the compensation are manifestly reasonable.

If Tryg is ready to make a settlement with the party suffering the loss or damage but the insured is not, the company is not liable to indemnify any costs incurred there-after or to make further investigations on the matter.

## **20. Hi-jack, kidnap and hostage**

The policy covers EUR 1,650 for the first 24 hours and for the following five (5) days EUR 675 for each complete day that an insured is forcibly or illegally detained as the result of a Hi-jack, Kidnap or being taken Hostage which starts during the validity of this policy.

Hi-jack means the unlawful seizure of, or wrongful taking control of, an aircraft, ship or train in which an insured is travelling.

Kidnap means the seizing, detaining or carrying away by force or deception of one or more insured (except a child by its parent or guardian) by a third party without the consent of an Insured Person and without lawful excuse.

Hostage means the detention of an insured by a third party who threatens to kill, injure or continue to detain an insured in order to compel a state, international organization or person to do or abstain from doing any act.

## **21. Excess cover for car rental abroad**

The policy covers costs up to the excess in the car insurance for a car rented abroad from a authorized car rental company or up to the sum insured defined in section 4 for a damage to the car, which is covered from the applicable car insurance. Excess cover is valid if the insured has purchased appropriate car insurances when renting the car.

## **22. Hole-in-onecover**

The policy covers costs, up to the sum insured defined in section 4, for drink expenses to other players on the same golf course at the time the insured achieves a hole in one.

Indemnity is payable on condition that:

- green fee has been paid with the Nordea First Card Executive -card,
- drinks are purchased immediately after the round where the insured achieves the hole in one and at the restaurant of the golf club or golf course where the insured achieves the hole in one,
- the hole in one has to be marked and signed in the score card by your opponent or the official scorer of the golf club or golf course.

## **23. General policy exclusions applicable to all benefits covered under this policy**

### **23.1 War**

Tryg is not liable for any loss or damage caused by war, armed conflict, revolution, riot or use of military force.

### **23.2 Terrorism**

The policy does not cover loss caused by an act of terrorism, except of insurance events mentioned in section 20.

'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.

No indemnity is payable for any injury or death due to war or a 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.

### **23.3 Nuclear damage, radioactive, biological and chemical materials**

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,
- 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 which have been deliberately used in an act of terrorism.

### **23.4 Gross negligence**

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

### **23.5 Other general exclusions applicable to all benefits covered under this policy:**

No indemnity is payable for loss or damage

- for the insured's participation in violent industrial action, insurrection or other violent civil commotion in a public place,
- for an accident caused by the insured's participation in active military, police, militia, or peace-keeping operations or exercises for such operations,
- for an aviation accident if the insured is a member of the crew of the aircraft or performing duties related to the flight
- caused by a landslide or avalanche,
- caused by criminal acts,
- caused by fighting, except in self-defence,
- for claims stemming from new laws or guidelines issued by customs or other authorities.

## 24. Claims procedure

### 24.1 Actions to be taken in the event of an incident

The claimant must provide Tryg with the documents and information it needs to assess its liability. A travel loss report must be made on the insurance company's form, whenever possible, and be signed.

In the event of loss or damage, report the claim on [tryg.fi/nordeacards](http://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](mailto: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](mailto:info@tryg.fi)

Tel. +358 800 935 55

(Mon-Fri 8am-4pm)

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

In cases that incur minor costs, the insured must first meet these costs himself/herself before subsequently applying for indemnity upon his/her return from the trip by presenting the original receipts.

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

### 24.2 Procedure for indemnification of medical treatment expenses

The claimant must pay medical treatment expenses himself/herself and apply for compensation under the Finnish Health Insurance Act. An application for compensation under the Health Insurance Act must be submitted to the Social Insurance Institution within six (6) months of payment of the medical treatment costs. The claimant must submit to Tryg the original receipts for any compensation paid by the Social Insurance Institution and copies of any receipts submitted to the Social Insurance Institution by the claimant. Any receipts against which the claimant has not received compensation under the Sickness Insurance Act or any other act and which are then submitted to Tryg must be original. If the entitlement to compensation under the Health Insurance Act has been cancelled, Tryg will deduct from the indemnity the part that would have been paid under the Health Insurance Act.

### 24.3 Loss report

The loss report shall include at least:

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

#### Medical expenses:

- physician's certificate, duly dated and signed, with an accurate description of the illness or injury
- original receipts for services, treatment and medication costs and prescriptions.

#### Trip cancellation:

- physician's certificate, duly dated and signed, with an accurate description of the illness or injury or other certificate,
- a certificate of any remuneration or compensation from the transport company or tour operator,
- in case of death, death certificate.

#### Trip delay/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.

#### Accidental death:

- in the event of death, a 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)
- police investigation report, if any.

#### Permanent Disability due to an accident:

- in the event of an accident, a description of the loss event and names and contact details of witnesses, if any,
- physician's certificate, duly dated and signed, with an accurate description of the injury,
- date of the examination carried out by a physician and the physician's contact details.

#### Luggage cover:

- description of lost luggage,
- a copy of the claim form presented to the carrier and/or theft report presented to the police,
- in the event of delayed luggage, a certificate issued by the airline and a certificate of the return of the luggage to the insured,
- original receipts of costs for or renting of essential articles.

#### Legal expenses:

- contact Tryg or Tryg Alarm.

#### Liability cover:

- contact Tryg or Tryg Alarm.

*Excess cover for car rental abroad:*

- certificate of compensation paid from car insurance and applicable excess.

*Hole in one cover:*

- copy of the score card on which the hole in one is marked,
- original receipts of drink expenses.

If needed Tryg will ask for additional documentation and attachments.

If Tryg has asked the insured to submit to a medical examination carried out by a physician, Tryg will indemnify the insured for the expenses arising from the examination. In the event of indemnity paid on the death of the insured, Tryg is entitled to request that an autopsy be performed, of which the costs will be paid by Tryg.

#### **24.4 Fraudulent information**

If the insured makes fraudulent statements, withholds or conceals anything that may be of significance when assessing the claim, compensation shall not, as a rule, be paid.

#### **24.5 Force majeure**

The policy shall not indemnify for any loss or damage due to war, war-like conditions, revolution, riots, strikes, lockouts or other similar events.

#### **24.6 Recommended procedures if the insured is not satisfied with claims handling**

If the insured is not satisfied with the settlement decision, he/she should contact the claims handler. The claimant can also contact the The Finnish Financial Ombudsman Bureau or the Consumer Complaint Board, which then provides settlement recommendations on the basis of the consumer protection legislation.

### **General Terms of Contract - Group Travel Insurance**

The general terms of contract are based on the Insurance Contracts Act (543/94). The most relevant provisions applied to group insurance are presented below (Insurance Contracts Act, section 4). The regulations of the Insurance Contracts Act not presented in these general terms and conditions shall also be applied to this insurance contract.

#### **1. Sanctions**

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.

#### **2. Key concepts of group travel insurance**

**Insurance company:** Tryg Forsikring A/S.

The sum insured is the maximum amount of indemnity entered in the table of benefits for this policy.

Group travel insurance is a type of insurance in which the cardholders are the insured persons and the policyholder is the bank that concluded the insurance contract with the insurer.

The insurance event is an event for which indemnity is paid according to the insurance policy.

Essential articles are articles that 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 conveyance is the licensed transportation of passengers on regular routes with bus, train, plane or boat. Chartered flights are considered to be public conveyance if the aircraft used was ordered by a travel agency or a tour operator.

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

### **3. Obligation to prevent and limit loss or damage**

#### **3.1 Obligation to observe safety regulations**

The insured shall observe the safety regulations stipulated in the terms and conditions of the insurance policy or otherwise provided in writing. If the insured has willfully or through his/ her own negligence 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.

#### **3.2 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.

#### **3.3 Failure to observe safety regulations or to prevent and limit loss or damage 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.

#### **4. Causing an insurance event**

##### **4.1 Personal insurance**

###### **4.1.1 Insurance event caused by the insured**

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, Tryg's compensation may be reduced, depending on what is reasonable under the circumstances.

###### **4.1.2 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.

##### **4.2 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.

##### **4.3 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.

#### **5. 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.

#### **6. 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.

#### **7. Indemnification procedure**

##### **7.1 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 mentioned 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 under the circumstances.

##### **7.2 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.

##### **7.3 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 Finnish Interest Act.

## **8. 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 the Insurance Board. Anyone who is dissatisfied with Tryg's decision may also bring action against Tryg in court.

### **8.1 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 matters which have led to the decision. Tryg will revise the decision if the new investigations give cause to do so.

### **8.2 The Finnish Financial Ombudsman Bureau and 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 matters.

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 make 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 a court. The counselling services and statements of the boards are free of charge.

### **8.3 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.

## **9. Tryg's right of recovery**

### **9.1 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.

### **9.2 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.

## **10. Termination of the insurance contract**

### **10.1 Tryg's procedure of termination**

Tryg shall notify the policyholder in writing of the termination of the 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.

### **10.2 Notification of termination of group travel 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.

## **11. Applicable law**

In addition to the terms and conditions of this group insurance contract, this policy is governed by Finnish law.