

# Brochure\*

## Travel Insurance for Leisure Trips Abroad for Nordea Gold cards

The insurance policy is valid for Nordea Gold (Mastercard and Visa) cardholders as well as for the cardholder's spouse/common-law spouse and cardholder's children when they live in the same address with the cardholder and travel together with the cardholder. The insured has to be at least 16 but under 79 years of age and children under 22 years. The insurance is not valid when spouse/common-law spouse or children are travelling alone. The cover will expire when the cardholder or spouse/common-law spouse turns 79 years, or child turns 22 years old.

The insurance policy is valid if the cardholder has a valid Nordea Gold card when the trip started from Finland or the insured's home country, and the trip lasts for a maximum of 90 days, and at least 75% of the travel and accommodation expenses are paid with the cards credit function.

The insurance policy is valid on trips abroad all over the world. A trip abroad is a trip outside the insured person's home country. The Insurance is valid for travel within the insured person's home country in connection with the trip abroad when the insured person travels from the starting point to the destination abroad the most appropriate route.

Trip cancellation cover ceases to apply when the trip has started.

**Tryg Alarm**  
is included in the insurance

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Type of benefit	Sum insured (EUR)	Deductible
Medical expenses, travel illness or accident (incl. medical transportation)	Unlimited	EUR 100
Treatment expenses for dental injury due to an accident	Up to 200	–
Repatriation due to illness or accident	Up to 75,000	–
Repatriation due to death	Up to 20,000	–
Repatriation costs of a child	Up to 20,000	–
Travel expenses to visit the insured patient in hospital (for one person up to five days)	Reasonable expenses for transportation, accommodation and food	–
Accidental death	42,100	–
– 16–78-year-olds	1,700	–
– Under 16-year-olds		
Disability due to an accident	Up to 42,100	–
Luggage delay cover	Up to 200	4h delay
Loss of luggage	Up to 850	100 EUR
Cover for liability loss (material damage/bodily injury)	Up to 85,000	–
Delay of departure – flight or/and other public conveyance	Up to 200	4h delay
Trip cancellation	Up to 1,700	EUR 100
Missed departure	Up to 1,700	–
Trip interruption	Up to 1,700	–
Necessary telephone expenses	Up to 50	–
Advance payment of bail	Up to 2,000	–
Legal aid cover	Up to 10,000	–

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 Gold cards

## Travel Insurance for Leisure Trips Abroad

Terms and conditions, valid as of 1 January 2018

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### 1. Group Travel Insurance

This travel insurance contract is subject to the terms and conditions of the insurance policy laid down herein and issued to the cardholder. The policyholder is Nordea Bank Abp and the insurance policy has been issued by the Finnish branch of the insurance company 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 Card Travel Insurance attached at the end of these Terms and Conditions.

### 2. The insured and beneficiaries

The insurance policy is valid for Nordea Gold (Mastercard and Visa) cardholders who are at least 16 but under 79 years of age. The insurance policy is also valid for the cardholder's spouse/common-law spouse who are at least 16 but under 79 years, as well as any of the cardholder's children, grandchildren, stepchildren, adoptive children and foster children up to age of 22 years as long as they are living in the same household as the cardholder or any of the cardholder's children who are living with their other parent when travelling together with the cardholder. Children and grandchildren up to age of 22 years studying full-time are also insured when travelling together with the cardholder,

even if they are not living in the same household at the time.

### 2.1 Beneficiaries

In the event of death, the beneficiary(ies) are 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 17.5.

### 3. Insurance validity

The insurance policy is valid if

- the cardholder has a valid Nordea Gold when the trip started from Finland or the insured's home country,
- at least 75% of the travel expenses are paid with the Nordea Gold card's credit function. Travel expenses means the transportation costs from home to the travel destination and back, and the accommodation expenses,
- the trip lasts for a maximum of 90 days. If the trip lasts for an uninterrupted period longer than 90 days, the cover will expire 90 days from the date he or she left on the trip, and
- the trip is a leisure trip.

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.

Trip cancellation cover ceases to apply when the trip has started (see clause 10).

Insurance is not valid during business trips, study trips, or trips for similar causes.

#### 4. Territorial validity of the insurance

The insurance policy is valid on leisure trips abroad all over the world. when the travel expenses are paid with the Nordea Gold

cards credit function. A trip abroad is a trip outside the insured person's home country. The trip starts when the insured person leaves his or her residence, place of work or school or other point of departure for the trip abroad from his or her home country, and ends when the insured person returns to his or her residence, place of work or school or other point of return in the home country. The Insurance is valid for travel within the insured person's home country in connection with the trip abroad when the insured person travels from the starting point to the destination abroad the most appropriate route.

#### 5. Insurance cover

Type of benefit	Provision	Sum insured (EUR)	Deductible
Medical expenses, travel illness or accident	6	Unlimited (see clause 6.3)	EUR 100
Treatment expenses for dental injury due to an accident	6.4	Up to 200	
Medical transportation	6.5.1	Included in medical expenses	
Repatriation due to illness or accident	6.5.2	Reasonable expenses up to 75,000	
Repatriation due to death	6.5.3	Reasonable expenses up to 20,000	
Repatriation costs of a child	6.5.4	Reasonable expenses up to 20,000	
Travel expenses to visit the insured patient in hospital	6.5.5	Reasonable expenses for transportation, accommodation and food for one person up to five days.	
Accidental death	6.6.1	Under 16-year-olds 1,700, 16–78-year-olds 42,100	
Disability due to an accident	6.6.2	Up to 42,100	
Luggage delay cover	7.1	Up to 200	4 h delay
Loss of luggage	7.2	Up to 850	EUR 100
Cover for liability loss – material damage	8.1	Up to 85,000	
Cover for liability loss – bodily injury	8.1	Up to 85,000	
Delay of departure – flight or/and other public conveyance	9	Up to 200	4 h delay
Trip cancellation	10	Up to 1,700	EUR 100
Missed departure	11	Up to 1,700 (or up to the price of the original trip, if that is lower.)	
Trip interruption	12	Up to 1,700 (or up to the price of the original trip, if that is lower.)	
Necessary telephone expenses	12.2	Up to 50	
Advance payment of bail	13	Up to 2,000	
Legal aid cover	14	Up to 10,000	

Each of the benefits in the table above applies to each insured unless otherwise specified in the terms and conditions. The insured is entitled to one indemnity, even if the insured has more than one card that also includes travel insurance.

#### 6. Travel-time illness or accident

The deductible is EUR 100 per insurance event.

If, while on a trip, the insured suffers an acute illness, has an accident, or requires urgent dental treatment, indemnification is payable for necessary and reasonable expenses incurred by treatment for the acute condition/injuries.

If a serious accident or illness occurs during the trip abroad, the insured must notify Travel Guard, the emergency assistance company of the condition before treatment commences (see clauses 6.5 and 16).

## 6.1 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 fourteen (14) days of 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 of 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 the insurance. 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 period of seven (7) days from the start of illness, although other costs mentioned in the terms and conditions of the insurance 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.

## 6.2 Accident

A travel 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 treatment for it from a physician within fourteen (14) days of sustaining the injury.

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

The following events occurring during a trip are also considered to be a travel accident: 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.

An injury or death due to the below are not classified as travel accidents and compensation is not paid for:

- an injury due to an infection caused by bacteria or virus,
- 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,
- 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,
- infectious diseases caused by the bite or sting of an insect or a tick.

Compensation is not paid in cases where an accident was caused when the insured participated in:

- climbing, e.g. mountaineering, rock and wall climbing,
- independent treks or expeditions abroad to mountains, jungles, deserts, wilderness areas or other uninhabited areas,
- oceansailing,
- aviation sports, such as hand-gliding, paragliding, parachute jumping, bungee jumping,
- off-piste skiing and speed skiing,
- scuba diving,
- participation in an athletics competition,
- combat and contact sports, such as boxing, wrestling, judo and karate,
- motor sports,
- criminal acts,
- fighting, except in justified self-defense.

## 6.3 Indemnification of medical treatment expenses arising from travel-time illness or accidents

The deductible is EUR 100 per insurance event.

The policy covers the expenses arising from travel-time illness and accidents as defined in clause 5 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 for up to 45 days from the beginning of the treatment. Medical treatment expenses arising from an accident that occurred during the trip are indemnified at maximum for until one (1) year has elapsed after the accident.

The policy indemnifies only 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 decrease 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.

### 6.3.1 Medical expenses covered by the policy

Medical expenses are indemnified only 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.

Medical expenses cover:

- medical care,
- hospital care,
- hospitalization,
- any expenses arising from necessary and urgent treatment or examination given or prescribed by a physician complying with generally accepted medical practice, and any reasonable and necessary costs related to the transportation of the insured to the local physician or place of treatment during the trip abroad,

- 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 illness or accident indemnifiable under this insurance,
- physiotherapy, up to ten sessions per injury or illness,
- ambulance transport to the nearest hospital or institution where the insured can receive necessary medical treatment,
- extra reasonable travel costs on return trip, provided that the insured is not able to return to the home country according to the original travel plan and the return is delayed, necessarily due to a compensable travel accident or illness and the original and paid ticket therefore remains unused.

#### 6.3.2 Medical treatment expenses are not indemnified:

- if the illness or the injury existed when ordering the trip,
- if the medical expenses have occurred due to the insured having an existing illness, a chronic illness, an infectious disease or an incurable illness,
- if, upon relevant medical assessment immediately before departure, the existing illness/injury can be expected to worsen during the intended trip and the activities it would involve,
- for treatment of AIDS or HIV or the consequences of sexually transmitted diseases,
- 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 infectious diseases caused by the bite or sting of an insect or tick or the consequences thereof,
- for a self-inflicted injury caused by the insured through his/her carelessness,
- if the insured has rejected medical treatment of an illness/ injury or medical treatment has been interrupted,
- 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 the local Tryg physician 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, sterilisation and examinations related thereto,
- childbirth, or consequences of pregnancy arising after the end of the 35th week of pregnancy,
- other indirect consequences, such as telephone and interpretation costs and other similar costs.

#### 6.4 Treatment expenses for dental injury or sudden toothache

Sum insured up to EUR 200.

The cost of necessary treatment or examination given or prescribed by a dentist for a sudden dental injury caused by a travel accident relating to dental treatment after the date when the accident occurred are indemnified.

Necessary treatment costs of a sudden toothache are indemnified, if the ache started and the treatment was given during the trip. Dental damages due to biting and chewing are not classified as an accident.

#### 6.5 Services provided by Travel Guard

Travel Guard is an emergency assistance company that provides assistance in serious medical emergencies to persons insured through Nordea Gold.

The insured should contact Travel Guard only in serious medical emergencies or when indemnification requires the prior approval of Travel Guard before the treatment or other service can be arranged or commenced (clauses 6.5.1 – 6.5.5 and 12).

##### 6.5.1 Medical transportation to the nearest hospital

Medical transportation of the insured arranged by Travel Guard to the nearest hospital or medical institution offering the medical treatment required by the insured.

##### 6.5.2 Repatriation due to illness and accident

Sum insured up to EUR 75,000.

Medical transport of the insured arranged by Travel Guard to the insured's home country in accordance with the orders of a physician approved by Tryg. Repatriation of the insured arranged by Travel Guard must always be medically justifiable in accordance with the instructions of a physician approved by Tryg.

Travel Guard is entitled to demand the insured to be transported, at the expense of Tryg, to his/her home country for treatment should local treatment be significantly more expensive than treatment of the same standard in the home country.

##### 6.5.3 Repatriation due to death

Sum insured up to EUR 20,000.

Transport of the dead body of the insured to his/her home country regardless of the cause of death, arranged by Travel Guard.

##### 6.5.4 Repatriation expenses of a child travelling with the insured

Insured up to EUR 20,000 per child.

Reasonable costs of repatriation, arranged by Travel Guard, for children travelling with the insured if he/she cannot be transported to his/her home country and has to stay in hospital for medical reasons. No repatriation costs for children will be paid if the spouse of the insured is on the trip.

##### 6.5.5 Family visit — travel expenses to visit the insured patient in hospital

A round-trip organized by Travel Guard 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 five (5) days, if the insured has no next-of-kin present and cannot be transported to his/her home country due to medical reasons and on medical advice needs to stay in hospital for at least ten (10) days.

#### 6.6 Death and disability due to an accident

##### 6.6.1 Accidental death

Sum insured up to EUR 1,700 (children under 16 years of age) and EUR 42,100 (16–78 years of age).

The insurance policy covers compensation 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 ac-

cident 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).

#### 6.6.2 Indemnity for disability due to an accident

Insured up to EUR 42,100 per insured for permanent 100% disability.

The insurance policy covers compensation in the event of permanent disability due to an accident. 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 refers to 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 profession or leisure-time 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) (sections 1–6 and 10 of the decision).

This policy does not, however, indemnify for permanent disability on the following grounds: the sequela of brain damage (MSAH, section 7), mental retardation (MSAH, section 8), injury to the spinal cord (MSAH, section 9), injury causing hearing disability or other sensory disability (MSAH, section 11), injury to the respiratory organs (MSAH, section 12), injury to the circulatory system (MSAH, section 13), injury to organs in the abdominal or pelvic regions (MSAH, section 14) or injury to the epidermis (MSAH, section 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 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.

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 (clause 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 EUR 42.100 (degree of disability 100%).

## 7. Luggage cover

### 7.1 Luggage delay

Sum insured up to EUR 200

The insurance covers the costs arising from purchase of essential articles up to the sum insured, if the registered/checked-in

luggage has not been distributed within more than four (4) hours of the arrival of the means of transport at a destination outside the home country. Essential articles may include clothes and toiletries. 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 must be obtained and retained.

#### 7.1.1 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 airline 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 insured has the original receipt(s) for his/her purchases of essential articles,
- the transport company has the primary liability, and the insured must always first claim compensation from the transport company.

#### 7.1.2 No indemnity is payable for delay 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 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.

### 7.2 Luggage indemnity

Sum insured up to EUR 850. The deductible is EUR 100 per insurance event.

The policy indemnifies up to the maximum sum insured against loss or damage of the insured's customary 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 debit and ATM cards. The sum indemnified for these documents is the cost of replacing them.

#### 7.2.1 Luggage not covered by the insurance policy:

- cash, checks, tickets or purchase coupons,
- theft-prone property such as computers and jewelry (see clause 7.3),
- goods and utility articles stored at the travel destination for more than three (3) months,
- motor vehicles or motor-driven equipment, caravans or trailers, watercraft, aircraft, or parts and accessories of any of these,
- eyeglasses or contact lenses, sunglasses, dental prostheses, hearing aids or other personal auxiliary devices,
- professional equipment, computer hardware, computer software, computer files or parts thereof, fax machines or photocopying machines,
- computers or their accessories, with the exception of tablets (tablet computers with a touch screen)
- 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,
- windsurfing board including its sail,
- any object or property rented or borrowed during the trip.

### 7.2.2 Loss or damage not covered by the insurance

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 debit or ATM card,
- cash or credit card or other means of payment which has been lost or mislaid,
- financial loss from unauthorized 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 insurance. 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 tour operator within 24 hours.

### 7.3 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.

#### 7.3.1 Safety regulations – 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.

#### 7.3.2 Safety regulations – storage in a residential or storage space

If an object or equipment which exceeds EUR 340 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 170 may be kept in a tent or shared accommodation, unless supervision is separately arranged.

#### 7.3.3 Safety regulations – 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.

#### 7.3.4 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 theft-prone valuables must be carried as hand luggage in public conveyances.

## 8. Liability insurance cover

### 8.1 Material damage and bodily injury

Material damage: Sum insured up to EUR 85,000.

Bodily injury: Sum insured up to EUR 85,000.

Liability insurance cover means that the insurance covers material damage or bodily injury that the insured has caused to a third party through his/her act or negligence during the insurance period 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. Loss or damage caused by children is indemnified even if they cannot be held liable because of their age. The insurance also covers loss or damage caused deliberately by a child under 12 years of age.

### 8.2 Exclusions

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. leased 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 practicing 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 clauses 17.2.3, 17.3.2 and 17.3.3.

### 8.3 Indemnification against loss or damage

The policy covers loss or damage up to the sum insured. Loss or damage occurring in the same event or under the same con-

ditions 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 or she may have gained through the loss event. Otherwise, the policy indemnifies only the per capita share of the total loss.

#### 8.4 Settlement of claims and trial

Tryg will investigate the liability of the insured, negotiate with the claimant for a settlement and pay 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 thereafter or to make further investigations on the matter.

### 9. Indemnity for delayed flights or other public transport delays

Sum insured up to EUR 200.

The insurance cover is intended for situations in which the insured has to await departure of a flight or other 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 potential accommodation expenses abroad or in the home country of the insured in conjunction with air travel abroad are indemnified up to the sum insured. 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, traffic contractor or tour operator 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. The primary responsibility lies with the transport company to which the insured must always present the claim first.

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.

#### 9.1 No indemnity is payable:

- for 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 airline company's instructions,
- on the basis of a delay due to a strike or industrial action that 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.

### 10. Trip cancellation

Sum insured up to EUR 1,700. The deductible is EUR 100 per insurance event.

The policy indemnifies, up to the sum insured, against cancellation of a trip, i.e. the insured being prevented from setting off on a trip from his/her home country, necessary because of the acute and serious illness, an accident or the death of the insured or his or her next-of-kin. The necessity is assessed on medical grounds.

Indemnification is also granted for cancellation expenses incurred from the necessary cancellation of a trip due to a significant, unexpected financial loss concerning the insured's property in his or her 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.

In the event of cancellation, the insurance covers travel and accommodation costs up to the sum insured. Travel and accommodation costs are considered to include travel costs to and from the destination and accommodation at the destination. The insurance 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 tour operator or a transport company when the reason for the cancellation transpires is deducted from the indemnification.

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.

#### 10.1 Exclusions

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

The cancellation of a trip is not covered if the sudden illness was a result of abuse of alcohol or medicine or use of intoxicants. Travel arrangements shall be cancelled as soon as possible after it has become known that the trip cannot be undertaken.

### 11. Missed departure

Sum insured up to EUR 1,700.

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 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 5 and not more than 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.

## 12. Trip interruption

Sum insured up to EUR 1,700.

The policy covers trip interruption up to the maximum sum insured and not more than the price of the original trip.

The trip is considered interrupted, if

- The insured person has to prematurely return to his/her home country from a trip that has already commenced, necessary due to his/her next-of-kin in the home country or or the insured person him/herself suffers an acute, serious and unexpected illness, accident or death.
- The insured is hospitalized during the trip necessary due to an acute, serious accident or illness.
- The next-of-kin travelling with the insured person is hospitalized during the trip necessary due to an acute, serious and unexpected illness, accident or death.
- The next-of-kin travelling with the insured person has to prematurely return to the home country from an already commenced trip due to his or her own acute and serious accident, illness or death, and the insured person returns to his or her home country together with the next-of-kin.

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.

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.

### 12.1 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 12.

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 5 or the price of the original trip.

Immediate travel expenses are necessary travel and accommodation expenses paid before the 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.

### 12.2 Expenses for necessary telephone calls

Sum insured up to EUR 50.

The insurance covers, up to the sum insured, necessary additional telephone call expenses to the insured person, if

- The insured's trip is interrupted (paragraph 12)
- The insured's trip is prolonged, necessary due to medical reasons (paragraph 6.3.1)

The insurance covers additional and necessary telephone expenses that arose during the trip, including calls to the insured person's next-of-kin, employer, and other similar parties. The insurance does not cover telephone call expenses that arose from using the insurance.

## 13. Advance for a bail

Sum insured up to EUR 2,000.

The insurance covers, up to the sum insured, an advance payment arranged by Travel Guard to pay the bail demanded by the authorities if the insured has been party to a traffic accident and has as a result been arrested or is at risk of being arrested. The insured must pay the bail back to Travel Guard as soon as the authorities have returned it to him/her, but always within 30 days of the advance payment of the bail.

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

## 14. Legal aid cover

Sum insured up to EUR 10,000.

The policy covers, up to the sum insured, legal consultation and assistance provided by Travel Guard if the insured has been party to a traffic accident and has as a result been arrested.

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

## 15. Insurance policy exclusions

### 15.1 War

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

### 15.2 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,
- the insured's participation in violent industrial action, insurrection or other violent civil commotion in a public place,
- 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,
- a landslide or avalanche.

### 15.3 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.

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.

### 15.4 Radioactive, biological and chemical materials

No indemnity is payable for loss or damage 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 which have been deliberately used in an act of terrorism.

### 15.5 Nuclear damage

The insurance policy does not cover any loss or damage caused by a nuclear accident that can be associated with military operations.

### 15.6 General exclusions

The general exclusions are applicable to all of the benefits covered under this policy.

No indemnity is payable for loss or damage:

- if the insured or other person entitled to indemnity, irrespective of state of mind or irresponsibility, has caused deliberately or through his/her gross negligence the insurance event, or the loss resulted from his/her use of pharmaceuticals, surgery, treatment or medical examination not stemming from the accidental injury covered under this insurance policy, or if an injury was caused when the insured was under the influence of alcohol, other intoxicants, barbiturates or drugs,
- due to participation in criminal acts,

- if the insured is riding or is a passenger on an over 125 cc motorcycle,
- in case of an aviation accident if the insured is a member of the crew of the aircraft or performing duties related to the flight,
- claims stemming from new laws or guidelines issued by customs or other authorities,
- participation in high-risk expeditions or exploratory voyages,
- seizure of luggage by the authorities,
- expenses covered by the Finnish Health Insurance Act or other acts.
- that arose during working hours or a business trip.

## 16. Claims procedure

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

#### 16.1.1 Submitting a claim for indemnity

A claim for indemnity must be submitted to Tryg within one (1) year of the date on which the claimant was informed of the insurance validity, about the insurance event and about the loss caused, 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.

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 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.

In serious cases of loss or damage, the insured or another person must contact Travel Guard at its service number (see clause 16.4).

#### 16.1.2 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 Health 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.

### 16.2 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.

### 16.3 Force majeure

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

## 16.4 Applying for compensation and notifying the insurance company

In the event of loss or damage, contact the insurance company, or in case of emergency, contact the emergency assistance company Travel Guard.

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.

### 16.4.1 The notification of damage shall include at least:

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

Medical expenses (clauses 6. - 6.6):

- medical certificate (free of charge where available), duly dated and signed, with an accurate description of the illness or injury,
- original receipts for goods, services, treatment and medication costs.

Loss of luggage:

- a copy of the claim form presented to the carrier and/or theft report presented to the police. Delayed luggage/departure:
- in the event of delayed luggage or departure, a certificate issued by the transport company and a certificate of the return of the luggage to the insured,
- receipts of costs.

Accidental death / permanent disability:

- 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),
- 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 the 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 any expenses incurred by the examination. In the event of indemnity paid on the death of the insured, Tryg is entitled to request that an autopsy be performed, the costs of which will be paid by Tryg.

Trip cancellation:

- medical certificate (free of charge where available), duly dated and signed, with an accurate 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:

- medical certificate (free of charge where available), 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.

Advance payment of bail:

- contact Tryg or Tryg Alarm.

Legal assistance:

- contact Tryg or Tryg Alarm.

Recommended procedures if the insured is not satisfied with Tryg's claims handling.

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

## 17. General Terms of Contract – 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 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.

### 17.1 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 insurance policies.

Group travel insurance is a type of insurance in which the insured are members of a group of cardholders 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. 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.

## 17.2 Obligation to prevent and limit loss or damage

### 17.2.1 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.

### 17.2.2 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.

### 17.2.3 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.

## 17.3 Causing an insurance event

### 17.3.1 Personal insurance

#### 17.3.1.1 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.

#### 17.3.1.2 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.

### 17.3.2 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.

### 17.3.3 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.

## 17.4 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.

## 17.5 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.

## 17.6 Indemnification procedure

### 17.6.1 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 under the circumstances.

#### 17.6.2 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 ten (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.

#### 17.6.3 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 Finnish Interest Act.

#### 17.7 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 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.

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

##### 17.7.2 Finnish Financial Ombudsman Bureau and boards issuing recommendations

If the claimant is dissatisfied with Tryg's decision, he/she may ask 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 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.

##### 17.7.3 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.

#### 17.8 Tryg's right of recovery

##### 17.8.1 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.

##### 17.8.2 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 17.2.1 (obligation to observe safety regulations) and 17.2.2 (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 17.2.1, 17.2.2 or 17.3.2, been free from liability or entitled to disallow indemnity. If the indemnity has been reduced in accordance with clauses 17.2.1, 17.2.2 or 17.3.2, Tryg may claim for that part of the indemnity which corresponds to the reduction.

#### 17.9 Termination of insurance contract

##### 17.9.1 Tryg's right to give notice of termination of the non-life insurance of a group policyholder during the insurance period

Tryg has the right to give notice of termination of the insurance during the insurance period if:

- 1) the insured has willfully or through gross negligence failed to observe the safety regulations,
- 2) the insured has, after the insurance event, fraudulently submitted to Tryg erroneous or deficient information which is of importance in assessing Tryg's liability.

##### 17.9.2 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.

#### 17.9.3 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 by the policyholder.

#### 17.10 Applicable law

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



