

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

The content of the Travel Legal Expenses Insurance comprises the Policy Document, the Terms and Conditions for Travel Legal Expenses Insurance and the General Terms and Conditions.

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1 The insured persons and validity of insurance

The Insurance covers the Policyholder and any persons living permanently in the Policyholder's household.

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

Children under the age of 20 travelling with their parents are insured under the cover of their parents, even if they do not live at the same address with the parent. Grandchildren under the age of 20 travelling with their grandparents are insured under the cover of their grandparents. Accompanying children and grandchildren must have the same outward and homeward journey as well as the same destination as their parents and grandparents.

Continuous travel insurance is valid on journeys lasting up to 45 consecutive days anywhere in the world. The Insurance is valid in Finland only if the Insured Person's permanent place of residence is not in Finland.

Fixed-term insurance is valid at the destination stated in the Policy Document for the selected period.

Travel refers to travel to a destination outside the Insured Person's daily sphere of activities which comprises travelling to the destination, the sojourn there and return (such as holidays). Travel does not refer to ordinary travelling related to running errands, hobbies, visiting friends or family, or travel to one's own holiday home or place of work/study.

2. Purpose of the insurance and courts

The purpose of the Insurance is to cover expenses incurred by the use of a lawyer in matters relating to the Insured Person's private life which have occurred on a journey or relate solely to the journey and travelling.

The Insured person'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 may use the insurance in matters that could have been submitted immediately for consideration by a general Court of First Instance or the corresponding courts in the countries stated in Clause 1.

The insurance does not cover costs 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. Nor does the insurance cover costs 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

3.1 Traveller's legal expenses cover

The Insurance covers the Insured's necessary and reasonable lawyer's fees and legal costs incurred through the use of legal assistance in disputes, criminal cases and petitions, which have occurred during the journey or are exclusively related to the journey and travelling.

4 General exclusions

The Insurance shall not indemnify expenses sustained 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 other activities of the Insured than a journey or travelling
- 4) relating to the present, previous, future or planned employment, profession, office, post, business or other gainful activity, investment operations, 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 other Insured living in the same household for securing an income, unless the matter concerns prosecution due to operation of a motor vehicle in traffic, or a traffic accident
- 5) where those insured under this Insurance are opposing parties
- 6) which is related to a claim or receivable transferred to the Insured, unless two (2) years have elapsed since the transfer when the dispute arises
- 7) which concerns opposing a summary penal order in a court of law
- 8) in which the public prosecutor's charge against the Insured concerns gross endangerment of traffic safety due to speeding or a traffic offence
- 9) which is related to a claim for damages or other claim against the Insured on the basis of such action where the defence costs are not covered under Clause 5.1.4.2
- 10) relating to bankruptcy, execution proceedings, an enforcement dispute referred to in the Enforcement Code or the enforcement of execution proceedings
- 11) 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
- 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) which is dealt with as a collective action
- 15) in which it is a question of whether or not the costs caused by the insured event, of which the Insured has provided notification, are either completely or partially indemnifiable under the cover for legal expenses.
- 16) relating to the sale of real estate, apartment, boat or motor vehicle.

5 Compensation

5.1 Grounds for compensation

5.1.1 Insured Event

A claim can be submitted for a matter which is 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.

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.

The insured event has occurred during the validity period of the Insurance if the dispute, claim or charge is based on an incident, circumstances, juristic act or infringement of rights which has occurred during the validity period of the Insurance.

5.1.3 Shared Interest

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 Person'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 juridical act or a decision made by a certain decision-making body, or in a certain process, is the condition for a dispute to be submitted to a Court for consideration, the expenses incurred are covered as from the time when the matter can 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 costs 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 the complainant

The costs 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 costs.

As the defendant

Expenses for the defence of the Insured, unless the prosecution concerns a deliberate act, gross negligence or gross recklessness.

However, compensation for expenses will be paid in arrears in the event that the charges made by the prosecutor have been dismissed by a Court decision insofar as the charges concerned the abovementioned 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 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 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 precondition 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 maximum compensation per insured event is the sum insured stated in the Policy Document.

The lawyer's fees and legal costs coverable under the insurance are determined in accordance with the legal instructions on legal costs provided in the Code of Judicial Procedure and the Criminal Procedure Act.

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 opposing party 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.

A reasonable fee for the legal 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 by the representative are taken into consideration. However, the compensated costs may not exceed the demand for compensation for costs presented by the Insured to his or her opposing party.

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 amount of the interest, interest payments or lawyer's fees and legal costs shall not be taken into consideration.

5.2.1 Expenses Not Covered by the Insurance

The Insurance does not cover

- 1) the litigation expenses awarded to the opposing party or agreed to be paid by the Insured.
However, the Insurance covers any expenses of the opposing party 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 this has been separately agreed and noted in the Policy Document
 - 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 opposing party 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 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) 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) the wasted time or work of the Insured, or expenses arising from this, loss of earnings or income, travel or sojourn expenses.-Any additional expenses arising from a change of legal representative, or by an action of the Insured which adds to the expenses or causes unnecessary expenses are not compensated.
- 6) expenses arising from the acquisition of a legal expert's statement
- 7) the 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 will compensate the lawyer's fees and legal costs of the Insured after the court's final decision upon each judicial instance, or after a settlement has been reached.

Any compensation for expenses that the Insured Person's opposing party has been ordered to pay, or has undertaken to pay to the Insured, and which has been successfully collected from them, will be regarded as a deduction from the Insurance Company's liability.

If the Insured has collected the legal costs or they have been paid to the Insured by the opposing party 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 opposing party 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 compensated expenses.

5.4.2 Impact of Individual Acts

The Insured must demand compensation for lawyer's fees and legal costs from the opposing party in the legal proceedings and in negotiations for a settlement. If the Insured, without good cause, fails to claim costs from the opposing party, 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 representative has started without the opposing party having instigated them, or expenses for unnecessary legal proceedings caused, intentionally or due to negligence, by the Insured or his/her representative
- 4) expenses for legal proceedings where the Insured's demand has been left uninvestigated or 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 amounts paid by the Insured to his or her legal agent in the form of fees and expenses shall not be binding upon the Insurance Company when it evaluates the reasonableness of legal costs, but the legal agent's invoice shall be sent to the Insurance Company for determination of the amount of the indemnification.

5.4.3 Impact of Laws Regulating Taxation

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

Value Added Tax

If the Insured can deduct the value-added tax included in the legal representative's fees or in the legal costs, the tax is deducted from the compensation. The representative's invoice should 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

Premiums 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.