



# Finnish Dental Association's Group Liability and Legal Expenses Insurance

Insurance terms and conditions valid as of 1 January 2022

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## GENERAL LIABILITY INSURANCE

### 1 Purpose of insurance

Pohjola Insurance Ltd (hereinafter insurance company) undertakes, under these terms and conditions, to

- compensate losses specified in clause 4.1,
- investigate the grounds for and amount of damages,
- negotiate with the claimant; and
- handle court proceedings or pay legal expenses if the indemnity issue is subjected to legal proceedings.

### 2 Persons insured

The persons insured under this policy are the persons specified in the insurance contract while working in the profession, position or office of dentist.

### 3 Territorial limits

The insurance cover is valid throughout the Nordic countries.

## 4 Insurance events

### 4.1 Coverable losses

The insurance covers bodily injury or material damage caused to a third party within the territorial scope of the insurance, provided that

- such injury or damage is discovered during the insurance period, and
- the insured person is held legally liable for it.

The insurance also covers a purely financial loss, caused to another as specified in the Finnish Data Protection Act or EU's General Data Protection Regulation, which was the result of illegal processing of personal data in the insured activity during the policy's validity and which the insured party is liable for in the capacity of a controller.

The insurance also covers medical treatment expenses for denture treatment performed on the patient and travel costs incurred by the patient in relation to such treatment, when the patient's denture, based on odontological grounds, is defective due to a reason attributable as the dentist's fault. However, the insurance will not cover any costs related to denture implantation.

## 4.2 Exclusions

The insurance does not cover loss or damage

1. caused to the insured person him/herself, his/her spouse, child or other family member living in the same household
2. that concerns a fine or similar penalty
3. which the insured person causes while performing a dentist's procedure which he/she is not entitled to engage in
4. which the insured person, an employee of the insured person, or a comparable person causes by acting in breach of the Act on Health Care Professionals
5. caused by a traffic accident as defined in the Motor Liability Insurance Act, irrespective of where the accident occurred
6. caused by the use of a vessel or boat subject to registration
7. caused by the use of an aircraft when the insured is liable to pay damages in the capacity of owner, possessor or user of the aircraft or as a person carrying out duties on board the aircraft or in his/her capacity
8. which is compensated in Finland in accordance with the patient insurance system as a patient injury as specified in the Patient Injury Act or pursuant to pharmaceutical insurance
9. inasmuch as it is covered by the insured person's insurance that is based on the Occupational Accidents, Injuries and Diseases Act
10. in cases of occupational disease or other injury or illness caused by work-related exposure
11. that is purely financial and unrelated to bodily injury or material damage (financial loss)
12. inasmuch as indemnification liability is based solely on a contract or other obligation, unless the liability would exist even without such an obligation being in force
13. caused wilfully or through gross negligence.

## 5 Claims settlement

### 5.1 Insurance company's obligations

The insurance company shall investigate whether the insured person is liable to pay damages for a reported loss, in excess of the deductible, that is covered under the insurance, and negotiate with the claimant.

If the insured person makes good the loss, agrees thereon or accepts the claim, this will not be binding on the insurance company unless the amount of and grounds for the damages are manifestly correct.

If the insurance company has reached an agreement on compensation with the party who has sustained a loss coverable under the insurance, and the insured party does not agree to this, the insurance company will not be held liable for any subsequent expenses or for more than it would have indemnified on the basis of the aforementioned agreement. Nor is the insurance company liable to conduct any further investigations into the matter.

### 5.2 Duties of the insured person

The insured person must reserve the insurance company the opportunity to participate in bringing about an amicable settlement.

If damages coverable under this insurance are demanded from the insured in legal proceedings, the insured must immediately notify the insurance company of the proceedings.

## 6 Indemnification regulations

### 6.1 Sum insured

The sum insured specified in the insurance contract is the upper limit of the insurance company's liability in each insurance event. Multiple losses or damage caused by a single act or case of neglect are considered a single insurance event.

The maximum compensation for a single financial loss, as specified in the Finnish Data Protection Act or EU's General Data Protection Regulation, is EUR 50,000 during one insurance period.

### 6.2 Damages

The insurance covers the damages for which the insured party is liable. The amount of damages is calculated according to damages regulations and legal practice.

Legal provisions on value added tax will be taken into account when calculating the loss amount. The portion accounted for by the tax will not be paid if it is deductible in the insured party's or beneficiary's taxation. Value added tax will not be compensated in case the insured party or beneficiary has the right of refund with respect to value added tax.

If several parties are jointly and severally liable for the same loss, the insurance covers only that part of the loss which corresponds to the insured person's share of the liability. If no other grounds exist, the indemnity is paid per capita.

### 6.3 Deductible

For each insurance event, the insurance contract specifies a deductible which is subtracted from the amount of loss.

## LEGAL EXPENSES INSURANCE

## 7 Purpose of insurance

The purpose of the insurance is to indemnify for any necessary and reasonable legal expenses incurred by the insured as a result of resorting to legal counsel in a disputed civil case or criminal case concerning an insurance event as referred to under section 10.

## 8 Persons insured

The persons insured under this policy are the persons specified in the insurance contract while working in the profession, position or office of dentist.

## 9 Courts of law and territorial limits

The insured person may use the insurance for the compensation of insurance events that have occurred in Finland or the other Nordic countries. Another requirement is that the factors the insurance event are based on occurred in the said area and that the matter can be processed without delay in a Finnish district court or equivalent Nordic court of law.

The insured person may also use the insurance in a matter which can be brought before an Insurance Court and concerns rehabilitation or an occupational accident or occupational disease event that is coverable on the basis of the Occupational Accidents, Injuries and Diseases Act.

The insurance does not indemnify for expenses in cases which can only be handled by the administrative authorities or in a special court. The policy may only be applied in appellate levels if permission for appealing the case has been granted.

If a matter concerning a civil servant is processed under administrative law because of legislation on civil servants, the civil servants will be compensated for the same expenses as a person under an employment contract would be in an ordinary court.

## 10 Coverable insurance events

### 10.1 Definition of an insurance event

The insurance only compensates matters related to insured person's employment relationship or work as a civil servant.

A coverable insurance event refers, in a civil case

- to a dispute. A 'dispute' refers to a claim specified as to its grounds or amount and which has been demonstrably and specifically disputed as to its grounds or amount.

in a criminal case

- to prosecution. The charges are considered to have been brought when the application for a summons has arrived at the office of a district court.

The insurance indemnifies for insurance events occurring during the validity of the insurance. If, however, the policy has been valid for less than two years at the time of the insurance event, the matters on which the claim, denial, notice of work relationship or civil service termination, charge or suspected crime is based must also have taken place during the validity period of the insurance.

The validity period is defined as the period that this policy alone or consecutively with other terminated legal expenses insurance policies with equivalent content has been continuously valid for the benefit of the insured. However, if, on the occurrence of an insurance event, the insured has several effective legal expenses insurance policies, only this policy will be taken into account when determining the validity period of the insurance.

If bringing the case before a court requires a legal act or a decision taken by a given body or in connection with any specific proceedings, the expenses are indemnified as of the date when the said requirement was fulfilled.

### 10.2 Single insurance event

A 'single insurance event' refers to an insurance event where

- two or more people covered by this insurance are on the same side in a disputed civil or criminal case, or
- the insured person or persons have several disputed civil or criminal cases pending which are based on the same event, circumstance, juristic act or infringement, or which are based on the same or similar claim with different grounds.

### 10.3 Disputes concerning more than one insured person

The company's maximum limit for indemnification liability for costs incurred per insurance period is three times the sum insured

- if one or more industrial action has caused several insurance events or
- if the civil and criminal cases concerning the persons insured concern layoffs, dismissals or terminations of employment relationship, civil service or service relationship, or breach of terms of employment relationships, civil service or service relationships by the same employer or by employers belonging to the same group or economic interest group. With regard to civil servants, their employers are considered to be the appropriate public bodies. In cases like this, any compensation will be paid to the policyholder or order.

### 10.4 Multiple insurance events of the same insured person

In case of multiple insurance events during one insurance period by the same insured person, the insurance company's highest amount of compensation is the sum insured entered in the policy document.

## 11 Exclusions related to insurance events

The insurance does not cover expenses incurred by the insured in a case

1. which is related to a loan or guarantee, pledging or other commitment for a loan or commitment by another person for his/her business or gainful employment
2. which concerns a claim for an account receivable
3. which concerns a charge made by a public prosecutor provided the charge is about a wilful act, gross negligence, gross carelessness or an act committed by the insured person under the influence of alcohol or other intoxicant, or while abusing pharmaceuticals
4. which is related to a claim for damages or some other claim against the insured person on the basis of an act whose defence or pre-trial investigation expenses are not compensated under this insurance even if the prosecutor did not pursue the charge or dropped it
5. which is related to such a civil law based claim or other claim that is based on an act referred to in the preceding item
6. which is related to a restraining order, provided that the insured person is not who is applying for the order
7. in which the insured person's expenses are indemnified under liability insurance or the legal expenses insurance included in voluntary comprehensive motor vehicle insurance
8. which relates to a bankruptcy or distraint, execution dispute referred to in the Execution Act or the execution of distraint
9. which demand clarification of whether the expenses incurred from the insurance event reported by the insured are fully or partly coverable under the legal expenses insurance

10. which relates to the insured person's share in a company or membership in the company's management teams
11. which concerns a complaint about the filling of a position
12. which concerns a patent or other intellectual property right
13. which relates to actions by the insured person, an employee of the insured person, or a comparable person in breach of the Act on Healthcare Professionals.

## 12 Measures to be taken on the occurrence of an insurance event

**12.1** If the insured wishes to use the insurance, the insurance company must be informed about it in advance in writing. The insurance company will then send the insured a written claim settlement decision.

**12.2** The insured person must be represented by an attorney-at-law, a public legal aid counsel or other such lawyer who has the right to act as an attorney or a legal counsel.

**12.3** The insured must, during court proceedings or settlement negotiations, require the counterparty to reimburse the insured person's legal expenses in full. If the insured party fails to claim his/her expenses from the counterparty or relinquishes his/her claim in part or in full, compensation paid under the insurance may be reduced or withheld entirely.

**12.4** The insured has no right to approve, in a manner that would be binding on the insurance company, the amount of expenses incurred from handling the case.

## 13 Indemnification regulations

### 13.1 Sum insured

The sum insured recorded in the policy is the upper limit of the insurance company's liability in each insurance event.

However, the sum the insurer is obliged to pay for expenses prior to a main hearing at a district court, mediation session in a court of law or arbitration proceedings, or for expenses in a matter solved without a trial, is only up to 50% of the sum insured specified in the insurance policy.

In case the monetary value of a disputed benefit is assessable, the insurance only covers a maximum of a twofold amount of the disputed benefit. When assessing the amount of benefit, no claims for interest or legal expenses are taken into account. If a dispute concerns a periodical payment or other financial item, a maximum of a tenfold amount of such a payment or financial item is taken into account when assessing the amount of benefit.

The compensation for legal expenses payable by the insured can be no more than half of the sum insured, and in the cases referred to in the previous paragraph, no more than the sum of the insured person's own legal expenses to be indemnified.

### 13.2 Deductible

The deductible recorded in the policy document is subtracted from the coverable expenses.

### 13.3 Coverable expenses

The insurance covers necessary and reasonable legal expenses incurred by the insured as a result of the insurance event as follows:

#### 13.3.1 Civil cases

Expenses for use of legal counsel by the insured person and for presentation of evidence, and legal expenses the insured person has been ordered to pay. However, expenses that have been ordered to be paid will not be compensated if the ruling with regard to the expenses is based on an agreement.

#### 13.3.2 Complainant in a criminal case

Legal expenses incurred by the insured for use of legal counsel and presentation of evidence in so far as the court proceedings involved a civil claim made by the insured for other than legal expenses on the basis of a crime.

#### 13.3.3 Defendant in a criminal case

Legal expenses for use of legal counsel by the insured person and for presentation of evidence (see, however, clause 11, item 3).

#### 13.3.4 Common interest

If the case involves an interest essentially other than that of the insured, or the insured has an interest to safeguard in the insurance event in common with parties not covered by this insurance, the insurance covers only those costs which are attributable to the insured.

### 13.4 The amount and calculation of indemnity

The expenses indemnified under the insurance are determined in accordance with the relevant provisions of the Code of Judicial Procedure and the Act on Criminal Proceedings, taking into account the expenses ordered to be paid and actually paid for similar cases. Coverable expenses are, however, compensated up to a maximum of the amount which the court orders the insured person's counterparty to pay unless the court has specifically concluded, on the basis of the grounds in its decision, that the insured must personally bear his/her expenses, in part or in full, to his detriment. However, coverable expenses come to a maximum of the amount of the expenses claimed by the insured person's adverse party.

If, under the Value Added Tax Act, the insured is entitled to deduct the tax included in the counsel's invoice or the legal expenses, the value added tax included in the expenses is deducted from the indemnity.

### 13.5 Expenses not covered by the insurance

The insurance does not cover

- costs incurred due to measures taken before the insurance event, to the preliminary investigation of a case or to the investigation or handling of such a disputed case as a result of which the insured justifiably waives his/her claims against the adverse party. The insured is also considered to waive the claims if the indemnity received through settlement is below the minimum deductible of the insurance.
- the costs of acquiring expert legal opinion
- the insured person's wasted time, own work, loss of income or earnings, travel or accommodation costs, or any extra costs caused by changing legal counsel
- expenses arising from the enforcement of a ruling or decision
- fees or costs of arbitrators or conciliators
- costs incurred from reporting a criminal offence or making a request for investigation, or from pretrial investigation of a criminal case.

However, we will compensate an insured person suspected of a crime for the costs of using legal counsel in the pretrial investigation under the legal expenses insurance when

1. the pretrial investigation leads to a trial that is coverable under this insurance or
2. the matter under pretrial investigation leads to charges being waived, or the pretrial investigation is discontinued without passing it on to the prosecutor for consideration.

## 13.6 Other regulations concerning indemnity

### 13.6.1 Point of time for indemnification

The insurance company indemnifies for the insured person's legal expenses after a legal ruling has been issued or a settlement has been reached.

Final compensation is paid after the insured has, in response to the insurance company's demand, proved that he/she has paid the deductible on the costs.

### 13.6.2 Refund of legal expenses and transfer of claim

If the counterparty has been sentenced or is committed to paying the insured person's legal expenses, the insured person must refund any compensation for expenses or transfer his/her right to such expenses before payment of the compensation to the insurance company up to the amount the latter has paid.

## GROUP INSURANCE, GENERAL TERMS OF CONTRACT

These General Terms of Contract contain the relevant provisions of the Insurance Contracts Act. Clauses 1–17 below apply to group insurance unless otherwise agreed in respect of a matter stipulated in the group insurance contract or the terms and conditions.

## 1 Key concepts

The essential content of an **insurance contract** is defined in the insurance contract, policy document and the insurance terms and conditions.

**Policyholder** is a party who has concluded an insurance contract with the insurance company.

**The insured** is the party for whose benefit a non-life insurance is valid.

**The insurer** is the insurance company issuing the insurance. In these terms and conditions, the insurer is referred to as 'the insurance company'.

**The insurance period** is the agreed period recorded in the policy during which the insurance is valid.

**An insurance event** is an event for which compensation is paid under the insurance.

**Group insurance** is insurance under which those insured are members of a group as defined in the insurance contract and the premium is paid in full by its policyholder.

**Safety regulation** is the obligation to observe given regulations recorded in the insurance policy or insurance terms and conditions, or otherwise in written form, aimed at preventing or restricting the occurrence of a loss.

**Exclusion clause** is a condition or regulation in the insurance policy or insurance terms and conditions or other written agreement specifying losses that are not coverable or restricting the insurance cover.

## 2 Obligation to disclose information before signing the agreement

### 2.1 Policyholder's and insured person's obligation to disclose information

Prior to the insurance being granted, the policyholder and the insured must provide full and correct answers to all questions presented by the insurance company which may affect the assessment of the insurance company's liability. During the validity of the insurance period, the policyholder and the insured must also correct without undue delay any information provided to the insurance company by him/her which he/she has found to be incorrect or insufficient.

### 2.2 Failure to disclose information

If the policyholder or the insured person has acted fraudulently with regard to the abovementioned obligation, the insurance contract is not binding on the insurance company. The insurance company has the right to withhold all premiums already paid, even if the insurance is annulled.

If the policyholder or the insured has wilfully or through negligence which cannot be deemed minor failed in his/her obligation to disclose information, the compensation payable under the insurance can be reduced or disallowed. The effect of the erroneous or deficient information given by the policyholder or the insured on bringing about the loss or damage will be taken into account when reduction or disallowance is being considered. In addition, the policyholder's and the insured person's intent or the type of negligence and other circumstances will be taken into account.

## 3 Commencement of liability and validity of the insurance contract

### 3.1 Commencement of the insurance company's liability

The insurance company's liability commences on the date agreed by the parties. If no starting date has been agreed, the insurance company's liability starts when the policyholder or the insurance company has submitted or sent an affirmative reply to the offer of the other contracting party.

If the policyholder has submitted or sent a written insurance application to the insurance company and if it is apparent that the insurance company would have approved the application, the insurance company will also assume liability for an insurance event occurring after the application was submitted or sent.

An insurance application or an affirmative reply which the policyholder has submitted or sent to the insurance company's representative is considered to have been submitted or sent to the insurance company.

If there is no clarification of the time of day when the reply or application was submitted or sent, it is considered to have taken place at 12.00 midnight.

### 3.2 Validity of the insurance contract

After the first insurance period, the insurance contract is valid for one agreed insurance period at a time, unless the policyholder or the insurance company terminates the contract. The insurance contract can also be terminated on other grounds, as specified below under sections 4.2 and 13.

A fixed-period insurance contract is valid for the agreed insurance period. The insurance can, however, be terminated during the insurance period on grounds specified below in sections 4.2 and 13.

## 4 Insurance premium

### 4.1 Payment of premium

The policyholder is liable to pay the insurance premium in full. The policyholder is not permitted to collect the insurance premium or part thereof from the insured.

The policyholder may not disclose the amount of insurance premium to the insured in his marketing activities or by any other means.

The insurance premium must be paid within one month of the date on which the bill for the premium was sent by the insurance company to the policyholder. However, the initial premium need not be paid before the commencement of the insurance company's liability, nor the subsequent premiums before the beginning of the agreed insurance period.

If payment made by the policyholder is not sufficient to cover all the insurance company's insurance premium receivables, the insurance company has the right to decide for which of the outstanding premiums his/her payments are to be used.

### 4.2 Delays in payment of premium

If the policyholder has neglected to pay the premium in part or in full by the due date as referred to under section 4.1, the insurance company has the right to terminate the entire insurance contract 14 days after sending a notice of termination.

However, if the policyholder pays the outstanding premium before the end of the notice period, the insurance will not cease to be effective at the end of the notice period. The insurance company will state this option in its notice of termination.

If the premium is not paid by the due date referred to in clause 4.1 above, the policyholder must pay penalty interest for the period of delay in accordance with the Interest Act.

The insurance company is also entitled to compensation for the reminders referred to in the insurance policy it has sent. If the insurance company has to collect an unpaid insurance premium through legal action, it is also entitled to being recompensed for the statutory fees and charges incurred due to the legal proceedings.

The insurance company may transfer outstanding amounts for collection by a third party.

### 4.3 Payment of delayed premium

If the policyholder pays an insurance premium in full after the insurance has expired, the insurance company's liability commences on the day following payment. In such a case, the insurance is valid from the date of its reinstatement until the end of the insurance period originally agreed.

However, if the insurance company does not wish to reinstate the insurance, the insurance company will, within 14 days of payment of the premium, notify the policyholder that it will not accept the payment.

### 4.4 Returning of premium at the termination of a contract

If the insurance terminates before the date agreed, the insurance company is entitled only to the premium for the

period during which it was liable. The rest of the premium paid is returned to the policyholder.

When determining the amount of returnable premium, the validity is calculated in days according to the insurance period to which the premium pertains.

However, the premium is not returnable in the circumstances listed below in this section or when the policyholder or the insured has acted fraudulently in the circumstances referred to in section 2.2.

The premium is not returned separately if the returnable sum is smaller than the sum in euros specified in the Insurance Contracts Act.

The insurance company will charge the minimum premium stated in the insurance policy and insurance contract for each insurance period.

### 4.5 Setoff against premiums to be refunded

The insurance company may deduct any outstanding premiums overdue and other overdue receivables from the premium to be returned.

## 5 Disclosure of information during validity of contract

### 5.1 Insurance company's obligation to disclose information to the policyholder

Upon entering into an insurance contract, the insurance company issues the policyholder with an insurance policy and the insurance terms and conditions.

During the validity of the insurance, the insurance company will notify the policyholder annually in writing of the sum insured and any other insurance-related matters with obvious relevance to the policyholder.

### 5.2 Obligation to disclose information to the insured parties

If the terms and conditions of a group insurance contract include a provision to the effect that the insurer keeps a list of persons who are covered by the insurance, the insurer will, as soon as the contract takes effect and at reasonable intervals thereafter, dispatch the persons insured details of the scope of cover, major exclusions, obligations of the insured under the contract and how the validity of cover is dependent on the fact that the insured is a member of the group mentioned in the contract.

If the insurance company does not keep a list of those insured, the policyholder is obligated to inform his members of the insurance policy when the policy becomes effective and at reasonable intervals thereafter; however, no less than at least once a year. When informing those insured, the policyholder must, at minimum, state the scope of insurance cover and most important restrictions to cover, as well as how the insurance's validity depends on whether the insured belongs to the policyholder's group.

In order to fulfil the obligation to inform those insured, the insurance company shall provide the policyholder with a text or other material that contains the minimum information listed above on the content of group insurance contracts paid by the policyholder, or changes to the contracts which the policyholder is then obligated to communicate to its members.

If the insurance company or its representative has failed to provide the insured with necessary information or has pro-

vided the insured with erroneous or misleading information about it, the insurance will be considered valid in the form that he/she has had reason to understand it in the light of the information he/she was given. However, this does not apply to information provided by the insurance company or its representative on future compensation payable after an insurance event has occurred.

### 5.3 Provision of information on termination of group insurance

If it is agreed in the group insurance contract that the insurance company shall keep a list of those insured by the group policy, the insurance company shall notify the insured of the termination of the insurance policy.

If the insurance company does not keep a list of those insured, the notice of termination will be given in the manner agreed in the group insurance contract on communicating the information specified in clause 5.2 above.

In respect of the insured, the insurance terminates one month from the date the insurance company sent the insured a notification of termination or notified the insured of the termination of the insurance as agreed in the group insurance.

### 5.4 Policyholder's obligation to disclose information to the insurance company

If the policyholder is obligated to notify its members of the insurance in accordance with clauses 5.2 and 5.3, the policyholder must ensure that its communication with members on the insurance policies is documented in a manner that allows the content, means and time of communication to be verified afterwards.

The policyholder must disclose the information listed above to the insurance company upon request.

## 6 Obligation to prevent and limit loss or damage

### 6.1 Obligation to follow safety regulations

The insured must observe the safety regulations recorded in the policy, in the insurance terms and conditions or otherwise provided in writing. If the insured has wilfully or through negligence which cannot be deemed minor failed to observe the safety regulations, the insurance company may reduce or disallow any compensation payable to him/her. The effect of the failure to observe the safety regulations on the occurrence of the loss or damage is taken into account when considering whether to reduce or disallow compensation. The insured person's intent or the type of negligence and any other circumstances will also be taken into account.

### 6.2 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 must, in accordance with his/her abilities, take the necessary action to prevent or limit the loss or damage.

If the loss or damage is caused by a third party, the insured must take the necessary action to uphold the insurance company's right vis-à-vis the liable party. The insured must, for instance, attempt to establish the identity of the tort-feasor. If the loss or damage resulted from a punishable act, the insured must, without delay, report it to the

police and sue the offenders if the insurance company's interest so requires. The insured person must, in other respects, too, observe all instructions given by the insurance company aimed at preventing and mitigating loss or damage.

The insurance company will indemnify for reasonable expenses incurred due to fulfilling the above duty of salvage even if the sum insured were thus be exceeded.

If the insured person has wilfully or through negligence which cannot be deemed minor failed to observe the duty of salvage referred to above, the insurance company may reduce or disallow the compensation payable to him/her. The effect of the failure to observe the duty of salvage on the occurrence of the loss or damage is taken into account when considering whether to reduce or disallow the compensation. The insured person's intent or the type of negligence and any other circumstances will also be taken into account.

### 6.3 Failure to observe the safety regulations and the salvage obligation in liability insurance

Under liability insurance, negligence on the part of the insured person will not lead to compensation being reduced or disallowed.

However, if the insured person has wilfully or through gross negligence failed to observe the safety regulations or the duty of salvage, or if the insured persons use of alcohol or other intoxicant has contributed to the negligence, compensation may be reduced or disallowed.

If the insured has through gross negligence failed to observe the safety regulations or the duty of salvage or if the insured person's use of alcohol or other intoxicant has contributed to the negligence, the insurance company will nevertheless pay from the liability insurance that part of the compensation which the natural person who has suffered the loss or damage has been unable to collect because of the insured person's state of insolvency as authenticated by distraint or bankruptcy.

## 7 Causing an insurance event

### 7.1 Causing an insurance event

The insurance company is released from liability to the insured if the insured has wilfully caused the insurance event.

If the insured person has caused an insurance event through gross negligence or if the insured person's use of alcohol or some other intoxicant has contributed to the insurance event, the compensation payable to him may be reduced or disallowed as far as is reasonable considering the circumstances.

The effect of the insured person's action on the occurrence of the loss or damage is also taken into account in considering whether the compensation is to be reduced or disallowed in the above-mentioned cases. The insured person's intent or the type of negligence and other circumstances will also be taken into account.

### 7.2 General liability insurance

If the insured person has caused an insurance event through gross negligence or if his/her use of alcohol or other intoxicant has contributed to the insurance event, the insurance company will nevertheless pay under the liability insurance that part of the compensation which the natural

person who has suffered the loss or damage has been unable to collect because of the insured persons state of insolvency as authenticated by distraint or bankruptcy.

## 8 Irresponsibility and emergency

The insurance company will not invoke clauses 6 and 7 to release itself from or restrict its liability if the insured failed to observe the safety regulations or salvage obligation due to such a state of mind that he/she could not have been sentenced for a crime.

Insurance company will not appeal to sections 6 and 7 to release itself from or restrict its liability if the insured was seeking to prevent injury to a person or damage to property in circumstances in which his/her negligence or action was justifiable at the time he/she caused the insurance event or failed to observe the safety regulations or the salvage obligation.

## 9 Claims settlement procedure

### 9.1 Claimant's obligations

The claimant must provide the insurance company with documents and information necessary for the assessment of the insurance company's liability. These include documents and information which confirm whether an insurance event occurred, the extent of the loss or damage and who is to be indemnified (for example, police investigation report and report of offence to the police). Claimants must acquire said documentation and information and submit them to the company at their own expense. The insurance company must be given the opportunity to assess the loss or damage. A damaged object must not be disposed of without special reason. All crimes must be reported to the local police without delay.

The claimant is required to obtain the documentation which he/she is reasonably able to obtain, although taking into account that the insurance company may also acquire such documentation.

The insurance company is not required to pay compensation before it has received the above documentation.

If the claimant has, after the insurance event, fraudulently provided the insurance company with incorrect or insufficient information relevant to the assessment of the insurance company's liability, his/her compensation may be reduced or disallowed, depending on what is reasonable in the circumstances.

### 9.2 Time limitation on claims

A claim for compensation must be presented to the insurance company within 12 months of the date when the claimant became aware of the insurance and was informed of the insurance event and the damaging consequences of that event. A claim for compensation must in any case be presented within 10 years of the date when the insurance event occurred or, in the case of insurance taken out against liability for damages, the damaging consequences were caused. Reporting an 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 compensation.

### 9.3 Insurance company's obligations

The insurance company will pay the compensation resulting from the insurance event in accordance with the insurance

contract or notify the claimant of non-payment of compensation without delay and, at the latest, in one month's time of the date on which it received the documentation and information necessary for the assessment of its liability. If the amount of compensation is disputed, the insurance company will nonetheless pay any undisputed part of the compensation within the above-mentioned period.

In the case of a claim settlement decision under liability insurance, the insurance company will also inform the person who has suffered the loss or damage.

If the total amount of compensation payable to a legally incompetent person for losses other than expenses or loss of property exceeds 1,000 euros, the insurance company will notify the guardianship authority in the locality of the legally incompetent person of such compensation.

The insurance company will pay penalty interest on any delayed payment of compensation in accordance with the Interest Act.

### 9.4 Setoff against compensation

The insurance company may deduct any outstanding premiums overdue and other outstanding overdue amounts from compensation.

### 9.5 Effect of sanctions on compensation

The insurance company, its subsidiary or a partner in a network underwriting insurance locally is under no obligation to pay indemnity, damages, prevention costs or investigation and legal expenses or any other financial resources if paying them is contrary to sanctions, other restrictive actions or legislation imposed by the Finnish government, the United Nations, the European Union, the United States of America or the United Kingdom or their competent authorities or governing bodies.

## 10 Lodging an appeal against decision taken by insurance company

The policyholder or claimant has several ways of appealing against a decision taken by the insurance company. If the matter remains unsettled after he/she has contacted the insurance company, he/she can ask for advice and counselling from the Finnish Financial Ombudsman Bureau (FINE) or request a decision recommendation from the relevant board. A policyholder or claimant who is dissatisfied with the insurance company's decision may also bring action against the insurance company in court.

### 10.1 Right to correct

If a policyholder or claimant suspects that the insurance company has made a mistake in its claim settlement decision, he/she has the right to obtain more information about matters which have led to the decision. The insurance company will revise the decision if the new investigations give cause to do so.

### 10.2 FINE

The Finnish Financial Ombudsman Bureau ([www.fine.fi](http://www.fine.fi)) offers free and independent advice and assistance. The Finnish Financial Ombudsman Bureau and the Finnish Insurance Complaints Board also give settlement recommendations in civil action cases. FINE does not handle a dispute pending in a court of law or processed by a court of law.



### 10.3 District court

If the policyholder or claimant is dissatisfied with the insurance company's decision, he/she may bring action against the insurance company. Action can be brought in the district court of his/her domicile in Finland, of the insurance company's domicile or of the place of loss in Finland, unless otherwise provided by Finland's international agreements.

Action against the insurance company's decision must be brought within three years of the policyholder or claimant being informed in writing about the insurance company's decision and the time limit. The right to bring action ceases once the time limit has expired. Handling of a case by a board will interrupt the limitation period for the right to bring action.

## 11 The insurance company's right of recovery

### 11.1 Insurance company's right of recovery vis-à-vis a third party

The insured person's right to claim damages from a third party which is held liable transfers to the insurance company up to the amount of compensation paid by the insurance company.

If the loss or damage was caused by a third party as a private person or as an employee, a civil servant or any other person comparable to these as referred to in Chapter 3, Section 1 of the Tort Liability Act, the right of recovery will be transferred to the insurance company only if the person in question caused the insurance event wilfully or through gross negligence or is held liable regardless of the nature of his/her negligence.

### 11.2 Other cases of right of recovery under non-life insurance

The insurance company's right of recovery vis-à-vis the policyholder, the insured party or a party identifiable with the insured one is defined according to section 75, paragraph 4 of the Insurance Contracts Act.

## 12 Altering an insurance contract

### 12.1 Altering the terms of contract during the insurance period

The insurance company has the right to alter the insurance premiums or other terms of contract during the insurance period to correspond to the changed circumstances if the policyholder or the insured has neglected his/her obligation to disclose information as referred to in clause 2.

After being informed of said change, the insurance company will notify the policyholder without undue delay of how and from what date the premium or other terms of contract will be altered. The notification shall state that the policyholder has the right to cancel the insurance.

### 12.2 Altering the terms of contract of a continuous policy at the end of an insurance period

The insurance company has the right to alter the insurance terms and conditions and premiums and other terms of contract at the end of the insurance period.

These alterations will apply as of the beginning of the following insurance period.

The insurance company must inform policyholders of any changes no later than one month before the beginning of the new insurance period. The insurance continues in its new form unless the policyholder terminates it in writing before the beginning of the new insurance period.

## 13 Termination of insurance contract

### 13.1 Policyholder's right to terminate the insurance

The policyholder has the right, at any time, to terminate the insurance contract during the insurance period. Notice of termination must be given in writing. Notice of termination given in any other manner shall be null and void. If the policyholder has not specified a later termination date for the insurance, the insurance will terminate on the date the notice was submitted or sent to the insurance company.

### 13.2 Insurance company's right to terminate an insurance during the insurance period

During the insurance period, the insurance company has the right to terminate the insurance or to terminate the cover for an individual insured person if

1. the policyholder or the insured person has, before the insurance was granted, provided incorrect or insufficient information and the insurance company, had it known the circumstances, would have refused to grant the insurance
2. the insured has wilfully or through gross negligence failed to observe the safety regulations
3. the insured has wilfully or through gross negligence caused the insurance event, or
4. the insured person has, after the insurance event, fraudulently provided the insurance company with incorrect or insufficient information relevant to the assessment of the insurance company's liability.

Having been informed of the grounds for permitting termination, the insurance company will give written notice of termination without undue delay. The insurance contract will terminate one month from the time the notice was sent.

The insurance company's right to give notice of termination of insurance owing to an outstanding insurance premium is defined in clause 4.2 above.

### 13.3 Insurance company's right to terminate an insurance at the end of the insurance period

The insurance period and its continuation is specified in the group insurance contract. The insurance company has the right to terminate the insurance when the new insurance period is about to begin. The notice will be sent to the policyholder latest one month before the insurance period will change.

### 13.4 Termination of insurance in respect of the insured

In situations referred to above in this section, the insurance company will notify the insured person about the termination of the insurance using the procedure referred to under section 5.2.

In respect of the insured person, the insurance terminates in one month's time from the date the insurance company sent him/her a notification of termination or notified him/her of such termination as agreed in the group insurance.

## 14 Rights of a third party in liability insurance

### 14.1 Right to compensation under liability insurance of a person who has suffered injury, loss or damage

A person who has suffered injury, loss or damage has the right, under general liability insurance, to claim compensation as per the insurance contract directly from the insurance company if

- taking out the insurance was required by law or a regulation issued by the authorities,
- the insured person has been declared bankrupt or is otherwise insolvent, or
- the existence of general liability insurance has been indicated in marketing of the insured's business activities.

If the insurance company is presented with a claim, it will notify the insured person thereof without undue delay and reserve him/her an opportunity to explain the insurance event. The insured person will also be notified of the subsequent processing of the matter.

If the insurance company accepts the claim of the person who has suffered the injury, loss or damage, this acceptance is not binding on the insured.

### 14.2 Right of appeal under liability insurance of a person who has suffered injury, loss or damage

A person who has suffered injury, loss or damage has the right to bring action against the insurance company regarding a claim settlement decision taken by the insurance company or to submit the matter to the Finnish Insurance Complaints Board as provided in clause 10 above.

## 15 Digital services

If the policyholder has concluded a corporate customer's digital services agreement, the policyholder may attend to his/her insurance matters in OP's digital services, such as the op.fi service. Using the services is possible to the extent determined by OP. This may include the right to view the details of insurance policies in force or to file loss reports. When the policyholder uses OP's digital services to attend to his/her insurance matters, the general terms and conditions for corporate customer's digital services, supplied to the customer when concluding the agreement, shall apply to the insurance in addition to these terms of contract.

The insurance company has the right to send all insurance-related information, such as decisions, messages, notifications, responses, changes and notices of termination only electronically to OP's online and mobile services. The policyholder has the right to receive the aforementioned information by post within reasonable time from the day on which the policyholder informed the insurance company that he/she wishes to receive the information by post.

## 16 Applicable law

The insurance is subject to Insurance Contracts Act and other Finnish law.

## 17 Other matters dealt with in the Insurance Contracts Act

The Insurance Contracts Act also covers the following matters concerning group insurance:

Scope of application

Peremptory nature of provisions

Identification

Insignificance of misrepresentation or increase in underlying risk

Payment of premium through bank or post office

Limitation on right to obtain compensation

Double insurance

Payment made to wrong person

Notifications by the insured

Pohjola Insurance Ltd, Business ID: 1458359-3

Helsinki, Gebhardinaukio 1, 00013 OP, Finland

Domicile: Helsinki, main line of business: non-life insurance companies

Regulatory authority: Financial Supervisory Authority, [finanssivalvonta.fi/en](https://finanssivalvonta.fi/en)

