

This is a translation of the original Finnish insurance Terms and Conditions 'Maa- ja metsätalouden harjoittajan oikeusturvavakuutusehdot'. In case of discrepancy, the Finnish wording prevails.

The content of the Legal Expenses Insurance for Persons Engaged in Agriculture and Forestry comprises the Policy Document, these terms and conditions and the General Terms and Conditions.

1 The Insured and validity of the insurance	1	5.1.4.2 Criminal cases	2
2 Purpose of the insurance and competent courts	1	5.1.4.3. Appeal to the Supreme Court	2
3 Insurance coverage	1	5.2 Calculation of the amount of compensation	2
3.1 Legal expenses cover	1	5.2.1 Expenses not covered by the insurance	3
3.2 Extensive legal expenses cover	1	5.3 Manner of compensation	3
4 General exclusions	1	5.4 Deductible and other deductions	3
5 Compensation	2	5.4.1 Deductible	3
5.1. Grounds for compensation	2	5.4.2 Impact of Individual Acts	3
5.1.1 Insured event	2	5.4.3 Impact of Laws Regulating Taxation	4
5.1.2 Timing of the insured event and validity of the insurance	2	5.4.4 Order of Calculating Deductions	4
5.1.3 Shared interests	2	6. Calculating the insurance premium	4
5.1.4 Compensable costs	2		
5.1.4.1 Civil proceedings and petitions	2		

1 The Insured and validity of the insurance

The Insurance covers the Policyholder and any persons living permanently in the Policyholder's household according to the population register authority as well as any persons who own forest or practise agriculture jointly with the Policyholder.

The insurance is valid in Finland.

2 Purpose of the insurance and competent courts

The purpose of the insurance is to cover the costs incurred from retaining a lawyer in matters related to forestry or small-scale farming, when this is not the main occupation of the Insured.

The Insured's representative must be an attorney or legal professional who, in the country within the territorial limits of the insurance where the legal proceedings are to take place, is authorised under applicable law to act as a legal representative or counsel. If the Insured does not use a representative at all, or if the representative does not hold a degree that qualifies them for the position of a judge as specified above, no compensation is payable under the insurance.

The Insured can use the insurance to cover expenses incurred from a matter that is immediately submitted for consideration by a district court.

This insurance does not cover expenses arising from matters that are dealt with by administrative authorities or special courts, such as an administrative court, the Insurance Court or the Supreme Administrative Court. Nor does the insurance cover expenses arising from matters that are dealt with by the European Court of Human Rights, the European Court of Justice or the European Court of First Instance.

3 Insurance coverage

The insurance includes the covers indicated in the Policy Document.

3.1 Legal expenses cover

The insurance covers the necessary and reasonable lawyer's fees and legal costs incurred by the Insured through the use of legal assistance in disputes or criminal cases relating to the practise of agriculture or forestry.

3.2 Extensive legal expenses cover

The insurance covers the necessary and reasonable lawyer's fees and legal costs incurred by the Insured through the use of legal assistance in disputes or criminal cases relating to the practise of agriculture or forestry.

This cover also reimburses the legal expenses incurred by the opposing party that the Insured has been ordered to pay in accordance with clause 5.2.1.

4 General exclusions

This insurance does not cover expenses incurred by the Insured concerning a matter

- 1) that is of minor importance to the Insured
- 2) where the claim cannot be shown to be contested
- 3) which concerns the Insured in a capacity other than as a person engaged in agriculture or forestry
- 4) relating to a guarantee, pawning or other security commitment for a loan or the commitment security of another person for their business or other gainful activity
- 5) relating to a loan granted to another person for their business or other gainful activity
- 6) in which the Insured covered by this insurance are opposing parties relating to an amount receivable or a claim transferred to the Insured, unless two (2) years have elapsed since the transfer when the dispute arises
- 7) that involves opposing a summary penal order in a court of law
- 8) that involves fighting a claim for damages or other claim brought against the Insured person on the basis of an act that is excluded under section 5.1.4.2 of the insurance terms and conditions
- 9) relating to bankruptcy proceedings
- 10) relating to execution proceedings, an enforcement dispute within the meaning of the Enforcement Code or the enforcement of execution proceedings
- 11) that involves the restructuring of a business, a proceeding under the laws on the debt restructuring of private individuals or the voluntary debt restructuring of a farmer pursuant to the Rural Industries Act
- 12) relating to a claim for damages directed at the Insured, if the liability insurance covers the risk of payment of damages
- 13) where the expenses incurred by the Insured are covered by a legal expenses insurance relating to a motor vehicle insurance

- 14) that involves class action litigation
- 15) that involves determining whether some or all of the expenses resulting from an insurance claim filed by the Insured should be reimbursed under this legal expenses insurance policy.

5 Compensation

5.1. Grounds for compensation

5.1.1 Insured event

Compensation can be sought for matters that involve prosecution or a disputed claim. A claim is deemed to be disputed if either the validity or the amount of the claim has been expressly challenged.

If two (2) or more persons insured under this policy are on the same side of a civil proceeding, a criminal proceeding or a petition, or if the Insured is/are involved in several civil proceedings, criminal proceedings or petitions that are based on the same incident, circumstance, legal transaction or infringement of rights, or if the matter comes down to the same or similar claim, albeit based on different grounds, these constitute one (1) insured event.

5.1.2 Timing of the insured event and validity of the insurance

Only losses that are incurred while the policy is in force are covered.

In case of a dispute or petition, the insured event has occurred when the claim presented is specifically disputed regarding either its grounds or amount.

In a criminal case, the insured event has occurred when the case has been instituted, either when the office of a lower court receives an application for a summons from the prosecutor or the complainant, or when the prosecutor has served the summons.

However, if the insurance policy has been in force for less than two (2) years when the loss is incurred, the matters on which the dispute, claim or charge is based must also have arisen during the validity of the insurance cover.

The validity period of the insurance includes the period during which this insurance has been continuously valid for the Insured on its own or consecutively with other legal expenses insurance policies similar in content to this one. If several legal expenses insurance policies are valid when the insured event occurs, only this insurance is included in the validity period of the insurance.

'Similar in content to this insurance' means that, in claims occurring during the first two years after the insurance has become effective, compensation is paid for those insured events that would have been compensated by insurances valid prior to this one, and in the same manner.

5.1.3 Shared interests

If a matter concerns an interest essentially other than the own interest of the Insured, or the Insured has a shared interest with other than those persons covered by this insurance to safeguard in the matter, the insurance covers only the proportion of the expenses which can be considered to constitute the Insured's part.

5.1.4 Compensable costs

The insurance covers the necessary and reasonable legal and litigation expenses arising from an insured event as follows:

5.1.4.1 Civil proceedings and petitions

Expenses incurred by the Insured from the use of a legal representative and the presentation of evidence.

Where the admissibility of a civil claim requires a legal transaction or a decision made by a certain body or pursuant to a certain process, the expenses incurred are covered as of the time when the matter can be submitted for consideration by a district court.

If the matter has been subject to court-assisted mediation, the insurance also covers the Insured's share of the fee and other expenses of the mediator's assistant, where applicable, calculated based on the total number of parties in the dispute.

5.1.4.2 Criminal cases

The Insured as an injured party

Expenses incurred by the Insured from the use of a legal representative and the presentation of evidence in so far as the court proceeding concerns a claim made by the Insured under private law for non-legal expenses resulting from a criminal offence.

The Insured as a defendant

Defence expenses incurred by the Insured except where the charge brought by the prosecutor concerns deliberate action, gross negligence or gross recklessness.

However, expenses can be reimbursed retroactively if the court dismisses the charge brought by the prosecutor in so far as the aforementioned deliberate action, gross negligence or gross recklessness is concerned.

No compensation is payable if the court dismisses the charge brought by the prosecutor in its entirety, as in such cases reimbursement of the defendant's expenses must be sought from the state under chapter 9 of the Criminal Procedure Act.

If the Insured is convicted in a court of appeal, upon a prosecutor's complaint, of a deliberate action, gross negligence or gross recklessness as mentioned in this clause, the defence and litigation expenses are not compensated.

5.1.4.3. Appeal to the Supreme Court

If appealing to the Supreme Court requires leave to appeal, the insurance will only cover the expenses incurred from the appeal process if leave to appeal is granted. This precondition also applies to those matters in which the Supreme Court is the first court of appeal.

Expenses incurred from pursuing additional remedies are only covered if the Supreme Court has upheld the challenge or annulment of the previous judgment or reinstated an expired time limit.

5.2 Calculation of the amount of compensation

The maximum sum insured is stated in the Policy Document.

The legal and litigation expenses that can be reimbursed under this insurance are provided for in the Code of Judicial Procedure and the Criminal Procedure Act.

If the court has not taken a position on the parties' legal and litigation expenses, or if the parties have reached a settlement on costs, or if the claim was not contested, the amount to be compensated will be determined taking into consideration compensations previously given or paid in similar cases. However, the amount of compensation is always limited to the amount of expenses that the court orders the Insured's opposing party to pay, unless the court's ruling expressly states that the Insured must meet some or all of their own expenses.

The policy pays for a reasonable amount towards the legal representative's fee and necessary expenses. The reasonableness of the fee and expenses is determined taking into consideration the value of the disputed interest, the complexity and scope of the case, and the amount and nature of the work performed by the legal representative. However, the amount of compensation is always limited to the amount of expenses that the Insured is seeking from the opposing party.

If it is possible to put a monetary value on the disputed interest, the amount of compensation is limited to double the value of the disputed interest or the maximum compensation specified in the Policy Document. If the dispute concerns a recurring payment, the amount of compensation is limited to ten times the amount of a single instalment. The value of the disputed interest is determined excluding any interest payments or legal and litigation expenses.

5.2.1 Expenses not covered by the insurance

This insurance does not cover

- 1) legal expenses incurred by the opposing party that the Insured has been ordered to pay or has agreed to pay.
Legal expenses incurred by the opposing party that the Insured is liable to pay pursuant to a final court order are, however, covered subject to the same rules as the Insured's own legal expenses
 - if the insurance includes Extensive legal coverAny expenses that the Insured has agreed to pay are not, however, covered in this case either.
- 2) legal expenses covered by the state under chapter 9 of the Criminal Procedure Act
- 3) expenses caused by measures taken prior to the occurrence of the insured event or the preliminary investigations of the matter or such an investigation or handling of a disputed matter which has led to the justifiable dropping of all demands against the opposing party by the Insured. The Insured is also considered to have dropped the claims when the compensation received from a settlement is less than the minimum deductible of the insurance.
- 4) expenses arising from the enforcement of a judgment or a decision or from the application of precautionary measures. However, expenses incurred from seeking a precautionary measure are covered if the precautionary measure relates to a court proceeding that is in progress when the precautionary measure is sought and is adjudicated in the same court as the main proceeding and expenses incurred from the main proceeding are covered under this policy. Expenses arising from the enforcement of the precautionary measure are not, however, covered in these cases either.
- 5) waste of time or work of the Insured or costs arising from these, loss of income or earnings, or travel and accommodation expenses. Neither does the insurance cover any additional costs arising from changing counsel, or any action of the Insured which adds to the expenses or causes unnecessary expenses
- 6) expenses incurred from seeking the opinion of a legal expert
- 7) expenses arising from the reporting of an offence, submission of a request for investigation, or the preliminary investigation of an offence
- 8) arbitrators' and mediators' fees and expenses
- 9) expenses due to applying for public legal aid.

5.3 Manner of compensation

The insurance company agrees to reimburse the Insured for their legal and litigation expenses once a final court order has been issued or the parties have settled the case.

Any amount that the Insured's opposing party has paid towards the Insured's expenses pursuant to a court order or a settlement agreement will be deducted from the amount of compensation paid by the insurance company.

If the Insured has collected the litigation expenses or they have been paid to the Insured by the adversary or the Insured has otherwise been able to offset them, the Insured is liable to transfer them to the Insurance Company, including interest, insofar as they must be allocated to the Insurance Company in accordance with the Insurance Terms and Conditions.

If the adversary has been ordered or has undertaken to pay the Insured compensation for expenses, and this is still unpaid at the time when compensation is paid under the terms of the Insurance, the Insured is liable to transfer to the Insurance Company all rights to the said compensation for expenses, up to the amount of compensation paid by the latter.

In the event that the Insured has been obliged to pay part of the expenses themselves, owing to the fact that the expenses exceed the maximum compensation under the Insurance, the Insured is liable to transfer to the Insurance Company the compensation for expenses received from the opposing party to the extent that it exceeds the amount paid by the Insured.

5.4 Deductible and other deductions

5.4.1 Deductible

The deductible stated in the Policy Document is deducted from the compensable amount of loss.

5.4.2 Impact of Individual Acts

The Insured must demand compensation for legal and litigation expenses from the adversary in the trial and in negotiations for a settlement. If the Insured, without good cause, fails to claim costs from the adversary, compensation payable under the Insurance may be reduced or refused under the Insurance Contracts Act.

The Insurance does not cover

- 1) expenses arising from such matters and evidence which the court disregards due to a delayed presentation
- 2) expenses incurred as a result of the failure of the Insured or his/her representative to appear in court, disregarding the orders of the court, or presenting a plea which they have known or should have known to be unjustified, or expenses which they have otherwise caused by intentionally prolonging the trial, or through carelessness
- 3) expenses arising from legal proceedings which the Insured or his/her counsel has started without the adversary having instigated it, or expenses for an unnecessary trial caused, intentionally or due to carelessness, by the Insured or his/her counsel
- 4) expenses for legal proceedings where the Insured's demand has been left uninvestigated
- 5) expenses concerning a matter where the Insured's demand has been rejected as outdated or premature or as having no legal basis

The Insured is not entitled to agree on the expenses incurred for the proceedings in a manner that is binding on the Insurance Company. Any remuneration paid by the Insured to his/her representative in lieu of fees and expenses is not binding on the Insurance Company when the reasonableness of the litigation expenses is assessed. However, the representative's invoice must be sent to the Insurance Company for determining the amount of compensation.

5.4.3 Impact of Laws Regulating Taxation

The laws regulating taxation are also taken into account in the calculation of compensations.

Value Added Tax

If the Insured is entitled to deduct the value added tax included in the attorney's bill or in the legal expenses in his or her own taxation, the share of value added tax will be deducted from the compensation. The attorney's bill shall be addressed to the Insured.

5.4.4 Order of Calculating Deductions

The deductible and other deductions are made from the amount of loss covered in the form of consecutive deductions in the following order:

- 1) the amount of possible tax
- 2) deductible
- 3) any deductions based on the actions of the Insured..

6. Calculating the insurance premium

Premium for legal expenses insurance shall be calculated according to the personal qualities of the Policyholder, the Insured, or the possessor of the Insured Interest, such as age, the number of the Insured, the place of residence and the living environment, as well as the insurance and claims history, the Insured Interests and their purpose of use, the scope of cover, and the amount of the deductible.

The insurance company is entitled to adjust the premium at the turn of the insurance period on the basis of a change in the age of the insured interest, the Policyholder, his/her family members, the Insured or the possessor of the insured interest. In such a case, the premium is adjusted in accordance with the change in the statistical risk of loss or damage that corresponds to the change in age.

When the effect of age on the risk of loss or damage changes, the insurance premium can be adjusted to better correspond to the risk.

The other cases in which the insurance company is entitled to adjust the premium are stated in the General Terms and Conditions.