

This is a translation of the original Finnish insurance Terms and Conditions 'Yksityishenkilön oikeusturvavakuutusehdot'. In case of discrepancy, the Finnish wording prevails.

The content of the Private Person's Legal Expenses Insurance comprises the Policy Document, these Insurance Terms and Conditions and the General Terms and Conditions.

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#### 1 The insured persons and validity of the insurance

The Insurance covers the Policyholder and any persons living permanently in the Policyholder's household, as well as the driver of a motor vehicle owned by or in the possession of the Policyholder.

The address entered in the register of the population register authority is considered the Insured Person's place of residence.

If the Policyholder is deceased or the Policyholder is an estate, the Insured Persons are the family members

- who, at the time of the death of the Policyholder, lived permanently in the Policyholder's household
- who do not have their own insurance and
- who still live at the same address.

The Insured Persons also include the shareholders of an undivided estate in claims concerning the ownership, possession or use of a flat or real estate insured under his home insurance, unless they have their own liability insurance policy.

The Insurance is valid in the Nordic countries. The Insurance is valid worldwide in issues relating to a journey or travel during a journey which continues uninterrupted for no longer than one year. A journey or travel during a journey is not considered to include litigation, criminal cases or petitions relating to the sale of a property, flat, boat or motor vehicle.

The Insurance is valid in Finland only if the Insured Person's permanent place of residence is not in Finland.

#### 2. Purpose of insurance, and courts

The purpose of this Insurance is to cover costs arising from the use of a lawyer in matters relating to the Insured Person's private life.

The Insured's representative must be an attorney or other legal professional. If the Insured does not use a representative at all or the representative does not have a degree entitling him/her to hold the position of a judge, no compensation will be paid from the insurance.

The Insured may use the Insurance in matters that could have been immediately submitted for consideration by a general Court of First instance or the corresponding courts in the countries listed in Clause 1.

The Insurance does not cover expenses incurred in matters that are dealt with by administrative authorities or special courts, such as an administrative court, the Insurance Court or the Supreme Administrative Court. Neither does the Insurance cover expenses incurred in 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 cover

The Insurance includes the covers stated in the Policy Document.

##### 3.1 Legal Expenses Cover

The Insurance covers the necessary and reasonable legal and litigation expenses incurred by the Insured through the use of legal assistance in litigation, criminal cases and petitions.

##### 3.2 Extended Legal Expenses Cover

The Insurance covers the necessary and reasonable legal and litigation expenses incurred by the Insured through the use of legal assistance in litigation, criminal cases and petitions.

This cover also compensates the Insured for the legal expenses awarded to the adversary in accordance with Clause 5.2.1.

#### 4 General exclusions

The Insurance does not cover any expenses incurred by the Insured concerning a matter

- 1) which is of minor importance to the Insured
- 2) where the contesting of the claim cannot be demonstrated
- 3) relating to present, previous, future or planned employment, a profession, office, post, business or other gainful activity, a partnership in a commercial enterprise or membership of the administrative organs of such an enterprise, or other full-time or part-time activities of the Insured or another Insured living in the same household and directed towards securing an income, unless the matter concerns prosecution due to the operation of a motor vehicle in traffic, or a traffic accident
- 4) relating to investment operations or an individual investment, the value of which at the time of the dispute or when the investment was made exceeded EUR 85,000
- 5) relating to a loan granted to another person for his or her business or other gainful activity, or to a guarantee, pawning or other security for a loan or the security of another person for his or her business or other gainful activity
- 6) relating to a joint ownership or the dissolving of such relationship
- 7) relating to property, part of a property, building, owner-occupied or rented flat other than the Insured's permanent dwelling or a leisure-time place of residence used by the Insured Person
- 8) relating to a divorce or the dissolution of a registered partnership, or financial disputes or other claims relating to a divorce, the end of a marriage, the end of cohabitation, the end of cohabitation equivalent to marriage, or the dissolving or ending of a registered or unregistered partnership

- 9) relating to the custody, maintenance, visitation rights or dwelling of children. However, the Insurance covers one insured event relating to the custody, maintenance, visitation rights or dwelling of children per three years, if all of the following prerequisites are met at the same time:
  - the issue is not handled for the first time nor is it related to the end of cohabitation
  - the issue concerns the changing of a valid agreement or valid court decision confirmed by the authorities due to changes in circumstances
  - other prerequisites defined in the insurance terms and conditions.The Insurance does not cover the enforcement of issues related to these.
- 10) relating to the appointment or the discharging from liability of a supervisor with regard to the interests of another person, or that of a trustee, an executor of a will, or an executor or administrator of an estate
- 11) relating to a restraining order or a breach of a restraining order
- 12) where those insured under this Insurance are opposing parties. However, when relating to prosecution due to the operation of a motor vehicle in traffic, the Insurance covers the Policyholder's expenses as well as the defence expenses of the driver of the motor vehicle.
- 13) relating to an amount receivable or a claim transferred to the Insured, unless two (2) years have elapsed since the transfer at the time when the dispute arises
- 14) which concerns opposing a summary penal order in a court of law
- 15) in which the public prosecutor's charge against the Insured concerns gross endangerment of traffic safety due to speeding or a traffic offence
- 16) relating to a claim for damages or other claim against the Insured on the basis of such an action for which the defence costs are not covered according to Clause 5.1.4.2
- 17) relating to bankruptcy, execution proceedings, an enforcement dispute referred to in the Enforcement Code or the enforcement of execution proceedings
- 18) which concerns the reorganisation of a company, or an action in accordance with the legislation on the debt settlement of private persons, or a voluntary debt settlement in accordance with the Restrictive Trade Practices Act for Rural Industries of a person engaged in agriculture
- 19) relating to a claim for damages directed at the Insured, if the liability insurance covers the risk of payment of damages
- 20) where the expenses incurred by the Insured are covered by a Legal Expenses Insurance relating to a Motor Vehicle Insurance
- 21) which is dealt with as a collective action
- 22) where the issue is to determine whether the costs that have arisen from an insured event reported by the Insured are to be compensated, either fully or partly, on the basis of this Legal Expenses Insurance

## 5. Compensation

### 5.1 Basis for compensation

#### 5.1.1 Insured Event

The cause for which legal expenses are claimed must be subject to prosecution or under dispute. The claim is under dispute when the grounds or amount of the claim have been expressly challenged.

If two (2) or more persons insured under this Insurance are on the same side in a dispute, criminal case or petition, or if the Insured is/are involved in several disputes, criminal cases or petitions which are based on the same incident, circumstances, juristic act or infringement of rights, or if it is a question of the same or a similar claim, albeit differently based, these constitute one (1) insured event.

If the Insured is involved in several disputes related to the purchase or sale of an apartment or a piece of real estate, and the object of dispute is one and the same, this also constitutes one insured event.

These include, for example, situations in which the Insured is involved in a dispute:

- with both a party that bought the property from the Insured and a party that sold the property to the Insured
- with both a party that bought the property from the Insured and a party that performed construction or repair work in the property
- with both a party that bought the property from the Insured or sold the property to the Insured and a party that acted as an intermediary in the property transaction.

#### 5.1.2 The Time of Origin of the Insured Event and the Insurance Period of Validity

The Insurance covers loss or damage that occurs during the validity period of the Insurance.

In case of a dispute or petition, the insured event has occurred when the claim presented is specifically disputed as regards 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 cover has been in force for less than two (2) years at the time of origin of the insured event, the matters on which the dispute, claim or charge is based must also have arisen during the validity period of the insurance cover.

The insurance period includes the period during which this Insurance has been valid, uninterrupted, for the Insured on its own or consecutively with other Legal Expenses insurances 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.

If a change in the insurance cover has been valid for less than two (2) years at the time of the insured event, the matters on which the dispute, claim or charge is based must also have arisen after the change in the insurance cover became effective.

In all other cases, for insured events occurring during the first two years after the change in the insurance cover has become effective, compensation is paid in the same manner as it would have been paid prior to the change in the insurance cover.

#### 5.1.3 Shared Interest

If a matter concerns an interest fundamentally separate from that of the Insured, or the Insured has a shared interest to safeguard in the matter with persons other than those covered by this Insurance, 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 Litigation and Petition

The costs incurred by the Insured due to the use of a legal representative and the presentation of evidence.

Where a judicial act or a decision made by a certain decision-making body, or in a certain process, forms the condition for a dispute to be submitted to a Court for consideration, the expenses incurred are covered only as of the time when the matter could be submitted for consideration by a general Court of First Instance.

If the matter has been handled by a court of arbitration, the fee of the arbitrator's possible assistant and the expenses calculated according to the number of disputing parties that can be considered to constitute the Insured's share is covered by this Insurance.

#### 5.1.4.2 Criminal Case

##### As Complainant

The Insurance covers the legal expenses incurred by the Insured due to the use of a legal representative and the presentation of evidence, insofar as the trial concerns a claim under private law by the Insured, arising from non-legal expenses.

##### As Accused

Expenses for the defence of the Insured, but not, however, in cases where prosecution by a prosecutor relates to deliberate action, gross negligence or gross carelessness.

However, compensation for expenses will be paid in arrears in the event that charges raised by the prosecutor have been dismissed by a Court decision insofar as the charges concerned the above-mentioned deliberate action, gross negligence or gross carelessness.

If the prosecutor's charges have been dismissed by a Court decision altogether, compensation is not paid. In such a case, the expenses should be claimed from state funds on the basis of Section 9 of the Act on Trial in Criminal Cases.

If the Insured is convicted in a Court of Appeal, upon a prosecutor's complaint, of a deliberate action, gross negligence or gross carelessness as mentioned in this Clause, the defence and litigation expenses are not compensated.

#### 5.1.4.3 Appeal to the Supreme Court

If an appeal to the Supreme Court requires permission for an appeal, the costs incurred due to the appeal procedure are covered by the Insurance only where the permission to appeal has been granted. This also applies to those matters in which the Supreme Court is the first court of appeal.

The costs incurred due to the use of extraordinary channels of appeal are covered only if the Supreme Court has allowed the appeal or approved the annulment of a court decision or restored the lapsed time limit.

#### 5.2 Amount of Compensation and Its Calculation

The sum insured, which is stated in the Policy Document, is the maximum limit of the Insurance Company's liability per one insured event.

The legal and litigation expenses coverable by this Insurance are determined in accordance with the law on legal expenses of the Code of Judicial Procedure and the law on legal proceedings in criminal cases.

If the court of law has not issued a pronouncement on the lawyer's fee and legal costs, or if an agreement has been reached on the costs or the matter has been settled through admission, the coverable costs are determined taking into consideration the costs usually ordered to be paid or paid in corresponding matters. However, no more than the expenses of the adversary ordered by the court to be paid by the Insured are compensated, unless the court's decision expressly states that the Insured must incur the expenses partly or totally as his or her loss.

With respect to the use of a legal representative, a reasonable fee for the representative's work and necessary expenses are compensated. In determining the reasonableness of the fee and expenses, the value of the disputed interest, the difficulty and scope of the matter and the amount and nature of the work performed are taken into consideration. However, the compensated costs may not exceed the demand for costs presented by the Insured to his or her adversary.

If the value of the disputed interest can be measured in money, the Insurance compensates, within the limits of the sum insured stated in the Policy Document, no more than twice the disputed amount. If the disputed interest is a payment of a repeated nature, when defining the amount the disputed one-time payment is taken into account no more than tenfold. When determining the value of the interest, compensation demands for interest, legal and litigation expenses are not taken into consideration.

#### 5.2.1 Expenses Not Covered by the Insurance

The Insurance does not cover

- 1) the litigation expenses awarded to the adversary or agreed to be paid by the Insured  
However, the Insurance covers any adversary's expenses which must be paid by the Insured under the court's final decision under the same terms and conditions as the Insured's own legal expenses
  - if the Insurance includes Extensive Legal Expenses Cover
  - if the Insured has been assisted by an ombudsman or his or her subordinate during the legal proceedings, and the handling of the Insured's case has been important from the point of view of legal application and the general interests of consumers
  - if the adversary to the Insured has mainly failed to comply with the decision of the Consumer Disputes Board, the Insurance Board or other similar board, when the decision regarding the key parts of the dispute is in favour of the Insured.However, any expenses deemed to be payable by the Insured are not covered in this case either.
- 2) legal expenses paid out of public funds on the basis of Chapter 9 of the Act on Trial in Criminal Cases
- 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 matter which has led to the justifiable dropping of all demands against the adversary 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) costs arising from the implementation of an adjudication or a decision or precautionary measures. However, costs arising from the application of precautionary measures are covered where the precautionary measure is related to a pending trial upon the application of precautionary measures, and is dealt with in the same Court of law as the principal claim, and compensation is paid under legal expenses insurance for the trial relating to this principal claim. However, costs arising from the enforcement of precautionary measures are not compensated.
- 5) waste of time or work of the Insured or costs arising from these, loss of earnings or income, travel or sojourn 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 arising from the acquisition of a legal expert's statement
- 7) expenses arising from the reporting of an offence, submission of a request for investigation, or the preliminary investigation of an offence
- 8) the mediator's and arbitrator's fees and expenses
- 9) expenses due to applying for public legal aid.

#### 5.3 Manner of Compensation

The Insurance Company will compensate the legal and litigation expenses of the Insured after the court's final decision or after a settlement has been reached.

Any compensation for expenses that the Insured's adversary has been ordered to pay, or has undertaken to pay to the Insured, and which has been successfully collected from the adversary, will be deducted from the compensable amount of loss.

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.