

## Nordea credit card Product Safety Insurance\*

Every day, things happen to us. Product Safety Insurance is built to cover us from the accidents that happen to all of us in our daily lives:

- The installation of a new flat screen TV fails when the old TV wall mount bracket falls onto the new TV set. The new TV is broken and can't be repaired. The insurance covers the broken TV
- A designer lamp above the family dinner table falls from the ceiling and breaks. Insurance replaces the lamp.
- A dog chews on a chair leg and rips coverings of a sofa. Insurance indemnifies the chair and the sofa.
- Child pushes down a dining room chair and the chair falls and hits a pole. A crystal vase on the pole falls and breaks. Insurance covers the vase.
- A glass of juice falls onto a computer. The computer doesn't function, despite of attempts to repair it. Insurance indemnifies the expenses of the attempted reparation, and the computer.
- Mobile phone is in jeans pocket, and is accidentally put into a washing machine with the jeans. The phone can be repaired. Insurance indemnifies the repair costs of the mobile phone.
- On the way home from a store a newly-bought lamp gets damaged when the traffic causes a sudden braking. Insurance replaces the lamp.

All of these accidents are real, and Nordea customers have received compensation from the Product Safety Insurance for them.

### SUMMARY OF THE CONTENT OF THE INSURANCE:

- Product Safety Insurance is valid when the purchase is paid in full with Nordea's credit card.
- Product Safety Insurance is valid 180 days from the date of purchase;
- Product Safety Insurance covers accidental damage to the insured items. Accidental damage means unexpected and sudden external damage to the insured item;
- The minimum price for an insured item is EUR 100. Maximum price for an insured item is EUR 2,000. Items with lower or higher purchase value are not insured;
- The deductible applied to each claim is EUR 50;
- Maximum compensation may not exceed EUR 2,000 per insurance event;
- Compensation shall not exceed EUR 12,000 per Nordea credit card per year.
  
- Product Safety Insurance is valid for products that are positioned permanently to be used indoors at the insured person's permanent residence or leisure home within the Nordic countries. Product categories include furniture, lamps, consumer electronics and home appliances, as well as mobile phones.
- For Nordea Gold, Nordea Premium, Nordea Platinum and Nordea Black cardholders, the insurance also covers items positioned to be permanently used at the home or leisure house yard/garden, such as garden furniture and electric grills.
  
- Product Safety Insurance does not cover any loss due to internal breakdown;
- Product Safety Insurance does not cover any loss due to theft or loosing or misplacing the insured item,
- Product Safety Insurance does not cover any loss to permanent fixtures or buildings or parts thereof; money, jewelry or other valuables; or losses due to wear and tear, or any cosmetic damage.

\* This brochure does not replace the insurance conditions. Please read below to complete the insurance terms and conditions.

## NORDEA CREDIT CARD PRODUCT SAFETY INSURANCE TERMS AND CONDITIONS

Valid from 1 January 2018

In case of language discrepancies or disputes, the Finnish wording prevails.

**Insurer:** Tryg Forsikring A/S (later "Tryg")

**Policyholder:** Nordea Bank Abp (later "Nordea")

**Insured:** the cardholders of Nordea Credit Mastercard, Nordea Gold Mastercard, Nordea Premium Mastercard, Nordea Platinum Mastercard and Nordea Black Mastercard cards (later "Nordea credit card holders")

This document forms the complete terms and conditions for a group insurance policy. Tryg and Nordea have made a group insurance contract as referred to in the Insurance Contracts Act (543/94) for a group insurance contracts, and its essential elements are defined by these terms and conditions.

### 1. PRODUCT SAFETY INSURANCE CONDITIONS

#### 1.1 Product Safety

Product Safety provides compensation in the event of Accidental Damage to the insured object. Product Safety is valid for 180 days with effect from the original purchase date.

Accidental Damage means sudden and unexpected external damage to the insured item, as a result of which it can no longer perform the function for which they were intended, due to broken parts or material or structural failures.

Insured object means privately used items installed for use indoors at the Insured's permanent home or leisure time home in the Nordic Countries, including but not limited to consumer electronics and household appliances. The insurance also covers mobile phones.

For the card holders of Nordea Gold, Nordea Premium, Nordea Platinum and Nordea Black credit cards, the insurance also covers insured objects located and used within the grounds of the Insured's permanent home or leisure time home.

Product Safety also applies to insured objects while they are being transported by the Insured from the original place of purchase directly to the Insured's home or leisure time home.

Minimum purchase price for an insured object is EUR 100, and maximum purchase price is EUR 2,000. Items with purchase value lower than EUR 100 or higher than EUR 2,000 are not insured from Product Safety Insurance.

Deductible for each loss is EUR 50.

In the event of Damage to an insured object, the compensation provided covers the cost of repairing the insured object or, at the Insurer's discretion, the cost of replacing the insured object with a product of similar type and specification. In no case will the Insurer pay more than the original purchase price of the insured object as shown on the till receipt.

## 1.2 Definitions

Consumer electronics means a television set, radio, stereo equipment, digital adapter, CD and DVD player, satellite receiver, video recorder, tablet computers, or comparable items designed for domestic use.

Household appliance means a refrigerator, a freezer, a washing machine, a dishwasher, a tumble dryer, a microwave oven, kitchen range, iron, power drill or comparable items installed in the home.

For the holders of Nordea Gold, Nordea Premium, Nordea Platinum and Nordea Black credit card, home appliances also refers to power tools and machinery purchased for private use, which are permanently placed and meant for use in the yard of the home or the leisure house, such as pressure washer, leaf blower, lawn mower, trimmer, log-making machine, branch shredder, electric grill, or other comparable products.

Household appliances are not vehicles such as golf carts, garden tractors, cars, motorcycles, All Terrain Vehicles (ATVs), snowmobiles, caravans, bicycles, or other comparable vehicles. Also, household appliances are not swimming pools, hot tubs, or other products located in the yard, which involve an element of water; nor generators or chargers.

## 1.3 Conditions

Preconditions for the payment of compensation:

- The Product Safety insurance is valid for holders of Nordea credit cards. The Insured object has to be paid in full (100 %) with a Nordea credit card and purchased in the Nordic Countries;
- The insured object is purchased as new.
- The purchase price of the Insured object is at least EUR 100 but does not exceed EUR 2,000.

The Product Safety cover will end when the period of validity of the Insured's Nordea credit card ends provided that it is not immediately renewed so as to remain in force as of the end of the last month of the original period of validity. The insurance also continues to remain valid in the cases where the cardholder changes his/her card to another Nordea card, which also has Product Safety insurance.

## 1.4 Amount of Compensation and Exclusions

The maximum amount of compensation is the original purchase price of the Insured object charged on the Insured's Nordea credit card, subject to the following conditions:

- Compensation shall not exceed EUR 2,000 per insurance event;
- Compensation shall not exceed EUR 12,000 per Nordea credit card per year;
- The deductible applied for each claim shall be EUR 50.
- If the Insured object is part of a pair or of a product series, only the amount corresponding to the damaged part in question shall be covered.
- In case the repair cost (including transportation cost) exceed the original purchase price of the Insured object, the Insured object will be replaced with a corresponding product in terms of model and technical specifications and with a value not exceeding the original purchase price of the object. (Tryg shall always have the right to provide compensation in the form of the original purchase price).

**Product Safety does not cover:**

- permanent household fixtures in a home or a leisure time home, including but not limited to carpeting, heating systems, flooring and/or tile;
- buildings, fixed structures or other fixtures on the yard of a permanent home or leisure home, such as swimming pools, hot tubs, playgrounds, cabins, greenhouses, garages, sheds, fences or other comparable structures;
- travelers checks, cash, tickets of any kind, negotiable instruments;
- precious metals, gems and jewelry, rare or precious coins, stamps, art or comparable products;
- plants, animals;
- fur coats;
- services and other consumables than covered by these terms and conditions;
- items that are rented or leased;
- rebuilt, refurbished, or remanufactured items at the time of purchase;
- shipping and handling expenses or installation, assembly related costs;
- items damaged due to normal wear and tear
- items that are damaged through alteration including cutting, sawing, and shaping;
- items that are confiscated by order of any government, public authority, or customs official;
- items that are left unattended in a place to which the general public has access;
- damage which has resulted from neglect, misuse, intentional damage, damage caused by a parasite, insect, theft, sand, fire, storm, weather conditions, explosion water damage, corrosion, incorrect use, battery leakage
- damage caused during delivery, transportation or installation by a third party.

**2. GENERAL EXCLUSIONS - PRODUCT SAFETY INSURANCE**

Product Safety Insurance does not cover losses to items purchased web store or any internet distributor that is not registered and located in in the Nordic Countries (Finland, Sweden, Norway, Denmark or Iceland) and that is not subject to the Value Added Tax, where applicable, in these countries.

**2.1 Product Safety Insurance does not cover the following expenses:**

- damage caused to property other than the insured item, freight costs, consequential damage;
- servicing, inspection or cleaning of the Insured object video head or audio heads and DVD or CD lenses;
- costs of repairing cosmetic damage such as dents, scratches, paint defects or other surface damage, including rust if such damage does not affect the functioning of the insured object;
- any costs arising out of or related to any user replaceable batteries, computer viruses, pollution, mouse devices, or losses and / or damages which are directly or indirectly caused by software, batteries, fuses or by the use of related equipment;
- repair costs or damages costs on the Insured object in case the repair has not been approved by the Insurer;
- costs caused by abrasion, becoming scratched in ordinary use and by inadequate protection of the insured object.
- civil or foreign war or riots or confiscation by authorities.
- loosing or misplacing the insured item.

**2.2 The following objects are not covered from the Product Safety Insurance:**

- objects purchased for resale, used or damaged goods, second-class or shop-soiled goods at the time of purchase;

- products used for or intended to be used for professional or commercial purposes;
- any form of accessory item including but not limited to batteries, heads, filters, lamps, carrying straps, carrying bags, cartridges and the like.

### **3. PROTECTION INSTRUCTIONS**

The Insured shall observe the protection instructions. Neglecting to observe protection instructions can result in denial of or reduction in compensation.

The Insured shall ensure that the Insured object is not used contrary to the operating, servicing and installation instructions provided by the manufacturer, importer or seller and that the product is not exposed to excessive stress.

Fragile insured objects must be transported as hand luggage in public transportation vehicles. If the insured object cannot be transported as hand luggage, it must be appropriately packaged to prevent it from being damaged.

### **4. DUTY OF THE INSURED TO PREVENT AND LIMIT DAMAGE (DUTY OF SALVAGE)**

In the case of an insurance event or when such an insurance event is imminent, the Insured shall to the best of his/her ability prevent the damage from occurring or limit it. If the Insured has neglected his duty of salvage willfully or through gross negligence or if the Insured's use of alcohol or drug has influenced the neglecting of the said duty, the compensation may be reduced or refused.

### **5. CAUSING OF THE INSURANCE EVENT OR FRAUDULENT PROCEDURE**

Tryg will be released from liability if the Insured has deliberately caused an insurance event.

If the Insured has caused an Insurance Event through gross negligence, the compensation to be paid may be reduced to such an extent as is deemed reasonable with due consideration for the circumstances.

If the Insured has deceitfully provided Tryg with incorrect or incomplete information following an insurance event, such that the said information has a bearing on the insurance event and on determining Tryg's liability, the compensation to be paid can be reduced or the claim for compensation can be rejected in accordance with what is deemed to be reasonable in the circumstances.

### **6. CLAIM PROCEDURE**

The insured shall as soon as possible after the insurance event notify Tryg's claims service about the loss.

A claim for indemnity must be submitted to Tryg within one (1) year of the date on which the claimant was informed of the insurance validity, about the insurance event and about the loss caused, and within ten (10) years of the occurrence of the insurance event. If no claim for indemnity is made within this period, the claimant shall forfeit his/her right to indemnity.

The claimant must provide Tryg with the documents and information it needs to assess its liability.

The Notification of Loss must include at least the following appendices:

1. Receipt original or a copy or a copy of the voucher, showing the insured's product purchase date, manufacturer's serial number and price,
2. Purchase Documents or credit card bill, which confirms that the insured purchased the product in its entirety with Nordea's credit card, and
3. Receipt of repair costs paid, or an estimation of reparation expenses from an authorized repair shop.

The Notification of Loss with attachments must be submitted to:

**Tryg Forsikring A/S**

Tryg.fi/nordeacards

E-mail info@tryg.fi

Tel +358 800 935 55

(Mon-Fri 8am-4pm)

The Insured is obligated to provide at his/her own expense such documentation as will most readily be available to the Insured while considering Tryg's opportunities for obtaining clarification in the matter. Tryg is not obligated to pay the claim until Tryg has received all the necessary documentation.

Tryg shall pay the compensation due to the insurance event or notify the Insured that no compensation is paid, without delay and no later than within 30 days from Tryg's receipt of the documents and information necessary for the clarification of Tryg's liability. If the amount of the compensation is not undisputed, Tryg will in any event pay the undisputed part of the compensation within the aforementioned period of time. The compensation will be paid in euro regardless whether the insured item is purchased from another country than Finland. The compensation will be paid out as a bank transfer or to the bank credit account in Nordea according to the decision of Tryg. For delayed compensation payments, Tryg will pay the statutory interest on arrears according to the Interest Act.

## **7. APPEALLING AGAINST TRYG'S DECISION**

### **7.1 Self-correction**

If the Insured suspects an error in Tryg's decision or in another decision, the Insured is entitled to obtain more detailed information on the matters leading to such a decision. Tryg shall remedy its decision if new clarifications provide grounds for so doing.

### **7.2 The Finnish Financial Ombudsman Bureau and the Board's recommendations for decisions in the event of a dispute**

If the claimant is dissatisfied with Tryg's decision, the claimant may ask the Finnish Financial Ombudsman Bureau (Vakuutusja Rahoitusneuvonta) for advice and guidance. The Office is an impartial body, whose function is to advise consumers in insurance and indemnity matters. Tryg's decision can be submitted to the Insurance Board (Vakuutuslautakunta) operating in conjunction with the Finnish Financial Ombudsman Bureau. The aim of the Board is to make recommendations for decisions in disputes, which concern interpretation and application of the law and insurance terms and conditions in an insurance relationship.

Tryg's decision can also be submitted to the Consumer Disputes Board (Kuluttajariitalautakunta), which provides recommendations for decisions on the basis of the consumer protection legislation.

The above boards will not handle a case at the request of the parties concerned while it is pending in a court or when a court ruling has been given. The advisory services and board statements are free of charge.

### **7.3 Claim action in the District Court**

If the Insured or the claimant is dissatisfied with Tryg's decision, the Insured or the claimant may bring an action against Tryg. The said action against Tryg may be brought in the district court of the Insured's domicile in Finland or in the Helsinki District Court. Any action against an indemnity decision involving the Benefit must be brought within three (3) years of when the Insured was notified in writing of Tryg's decision and the time limit. Once this time has expired, no further action will be accepted.

## **8. INSURANCE SUPERVISORY AUTHORITIES**

This insurance is underwritten by Tryg Forsikring A/S, Klausdalsbrovej 601, 2750 Ballerup, Denmark. CVR-nr. 24260666.

## **9. FALLING OF A CLAIM UNDER THE STATUTE OF LIMITATIONS**

A claim for compensation has to be submitted to Tryg within one year of the date that the claimant was informed of the claimant's entitlement to compensation and no later than 10 years after the occurrence of the insurance event. Submitting a notification concerning an insurance event shall be considered equal to the presentation of a claim. If no claim is made within this time, the claimant will lose the claimant's right to the compensation.

## **10. TRYG'S RIGHT OF RECOURSE**

The right of the Insured to demand from a third person in regard to insurance against loss or damage an amount of compensation, which Tryg has paid to him, is transferred to Tryg if the third party caused the insurance event on purpose or as a result of gross negligence or if the third party is obliged by law to provide compensation irrespective of negligence.

The Insured shall, if so requested by Tryg, assist Tryg in the performance of the right of recourse, e.g. by furnishing and by signing all the necessary documents.

The Insurance Company's right of recourse with respect to the Policyholder, the Insured persons or that likened to the insured shall be determined in accordance with the Insurance Contracts Act.

## **11. MULTIPLE INSURANCE**

If the Insured has more than one insurance policy that provides the same insurance cover, the Insured shall not have the right to compensation beyond the amount of the damage. In a multiple insurance situation, the mutual responsibility of the insurance companies shall be determined in accordance with the Insurance Contracts Act.

## **12. TERMINATION OF GROUP INSURANCE**

If the group insurance is terminated on the initiative of the Insurer or the Policyholder, the Policyholder shall notify the Insured of the termination of the insurance policy in a suitable manner considering the circumstances. As regards the Insured, the insurance cover shall terminate one month after the Insurer has notified of the termination of the insurance.

### **13. APPLICABLE LAW**

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