

NORDEA FINANCE TUOHI MASTERCARD PRICEGUARD INSURANCE

Terms & Conditions, valid as of 1.4.2022 and shall be applicable to occurrences on or after the date. In case of discrepancies, the Finnish version shall prevail.

1. Overview

This document contains the terms and conditions of insurance applied to this group insurance. The policy holder is Nordea Finance Finland Ltd (hereinafter Nordea). The Insurer is Moderna Försäkringar, part of Trygg-Hansa Försäkring, SE-106 26 Stockholm, Sweden, org.nr 516403-8662, branch of Tryg Forsikring A/S, CVR-no. 24260666, Klausdalsbrovej 601, DK-2750 Ballerup, Denmark (hereinafter referred to as Tryg). Tryg and Nordea have concluded a group insurance contract as defined in the Insurance Contracts Act (Vakuutusopimuslaki 543/94), and its essential contents are set down in the agreement and these terms and conditions of insurance.

2. The insured

The Insured are the cardholders of Nordea TUOHI Mastercard credit cards.

3. Insurance period

3.1 The Insurance Period

The insurance period begins 1. January 2018.

3.2 The Validity of the Insurance

The PriceGuard Insurance cover will end when the period of validity of the Insured's Nordea TUOHI Mastercard credit card (as mentioned in Section 2.) 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 PriceGuard insurance.

3.3 The regions covered by the PriceGuard Insurance

The insurance applies to objects purchased in the Finland that have been 100% paid with the Insured's Nordea TUOHI Mastercard credit card (as mentioned in Section 2).

4. Content of priceguard insurance cover provided

Where the Nordea TUOHI Mastercard is issued in conjunction with the first purchase at a store, that first purchase made in conjunction with the application and issuance of the Nordea TUOHI Mastercard will not be covered from the PriceGuard Insurance.

As of the second purchase made on the Nordea TUOHI Mastercard thereafter, and for the following purchases Tryg will reimburse the Insured for the difference between the price the Insured paid for an item entirely paid for with the Insured's credit card and a lower price for the same item sold in Finland (same brand, make, model name and/or number). The lower price must be generally offered and accessible for everyone.

Where the Nordea TUOHI Mastercard is issued through an online application by the card holder, or where the Nordea TUOHI Mastercard is issued at the bank, the PriceGuard insurance will be valid for the first

purchase, and all consecutive purchases, made on the card thereafter, Tryg will reimburse the Insured for the difference between the price the Insured paid for an item entirely paid for with the Insured's credit card and a lower price for the same item sold in Finland (same brand, make, model name and/or number). The lower price must be generally offered and accessible for everyone. Store means a physical reseller of the goods available for purchase with Nordea TUOHI Mastercard, but not an online reseller, where the card might be issued by an online application by the cardholder.

4.1 Compensation sums

Compensation shall not exceed EUR 500 per insurance event. Tryg shall not pay more than EUR 2 000 compensation per Nordea TUOHI Mastercard credit card per year. No compensation shall be paid if the difference between the price the Insured paid and the lower price for the same item sold in Finland is less than EUR 20. The amount of compensation shall not in any situation exceed the original purchase price of the Insured object charged on the Insured's Nordea TUOHI Mastercard credit card. The compensation shall be paid in euro. The compensation shall be inclusive of value-added tax and shall be in the form of a bank transfer or credit to the Insured's Nordea Finance TUOHI Mastercard credit card account, at Tryg's discretion.

4.2 Preconditions for the payment of compensation

For compensation to be paid, the following requirements apply:

- The Insured purchase has been 100 % purchased in the Finland using a Nordea TUOHI Mastercard credit card.
- The purchase of the product has occurred during the insurance period of the PriceGuard Insurance (see Section 3).
- The lower price must be available within 30 days of the Insured's purchase. The lower price must be generally offered and accessible for everyone.

5. Exclusions

PriceGuard does not provide compensation in the following situations:

- Where the item is the first purchase made on the Nordea TUOHI Mastercard issued at a store in conjunction with the first purchase made on the Nordea TUOHI Mastercard.
- Store means a physical reseller of the goods available for purchase with Nordea TUOHI Mastercard, but not an online reseller, where the card can be issued through an online application by the cardholder.

The insurance does not cover:

- Items for which the lower price was available more than 30 days after the purchase.
- Cash, travellers' checks, transportation tickets, show tickets, securities, and other negotiable instruments, bullion, stamps, or lottery tickets to events or for entertainment.
- Jewellery, gems, art, antiques, and collection items.
- Any perishable item including food, beverages, tobacco, and fuel;
- Pharmaceutical and other medical products, optical products, and medical equipment.

- Customized/personalized, unique, and one-of-a-kind items.
- Any item acquired illegally.
- Living animals and plants.
- Any motor vehicles including automobiles, boats, and airplanes.
- Motored vehicle tires.
- Land, Permanent structures, and fixtures (including but not limited to buildings, homes, dwellings, and building and home improvements).
- Any services the Insured may purchase (including but not limited to the performance or rendering of labour or maintenance, repair or installation of products, goods or property, or professional advice of any kind).
- Products purchased by a person not resident in Finland.
- Purchases made by store employees or using employee discounts.
- Shipping and/or transportation costs or price different due to shipping, handling costs and sales tax.
- Price comparison to items available in another web store or any internet distributor that is not registered and located in Finland and subject to Finnish Value Added Tax (Arvonlisävero) if applicable.
- Price comparisons to items purchased outside of Finland or in a Duty-Free zone;
- Used, antique, recycled, previously owned, rebuilt, or remanufactured items, whether or not the Insured knew the item was used, antique, recycled, previously owned, rebuilt, or remanufactured.
- Items advertised in or as result of "going out-of-business sales," "cash only" or "close out" advertisements, cost savings as a result of package offer, manufacturer's coupons, or free items, or where the advertised price includes bonus or free offers, special financing, installation, or rebate, or one-of-a-kind or other limited offers.
- Any price difference found in an outlet that is not open to the public.
- Any price difference found with an item sold as a special deal available only to the members of specific organizations such as clubs and associations, other than those available with the Insured's credit card.
- Items purchased for resale, professional, or commercial use.
- Items purchased subject to rebate, redeemable manufacturer's coupon, or any refund of any sort, in which case the Insured's purchase price will be determined by taking into account any such rebate or refund.

6. Fraudulent procedure

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.

7. Claims procedure

7.1 Contact Tryg

Tryg Claims Department

E-mail: info@tryg.fi

Telephone: +358 800 935 55 (Monday to Friday 8am–4pm)

7.2 Obligations of the claimant

If the Insured wants to make a claim under this PriceGuard Insurance, the Insured must contact the Tryg Claims Department by calling +358 800 935 55.

The Insured must retain and, if requested by Tryg to do so, send the purchase voucher and other necessary documents to Tryg in order for the compensation application to be processed.

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.

7.3 The claim notification

The claim notification shall contain at least the following information and appendices:

- a. Copy of the credit card invoice showing the purchase of the item for which the claim is made.
- b. Purchase voucher in the original or a copy of the voucher which shows the date of purchase, type, and cost of the Insured purchase.
- c. Purchase documents or Credit Card statement confirming purchase of the Insured object wholly with the Nordea TUOHI Mastercard credit card.
- d. Evidence detailing the lower price, date, and provider of the lower price of the purchased product.

7.4 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.

7.5 Tryg's obligations

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. For delayed compensation payments, Tryg will pay the statutory interest on arrears according to the Interest Act (Korkolaki 633/82).

8. 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.

9. Multiple insurances

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.

10. Appealing against tryg's decision

10.1 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.

10.2 If we don't agree

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 (Vakuutus- ja 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.

10.3 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.

10.4 Insurer and Insurance Supervisory Authorities

The insurer is Moderna Försäkringar, part of Trygg-Hansa Försäkring, SE-106 26 Stockholm, Sweden, org.nr 516403-8662, branch of Tryg Forsikring A/S, CVR-no. 242606666, Klausdalsbrovej 601, DK-2750 Ballerup, Denmark (in these T&C's referred to as Tryg). Moderna Försäkringar is subject to supervision and regulation by the Danish Financial Authority (Finanstilsynet) and the Swedish Financial Authority (Finansinspektionen).

11. Altering the terms and conditions of group insurance

The policy holder shall notify the Insured by the change of the insurance period regarding alterations in the terms and conditions as stated in the agreement regarding group insurance, and after the notification the alterations shall entry into force regarding the Insured.

12. Termination of group insurance

If the group insurance is terminated on the initiative of the Insurer or one of the parties that have taken out the insurance policy, the policyholder or the policyholder's representative 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 (1) month after the policyholder has notified of the termination of the insurance.

13. Applicable law

In addition to these terms and conditions of insurance, Finnish law shall be applied to this insurance policy.

14. Summary of privacy policy

Your personal data are processed pursuant to current personal data protection legislation, which, from 25 May 2018, is Regulation (EU) 2016/679 of the European Parliament and of the Council. The personal data which are processed include your name, address, personal identity number and state of health. The data concern you as a customer, but may also comprise additional insured persons, for example. The data are collected from you, as the customer, but may also be obtained from one of our partners, for example. The data may also be collected or supplemented and updated from official registries. We process personal data to be able to fulfil our obligations to you, as the customer, such as investigating insurance matters or managing your insurance contract.

Personal data may also be used as a basis for analysis, business development and statistics. Data may be disclosed for official purposes to partners within and outside the EU and EEA, or other companies within the group. We may be required by law to disclose the data to authorities. We do not keep the data on file longer than necessary.

The data controller is Moderna Försäkringar, part of Trygg-Hansa Försäkring, SE-106 26 Stockholm, Sweden, org.nr 516403-8662, branch of Tryg Forsikring A/S, CVR-no. 242606666, Klausdalsbrovej 601, DK-2750 Ballerup, Denmark. If you wish to be informed of your specific personal data that are processed, if you want to request the personal data you have given to us, request a rectification etc., you can send an email to dataskydd@modernaforsakringar.se or send a letter to: Moderna Försäkringar, Data Protection Officer, Box 7830, SE-103 98 Stockholm, Sweden. You can also contact us to request that a copy of our privacy policy be sent to you by postal mail.